



# RESOLUTION No. 21-153

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE OFFICER TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NEVADA AND THE BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC) GOVERNING BOARD FOR THE PROP 64 PUBLIC HEALTH & SAFETY GRANT PROGRAM COHORT 2 IN THE AMOUNT OF \$1,000,000 FOR THE TERM OF MAY 1, 2021 TO OCTOBER 31, 2024 AND DESIGNATING THE NEVADA COUNTY OFFICE OF EDUCATION TO ACT AS LEAD PUBLIC AGENCY THAT WILL RECEIVE, ADMINISTER, AND TAKE FULL RESPONSIBILITY FOR THE GRANT FUNDS

WHEREAS, the Proposition 64 Public Health and Safety Grant Program (“Grant”), funded through the California State and Local Government Law Enforcement Account and administered by the Board of State and Community Corrections (“BSCC”), requires that applications come from either California Cities or Counties; and

WHEREAS, the (Grant permits designation of a Lead Public Agency to act as grant administrator responsible for adhering to the terms and conditions outlined in the BSCC Standard Agreement; and

WHEREAS, the Nevada County Office of Education (“NCOE”) requested that the County apply for the Grant with NCOE designated as the Lead Public Agency so that NCOE could fund and administer a peer-based restorative justice program to local youth (“Program”); and

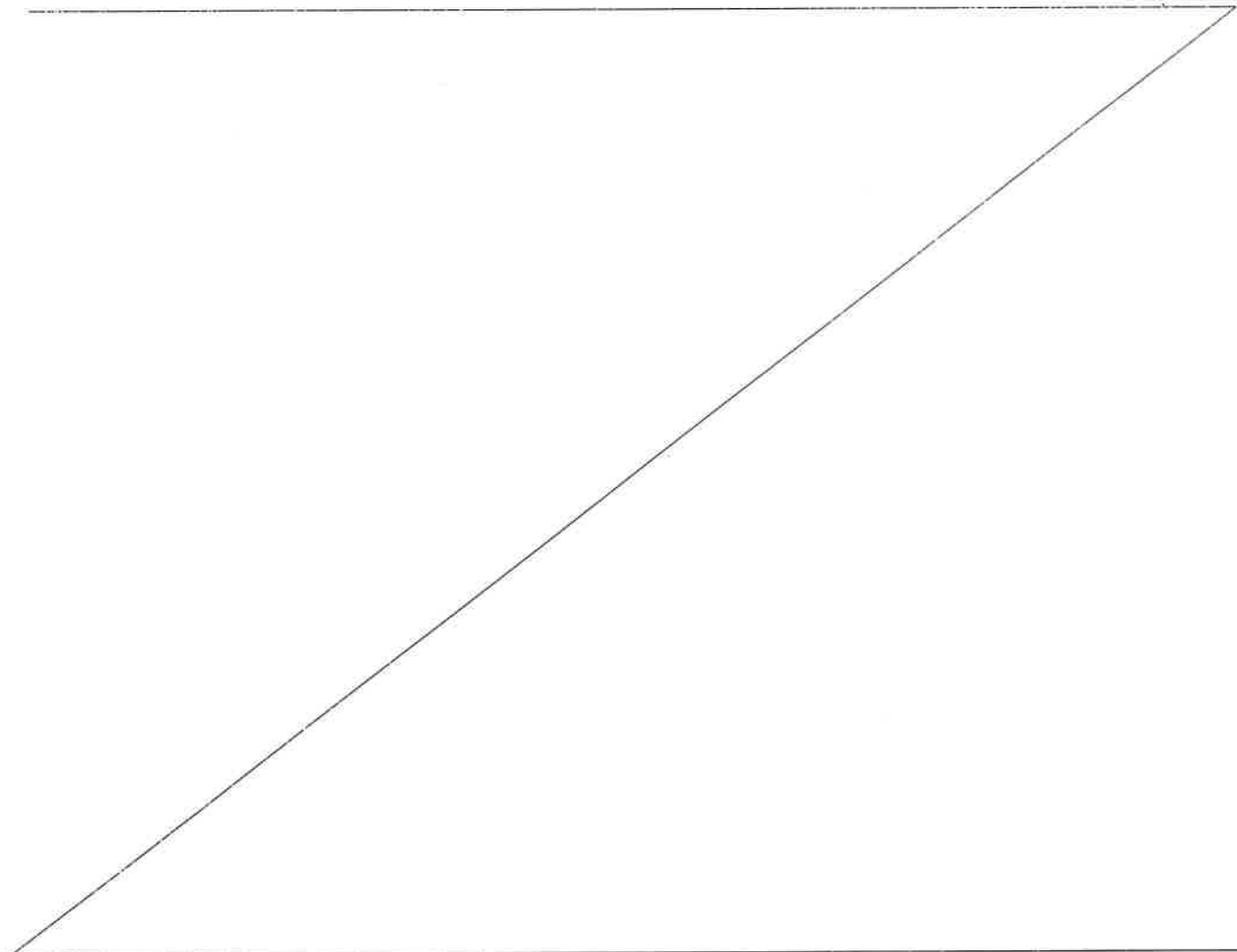
WHEREAS, the BSCC has agreed to award the Grant to the County with NCOE as the Lead Public Agency and with NCOE administering the Program; and

WHEREAS, the NCOE will receive the Grant funds directly from the BSCC; and

WHEREAS, NCOE has authorized and acknowledged that it will act as the Lead Public Agency and be solely responsible for the Program and for all administrative and fiduciary responsibility for the Grant, including abiding by the terms of BSCC’s Prop 64 Standard Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Agreement by and between the County of Nevada and the BSCC, pertaining to the award of Prop 64 Public Health & Safety Grant Program Cohort 2 in the maximum amount of \$1,000,000 for the term of May 1, 2021 through October 31, 2024, is approved in substantially the form attached hereto and that the Board of Supervisors authorizes the County Executive Officer to sign the Grant Agreement with the BSCC, including any amendments thereof on behalf of the County of Nevada and designate NCOE as Lead Public Agency that will receive, administer, and take full responsibility for Grant funds.

BE IT FURTHER RESOLVED that Grant funds received hereunder shall not be used to supplant expenditures controlled by this body and that the County of Nevada and NCOE agree to abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 25th day of May, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Dan Miller, Chair

5/25/2021 cc: HHSA\*  
AC\*

**STANDARD AGREEMENT**

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

**BSCC 967-21**

PURCHASING AUTHORITY NUMBER (If Applicable)

BSCC-5227

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTOR NAME

**COUNTY OF NEVADA**

2. The term of this Agreement is:

START DATE

**MAY 1, 2021**

THROUGH END DATE

**OCTOBER 31, 2024**

3. The maximum amount of this Agreement is:

**\$1,000,000.00**

4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	4
Attachment 1*	Proposition 64 Public Health & Safety (Prop 64 PH&S) Grant Request for Proposals	*
Attachment 2	Prop 64 PH&S Grant Proposal	26
Appendix A	Prop 64 PH&S Scoring Panel	1
Appendix K	Criteria for Non-Governmental Organization's Receiving BSCC Funds	2

\* This item is hereby incorporated by reference and can be viewed at:

<http://www.bscc.ca.gov/proposition-64-public-health-safety-grant-program/>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

**COUNTY OF NEVADA**

CONTRACTOR BUSINESS ADDRESS

950 Maidu Ave

CITY

Nevada City

STATE

CA

ZIP

95959

PRINTED NAME OF PERSON SIGNING

ALISON LEHMAN

TITLE

County Executive Officer

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

RICARDO GOODRIDGE

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

## EXHIBIT A: SCOPE OF WORK

### 1. GRANT AGREEMENT—PROPOSITION 64 PUBLIC HEALTH AND SAFETY GRANT COHORT 2

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and the County of Nevada (hereafter referred to as the Grantee or Contractor).

### 2. PROJECT SUMMARY AND ADMINISTRATION

A. The Fiscal Year 2020-21 State Budget includes funding in the amount of \$51,788,690 for local assistance grants for the Proposition 64 Public Health and Safety (Prop 64 PH&S) Cohort 2 Grant Program, to be administered by the BSCC.

The purpose of this grant program is to fund projects that assist with law enforcement efforts, fire protection efforts, or other local projects addressing public health and safety associated with the implementation of the Control, Regulate and Tax Adult Use of Marijuana Act (AUMA).

B. Grantee agrees to administer the project in accordance with Attachment 1: Prop 64 PH&S Grant Program Cohort 2 Request for Proposals (incorporated by reference) and Attachment 2: Grant Proposal, which are attached and hereto and made part of this agreement.

### 3. PROJECT OFFICIALS

A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

B. The Grantee's project officials shall be those identified as follows:

**Authorized Officer** with legal authority to sign:

Name: Alison Lehman  
Title: County Executive Officer  
Address: 950 Maidu Avenue, Nevada City, CA 95959  
Phone: 530-265-7040

**Designated Financial Officer** authorized to receive warrants:

Name: Darlene Waddle  
Title: Chief Business Official  
Address: 380 Crown Point Circle, Grass Valley, CA 95945  
Phone: 530-478-6400 x2019  
Email: dwaddle@nevco.org

**Project Director** authorized to administer the project:

Name: Marlene Mahurin  
Title: Program Coordinator  
Address: 380 Crown Point Circle, Grass Valley, CA 95945  
Phone: 530-478-6400 x2031  
Email: mmahurin@nevco.org

C. Either party may change its project representatives upon written notice to the other party.

D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

## EXHIBIT A: SCOPE OF WORK

### 4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Prop 64 PH&S Grant Program Cohort 2 Request for Proposals and Attachment 2: Grant Proposal.

### 5. REPORTING REQUIREMENTS

A. Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

#### Quarterly Progress Report Periods

1. May 1, 2021 to June 30, 2021
2. July 1, 2021 to September 30, 2021
3. October 1, 2021 to December 31, 2021
4. January 1, 2022 to March 31, 2022
5. April 1, 2022 to June 30, 2022
6. July 1, 2022 to September 30, 2022
7. October 1, 2022 to December 31, 2022
8. January 1, 2023 to March 31, 2023
9. April 1, 2023 to June 30, 2023
10. July 1, 2023 to September 30, 2023
11. October 1, 2023 to December 31, 2023
12. January 1, 2024 to March 31, 2024
13. April 1, 2024 to April 30, 2024

#### Due no later than:

- August 15, 2021  
November 15, 2021  
February 15, 2022  
May 15, 2022  
August 15, 2022  
November 15, 2022  
February 15, 2023  
May 15, 2023  
August 15, 2023  
November 15, 2023  
February 15, 2024  
May 15, 2024  
June 15, 2024

*Note: Project activity period ends April 30, 2024. The period of May 1, 2024 to October 31, 2024 is for completion of Final Local Evaluation Report and the financial audit only.*

#### B. Evaluation Documents

1. Local Evaluation Plan
2. Final Local Evaluation Report

#### Due no later than:

- August 1, 2021  
October 31, 2024

#### C. Other

Financial Audit

#### Due no later than:

October 31, 2024

### 6. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.

## EXHIBIT A: SCOPE OF WORK

- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

### 7. CONFLICT OF INTEREST

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Prop 64 PH&S Scoring Panel (see Contract Appendix A) from receiving funds from the Prop 64 PH&S Cohort 2 grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Prop 64 PH&S Scoring Panel membership roster (see Contract Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the Prop 64 PH&S Scoring Panel.
- B. In cases of an actual conflict of interest with a Scoring Panel member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

### 8. FINANCIAL AUDIT

Grantees are required to provide the BSCC with a financial audit no later than the end of the contract term, October 31, 2024. The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county's or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000.

## EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

### 1. INVOICING AND PAYMENTS

- A. The Grantee shall be paid quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

**Quarterly Invoicing Periods:**

1. May 1, 2021 to June 30, 2021
2. July 1, 2021 to September 30, 2021
3. October 1, 2021 to December 31, 2021
4. January 1, 2022 to March 31, 2022
5. April 1, 2022 to June 30, 2022
6. July 1, 2022 to September 30, 2022
7. October 1, 2022 to December 31, 2022
8. January 1, 2023 to March 31, 2023
9. April 1, 2023 to June 30, 2023
10. July 1, 2023 to September 30, 2023
11. October 1, 2023 to December 31, 2023
12. January 1, 2024 to March 31, 2024
13. April 1, 2024 to April 30, 2024

**Due no later than:**

- August 15, 2021  
November 15, 2021  
February 15, 2021  
May 15, 2021  
August 15, 2022  
November 15, 2022  
February 15, 2023  
May 15, 2023  
August 15, 2023  
November 15, 2023  
February 15, 2024  
May 15, 2024  
June 15, 2024

**Final Invoicing Periods\*:**

14. May 1, 2024 to June 30, 2024
15. July 1, 2024 to October 31, 2024

**Due no later than:**

- August 15, 2024  
December 15, 2024

*\*Note: Only expenditures associated with completion of the Final Local Evaluation Report and the financial audit may be included on these last two invoices.*

- B. All project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report and the financial audit) must be incurred by the end of the grant project period, April 30, 2024, and included on the invoice due June 15, 2024. Project expenditures incurred after April 30, 2024 will not be reimbursed.
- C. The Final Local Evaluation Report is due to BSCC by October 31, 2024. Expenditures incurred solely for the completion of the Final Local Evaluation Report during the period of May 1, 2024 to October 31, 2024 must be submitted on the invoice due December 15, 2024. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with your final invoice due no later than December 15, 2024.
- D. The financial audit is due to BSCC by October 31, 2024. Expenditures incurred solely for the completion of the financial audit during the period of May 1, 2024 to October 31, 2024 must be submitted on the invoice due December 15, 2024. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with your final invoice due no later than December 15, 2024.
- E. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- F. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

## EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

### 2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

### 3. BUDGET CONTINGENCY CLAUSE.

- A. This grant agreement is valid and enforceable only if sufficient funds are made available through the Proposition 64 Initiative (the Control, Regulate and Tax Adult Use of Marijuana Act) via the State and Local Government Law Enforcement Account. On or before July 15<sup>th</sup> of each fiscal year, the State Controller shall deposit funds derived from Proposition 64 taxes into the State and Local Government Law Enforcement Account pursuant to Revenue and Taxation Code section 34019, subdivision (f)(3). The grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding made available to the BSCC pursuant to Revenue and Taxation Code section 34019, subdivision (f)(3)(C).
- B. If Prop 64 PH&S funding is reduced or falls below estimates contained within the Prop 64 PH&S Request for Proposals Cohort 2, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

### 4. PROJECT COSTS

- A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2020 BSCC Grant Administration Guide, which can be found under Quick Links here:

[https://www.bscc.ca.gov/s\\_correctionsplanningandprograms/](https://www.bscc.ca.gov/s_correctionsplanningandprograms/)

The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

- B. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- C. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.



## **EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

- D. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

### **5. PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

### **6. WITHHOLDING OF GRANT DISBURSEMENTS**

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
- 1) submittal and approval of the final invoice;
  - 2) submittal and approval of the final progress report; and
  - 3) submittal and approval of any additional required reports, including but not limited to the Final Local Evaluation Report and the financial audit.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

**EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

**7. PROJECT BUDGET**

<b>BUDGET LINE ITEMS</b>	<b>GRANT FUNDS</b>
1. Salaries and Benefits	\$ 361,684
2. Services and Supplies	\$ 3,142
3. Professional Services	\$ 424,100
4. Non-Governmental Organizations (NGO) Contracts	\$ 0
5. Indirect Costs / Administrative Overhead (may not exceed 10% of grant award)	\$ 74,074
6. Equipment / Fixed Assets	\$ 3,000
7. Data Collection / Enhancement	\$ 0
8. Program Evaluation	\$ 100,000
9. Sustainability Planning	\$ 0
10. Other (include travel & training costs)	\$ 9,000
11. Financial Audit	\$ 25,000
<b>TOTAL</b>	<b>\$ 1,000,000</b>

## EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic

## EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this Agreement.
13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
  - A. The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective

## EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**16. CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**17. UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

**18. PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual

### **EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)**

percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

- 20. LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

## EXHIBIT D: SPECIAL TERMS AND CONDITIONS

### 1. GRANTEE'S GENERAL RESPONSIBILITY

- D. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- E. Grantee is responsible for the performance of all project activities identified in Attachment 1: Prop 64 PH&S Cohort 2 Request for Proposals and Attachment 2: Grant Proposal/Application for Funding.
- F. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

### 2. GRANTEE ASSURANCES AND COMMITMENTS

#### A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

#### B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Prop 64 PH&S Cohort 2 Request for Proposal and Attachment 2: Grant Proposal/Application for Funding, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

#### C. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

### 3. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the Prop 64 PH&S Grant Cohort 2 RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

## EXHIBIT D: SPECIAL TERMS AND CONDITIONS

### 1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

### 2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

## 4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

## 5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. Grantees are required to provide the BSCC with a financial audit within no later than the end of the contract term (October 31, 2023). The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000.
- C. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

## 6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or



## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (required as Attachment F of the original Proposal Package).

### **7. MODIFICATIONS**

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in Attachment 1: Prop 64 PH&S Cohort 2 Request for Proposals/Application for Funding, or approved modifications. Changes shall not be implemented by the project until authorized in writing by the BSCC.

### **8. TERMINATION**

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:
  - 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
  - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Prop 64 PH&S Request for Proposal/Application for Funding, or approved modifications; and
  - 3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

### **9. SETTLEMENT OF DISPUTES**

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The

## EXHIBIT D: SPECIAL TERMS AND CONDITIONS

BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

### 9. UNION ACTIVITIES

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

- A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.
- B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.
- C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

### 10. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

PROPOSITION 64  
PUBLIC HEALTH & SAFETY  
GRANT PROGRAM  
COHORT 2

**PROPOSAL PACKAGE\***  
**COVER SHEET**

**Submitted by (Name of eligible applicant):**

Nevada County

**DATE SUBMITTED TO THE BSCC:**

1/29/2021

*\*The Proposition 64 Public Health and Safety Grant Program Proposal Package is provided in a fillable format. Using the Tab key will allow the applicant access to those areas requiring information.*

**PROPOSITION 64 PUBLIC HEALTH & SAFETY GRANT PROGRAM:  
PROPOSAL CHECKLIST**

A complete proposal package for funding under the Proposition 64 PH&S Grant Program must contain the following items:

	<b>Required Items:</b>	✓
1	Cover Sheet (previous page)	<input checked="" type="checkbox"/>
2	Proposition 64 PH&S Grant Program Proposal Checklist <ul style="list-style-type: none"> <li>• Originally signed in blue ink by the authorized signatory (e-signatures are acceptable)</li> </ul>	<input checked="" type="checkbox"/>
3	Applicant Information Form <ul style="list-style-type: none"> <li>• Originally signed in blue ink by the authorized signatory (e-signatures are acceptable)</li> </ul>	<input checked="" type="checkbox"/>
4	Proposal Abstract <ul style="list-style-type: none"> <li>• No more than one (1) page</li> </ul>	<input checked="" type="checkbox"/>
5	Proposal Narrative to include Project Need, Project Description, Project Evaluation Sections <ul style="list-style-type: none"> <li>• No more than eight (8) pages</li> </ul>	<input checked="" type="checkbox"/>
6	Project Work Plan <ul style="list-style-type: none"> <li>• No more than 2 pages using the template provided (see Appendix L for instructions)</li> </ul>	<input checked="" type="checkbox"/>
7	Budget Information (Budget Table & Narrative) <ul style="list-style-type: none"> <li>• Use BSCC templates provided</li> <li>• Budget Narrative must be no more than four (4) pages</li> </ul>	<input checked="" type="checkbox"/>
8	Additional Request for Proposals Information, if applicable <ul style="list-style-type: none"> <li>• No more than two (2) pages</li> </ul>	<input checked="" type="checkbox"/>
9	Letter(s) of Commitment	<input checked="" type="checkbox"/>
10	Letter of Eligibility (see Appendix B)	<input checked="" type="checkbox"/>
11	Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Appendix F) <ul style="list-style-type: none"> <li>• Originally signed in blue ink by the authorized signatory (e-signatures are acceptable)</li> </ul>	<input checked="" type="checkbox"/>
12	Criteria for Non-Governmental Organizations Receiving Proposition 64 Public Health and Safety Grant Funds (Appendix K) <ul style="list-style-type: none"> <li>• Originally signed in blue ink by the authorized signatory (e-signatures are acceptable)</li> </ul>	<input checked="" type="checkbox"/>
	<b>Optional:</b>	
13	Governing Board Resolution (Appendix E) <i>Note: The Governing Board Resolution is due prior to contract execution but is <u>not</u> required at the time of proposal submission.</i>	<input type="checkbox"/>

**I have reviewed this checklist and verified that all required items are included in this proposal packet.**

**X**   
Applicant Authorized Signature (Blue Ink Only or E-signature) (see Applicant Information Form, Part O, next page)

**\*\*\*ATTACHMENTS OTHER THAN THOSE LISTED ABOVE OR MORE THAN THE  
ALLOWED PAGE LIMIT WILL NOT BE CONSIDERED\*\*\***

**Proposition 64 Public Health & Safety Grant Program  
Applicant Information Form**

<b>A. APPLICANT: City of &lt;Name&gt; or &lt;Name&gt; County</b>		<b>B. TAX IDENTIFICATION NUMBER:</b>	
NAME OF APPLICANT Nevada County		TAX IDENTIFICATION # 94-6000526	
STREET ADDRESS 950 Maidu Ave	CITY Nevada City	STATE CA	ZIP CODE 95959
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE
<b>C. PROJECT TITLE:</b>	Local Impact of Prop 64		
<b>D. PROJECT SUMMARY (100-150 words):</b>	<b>E. GRANT FUNDS REQUESTED:</b> \$ 1,000,000		
Nevada County Office of Education's Tobacco Use Prevention Education Program, in collaboration with the Tobacco Use Prevention Education Program, will implement a Peer-Based Restorative Justice Program in the Nevada Joint Union High School District and Grass Valley School District. This proposal includes establishing a peer-based Alternative to Suspension Program, an Alcohol and Drug Safety Skills Training that is attended by students and their parents, a Youth Advocate Training program and School and Community Trainings. It will also include developing and implementing a substance abuse intervention program. This proposal is modeled after the highly successful Youth Transforming Justice Program in Marin, County. (Formerly YMCA Restorative Services Program.)			
<b>F. PROJECT PURPOSE AREA 1- YOUTH DEVELOPMENT/YOUTH PREVENTION &amp; INTERVENTION (MANDATORY): Must be at least 10% of the amount in Section E</b>			\$ 1,000,000
<b>G. PROJECT PURPOSE AREAS 2, 3, &amp; 4 (In addition to PPA 1, check all that apply for the proposed project)</b>			
<input type="checkbox"/> PPA 2: Public Health <input type="checkbox"/> PPA 3: Public Safety <input type="checkbox"/> PPA 4: Environmental Impact			
<b>H. LEAD PUBLIC AGENCY:</b>		Nevada County Superintendent of Schools Office	
<b>I. PROJECT DIRECTOR:</b>			
NAME Marlene Mahurin	TITLE Program Coordinator	DEPARTMENT/AGENCY Education Services	
STREET ADDRESS 380 Crown Point Circle	CITY Grass Valley		
STATE CA	ZIP CODE 95945	TELEPHONE NUMBER 530-478-6400x2031	
EMAIL ADDRESS mmahurin@nevco.org			
<b>J. FINANCIAL OFFICER:</b>			
NAME Darlene Waddle	TITLE Chief Business Official	DEPARTMENT/AGENCY Business Services	
STREET ADDRESS 380 Crown Point Circle	CITY Grass Valley		
STATE CA	ZIP CODE 95945	TELEPHONE NUMBER 530-478-6400x2019	
EMAIL ADDRESS dwaddle@nevco.org			
PAYMENT MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE

**K. DAY-TO-DAY PROGRAM CONTACT:**


NAME Marlene Mahurin	TITLE Director	DEPARTMENT/AGENCY Educational Services
STREET ADDRESS 380 Crown Point Circle		CITY Grass Valley
STATE CA	ZIP CODE 95945	TELEPHONE NUMBER 530-478-6400x2031
EMAIL ADDRESS mmahurin@nevco.org		

**L. DAY-TO-DAY FISCAL CONTACT:**

NAME Lisa La Hue	TITLE	DEPARTMENT/AGENCY Business Services
STREET ADDRESS 380 Crown Point Circle		CITY Grass Valley
STATE CA	ZIP CODE 95945	TELEPHONE NUMBER 530-478-6400x2011
EMAIL ADDRESS llahue@nevco.org		

**M. AUTHORIZED SIGNATURE\*:**

By signing this application, I hereby certify I am vested by the Applicant with the authority to enter into contract with the BSCC, and the grantee and any subcontractors will abide by the laws, policies, and procedures governing this funding.

NAME OF AUTHORIZED OFFICER Alison Lehman	TITLE County Executive Officer	TELEPHONE NUMBER 530-265-7040
STREET ADDRESS 950 Maidu Ave	CITY Nevada City	STATE CA
EMAIL ADDRESS ceo@co.nevada.ca.us	ZIP CODE 95959	
SIGNATURE (Blue Ink Only or E-signature) 		DATE 1/29/21

\* Authorized Signature: Must be a representative with the authority to sign documents and obligate the applicant.

## Proposition 64 Public Health & Safety Grant Program Request for Proposals Document

### Proposal Abstract

The Proposal Abstract may not exceed one (1) page.

The Nevada County Superintendent of Schools (NCSOS), as the Lead Public Agency (LPA), in collaboration with Nevada Joint Union High School District, Grass Valley City School District, Nevada County Public Health and Nevada County Tobacco Use Prevention Education Program, propose the planning and implementation of a youth-led alternative to suspension program and an accompanying school-based intervention program for youth substance use. The target population is youth in grades 7-12 who attend either Lyman Gilmore Middle School, Nevada Union High School, Bear River High School or Silver Springs Continuation High School in Nevada County, CA. The scope of the proposed project includes the implementation of a peer-based Alternative to Suspension Program (A2S) that is restorative in nature. The ultimate goal is a non-punitive collaboration of administrators, substance use counselors and Youth Advocates that support students and provide intervention and support and resources to keep them in school. All students going through the A2S program will have an opportunity to participate in a harm-reduction Alcohol and Drug Safety Skills Training with their parents or guardians that will help them safely navigate their risk taking years. Interested students will also be trained as Youth Advocates, where they learn restorative practices to help their peers. Youth Advocate training will be offered to both offending and non-offending students and will teach them leadership and intervention skills. Our proposal includes creating school and community trainings on restorative practices and how to use them effectively with students. These programs will be based on the highly successful Youth Transforming Justice Program in Marin, CA. In addition, school-based substance use intervention programs will be established to offer onsite counseling to students as part of their Alternative to Suspension plan. All substance use intervention services will be evidence-based and trauma informed and will include both individual and group counseling. All of the programs will aim to change attitudes and beliefs and ultimately behavior around marijuana use with the goal of improved overall health.

## Proposal Narrative

The Proposal Narrative section may not exceed eight (8) pages in total. See pages 19-20 for corresponding Rating Factors and Criteria.

### 1. Project Need (Percent of Total Value: 25%)

Western Nevada County is a small, geographically distinct, rural-exurban community Northeast of Sacramento in the Sierra Nevada Foothills. Our region is defined by two small towns; Grass Valley and Nevada City, ringed by smaller rural towns and home to a population of less than 100,000 residents. Due to its unique geography, Nevada County was never suited for large scale industrial farming, but has gained notoriety for its cottage industry of marijuana cultivation. Nevada County commonly considers itself as one corner of the so-called "Emerald Triangle, a region of California on the coastal range known for pot growing, with Nevada County claiming to be third largest producer of marijuana next to Mendocino and Humboldt. Because of the easy access and beliefs surrounding cultivation and use, the culture of marijuana as socially acceptable and/or medicinal is both pervasive and persistent in our community, with many youth seeing no health risks with regular "chronic" use.

According to the U.S Census and Bureau of Labor statistics compiled by Data USA and the CA Community College Chancellor's Office (CCCCO), the median household income for Nevada County in 2020 was \$60,240 with an accompanying poverty rate of 11.4%. Compare this with neighboring Placer County's median household income of \$88,592 and poverty rate of 8.02%. Employment growth was a feeble 0.54% that same year, again compared to Placer's 4.88% growth. Nevada County's ratio of medical and mental health professionals to patients is twice that of Placer (too few) but hosts a suicide and violent crime rate double that of neighboring Placer (1). The present economic situation is certainly worse, with an unemployment rate on the rise and social isolation from the COVID pandemic. A pandemic-limited harvest and sale season has contributed to copious availability and record "chronic" use among youth in Nevada County, already higher than most communities. Add this to the steady increase of students designated as socioeconomically disadvantaged, as seen in the past five years of School Accountability Report Cards for the schools connected to this proposed project. (2)

The voter approval of Prop 64 in 2016 was seen locally as an affirmation of cannabis cultivation and culture, but Nevada County has moved slower than most on the zoning,



permitting and approved placement of dispensaries in both Nevada City and soon to follow, Grass Valley. One large dispensary is now open, while three more are permitted and under construction. Prop 64 has contributed to the increased availability of marijuana and cannabis products, both through compliant dispensaries and the accompanying increase in legal cultivation and continued illegal cultivation. Our community continues to support a low-cost local black market, readily accessible to youth.

Many youth admit to using marijuana to manage stress, help with insomnia and cope with anxiety and depression. These new social norms have penetrated our school system and have resulted in recent record high discipline incidents and accompanying suspension numbers. Research shows that suspensions disproportionately affect at-risk students and students of color. Suspension as a consequence is now widely understood to contribute to increased absenteeism, decreased academic success, increased risk of entering the juvenile justice system, and leading to a high dropout rate. The associated social effects of not having a diploma include statistically lower lifetime income, higher incarceration rate, increased likelihood of reliance on government assistance, and most shocking, a reduced life expectancy of 9 to 12 years. (3)

The negative outcomes associated with chronic substance use are also well documented. Unfortunately, the prevailing social media atmosphere has contributed to the idea that not only is marijuana harmless, but beneficial. While the science is still out on either of these two questions for adults, there are multiple studies that point to significant adverse effects and negative outcomes for young adults and children in all stages of brain development (our target population is 12-18 year olds) (4). In addition to social media culture, both locally and nationally, various traditional marketing strategies are at play; ranging from billboards to graphic advertisements for dispensaries and grow and smoke shops that include images of cartoon characters, candy flavored edibles, fruit infused vape liquids, and explicit connections to pop culture lifestyles and fashion.

Current programs regarding prevention and intervention are underserving Nevada County students. After an infraction, youth 13-18 (until recently) had access to 6-8 intervention sessions during school periods once a week, contracted through an outside agency shared among 6 schools. Funding structure, certification requirements, and lack of school integration, made access to these services inconsistent and limited, and failed to include critical components like self referral. Existing resources also lacked central coordination

with individual treatment professionals were disconnected from the day to day school staff and student culture. Looking towards effective models, Nevada County Superintendent of Schools (NCSOS) proposes to embed this program directly into target Nevada County schools in this grant proposal. Key components of this program involve evidence based practices like restorative justice conferencing, youth advocacy and substance use treatment and intervention lacking from existing services.

Data that drove the stakeholder group that authored this grant proposal fall into two categories; 1. Student substance use statistics and 2. Student substance-connected suspensions at our two target school districts. CA Healthy Kids Survey (CHKS) data for the past three years at both target districts is revealing. 7th graders at Lyman Gilmore Middle School (LGMS) in Grass Valley School District (GVSD) reported current Alcohol and Other Drug (AOD) use at 2% in 2017/18, 8% in 2018/19 and 10% in 2019/20. When CHKS started reporting on current marijuana use specifically, similar growth trends surface; 3% in 2018/19, 6% in 2019/20. Data from Nevada Joint Union High School District (NJUHSD) has 33% of 11th graders reporting current AOD use in 2017/18, 35% in 2018/19, and 33% in 2019/20. Current marijuana use was reported at 14%, 22%, and 21% respectively. Finally, Silver Springs Continuation High School (SSHS), reports numbers more than doubling at 69%, 71%, and 62% for AOD use and 41%, 66% and 55% for Marijuana those same years. (5)

Suspension data for target schools is also telling. GVSD's Lyman Gilmore posted a 6.1% suspension rate in 2016/17, 9.3% in 2017/18, and 5.9% in 2018/19, the last year of CA School Dashboard data available. NJUHSD on the other hand posted 8%, 10.2% and 11.1% for these years respectively, while Silver Springs specifically (within NJUHSD) reported a 36.6% suspension rate in 17/18 and a 40.4% rate in 19/20. These last numbers should be compared to a CA State suspension rate of 3% those years. These are one time reported suspensions divided against a total school enrollment number; deeper analysis reveals a multiple suspension percentage of nearly twice as high, and drilling into student information system data at the incident level reveals that 30% of suspensions are directly related to Alcohol or Other Drugs and that addiction, "nic-fitting" and drugs can be secondarily connected to an additional 30% of suspensions with dispositions variously identified as disruption, cutting, fighting, etc. Meaning AOD are potentially connected to as much as 2/3rds of suspensions. (6)

This grant was generated and authored via a robust stakeholder based process championed by NCSOS in close collaboration with NJUHSD and GVSD. School administrators, counselors, County TUPE Coordinator, and current site intervention specialists were all part of the process, along with the County Health Coordinator, Coordinator of School Safety, Nevada County Public Health, and the county executive government. Specific projects needs connect to Local Control Accountability Plans (LCAPs) identified goals in both districts. (7) Most importantly, both school districts are in the CA Dept of Education (CDE) “Differentiated Assistance” process based on the alarming suspension statistics previously detailed. This corrective process, led by NCSOS, produced a range of “change ideas” and proposed solutions that directly led to identified efforts in this proposal. (8).

## **2. Project Description (Percent of Total Value: 50%)**

This project proposes a peer-driven Alternative to Suspension (A2S) program and substance use intervention and prevention program in the four most at-risk schools in Nevada County. The implementation of the A2S program is designed to be a comprehensive response to the impact of Prop 64 in Nevada County. This project is aimed at reducing student suspensions and directly reducing harm and negative outcomes surrounding student substance use. NCSOS and its partners are prepared to match and supplement this potential funding through Comprehensive Support and Improvement (CSI) funds as well as Local Control Funding (LCFF). (9)

The proposed A2S program will bring a formal Restorative Justice (RJ) approach to student discipline at three high schools and their largest local “feeder” middle school. Managed by a coordinator from NCSOS, this program trains and facilitates high school students to lead restorative conferences in a “peer court” model. Student leaders will be trained in a Youth Advocate (YA) Training that includes non-violent communication, problem solving, relationship building, empathy practice, and decision making. Youth Advocates that serve semester long terms will receive \$250 stipends for their service. Youth participants (“offenders”) in the process can be “adjudicated” to serve as “peer jurors” in subsequent conferences (the RJ approach does not employ this legal language). This “feedback loop” of students is voluntary and involves careful training to increase protective factors and prosocial engagement, while remaining culturally relevant and youth-driven. An adult

certificated professional, the proposed Restorative Practices Coordinator (RPC) for the high schools, will deliver YA Trainings for peer educators, recruited program leaders, and coordinate with school administrators and intervention specialists at each school. They will also provide individual case management of reparative program elements, formal Brief Interventions, and act as liaison to the substance use branch of the program.

The Alternatives to Suspension program will divert students that have committed suspension-level campus offenses to an on-campus Peer Restorative Conference Team that will hear about the case, interview the referred teen and build an effective restorative consequence through a formal hearing. The proposed A2S program satisfies several needs simultaneously. First, it will keep participants in school learning and pursuing their education rather than the separation from school that a traditional suspension represents. Second, it will provide structure and opportunity for participants to reflect on their choices, repair harm with others, and learn about the impacts of their behavior. Finally, the proposed A2S program will connect the referred student/participant to direct resources that support individual needs, including treatment. Peer counselors run the conference, gather from the participant facts and details about the violation, and interview participants about the details and the impact of their actions, school life, family life, history with substances, interests, challenges and personal goals. At the conclusion of the Peer Team interview, they will work with the youth to determine an appropriate restorative plan, which may include a built-in service requirement for future Peer Conference Team participation. Restorative plans may also include reflective essays, apologies, community engagement and service activities, academic tutoring, socioemotional or crisis counseling, or other recommendations based on the needs of the individual participant youth. In addition to the Restorative Plan, students may be referred to a 12-hour Drug and Alcohol Safety Skills training that includes a parent or guardian.

The A2S process is supported by a secondary Substance Use Intervention and Treatment (SUIT) program. This program has two primary components: an Alcohol & Drug Safety Skills course, and a school-embedded AOD treatment counselor conducting one on one and group therapy sessions in an evidence-based substance treatment model. This treatment approach removes access barriers and increases service continuity. The former family training will be facilitated by NCSOS in a central county location and will include a 6-hour Saturday for teens and a parent or guardian and will be conducted with small groups

of between 5-8 families per session. This will be followed by three, 2-hour afternoon sessions the following week for teens only. The training provides youth and their families with strategies and skills to curb high risk behaviors connected to alcohol and other drugs. The Tobacco Use Prevention Education (TUPE) program will also collaborate in creating the Alcohol and Drugs Safety Skills Class.

The target population of this project is youth between 7th to 12th grade with substance use infractions at the largest middle school (LGMS), three comprehensive high schools (Nevada Union & Bear River High Schools) and the primary alternative high school (SSHS) in Nevada County. These sites host the county's highest concentration of socioeconomically disadvantaged (SED) students. This total population of 2960 students demonstrates the greatest need for intervention and non-punitive support to keep them in school and lead a healthy lifestyle.

Our model closely follows the Youth Transforming Justice (YTJ) program in Marin County. YTJ runs restorative and trauma-informed youth programs including the Marin Youth Court, which is responsible for diverting nearly 1,300 youth from the juvenile justice system in the past 16 years. With a 95% completion rate and a 7% recidivism rate, the program is demonstrably successful. YTJ also runs a robust School Suspension Alternatives program that has kept thousands of additional middle and high school students in school. (10) Like Nevada County, 70% of the cases involve drugs, alcohol or marijuana. YTJ designers consulted with our project stakeholders and this proposal includes contracted professional development with this organization.

Finally, the proposed A2S and SUI programs will thoughtfully leverage existing resources in Nevada County, both within and outside of the base school districts. These agencies include Nevada County Public Health, NevCo TUPE Program, Granite Wellness Teen Clinic, Coalition for Nevada County Youth, New Opportunities and Events (NEO), and the Friendship Club mentor program.

### **3. Project Evaluation (Percent of Total Value: 15%)**

NCSOS will work with the researchers at the University of California, San Diego (UCSD) to conduct the project evaluation. A letter of commitment from the leader of the UCSD group, Dr. Shu-Hong Zhu, is included in the application. Dr. Zhu is a professor at the UCSD School of Public Health and a recognized evaluation researcher. He is contracted

by the California Department of Education (CDE) to evaluate the Tobacco Use Prevention Education (TUPE) program. The CDE currently funds 60 TUPE projects across the state of California and Nevada County is one of them. Ms. Mahurin, who leads the Nevada County TUPE, has worked with Dr. Zhu on TUPE evaluation. Dr. Zhu also directs Project YVAPE (<https://yvape.org/>), a program that serves as an alternative to suspension for students who are caught vaping (nicotine or marijuana) on school grounds. Dr. Zhu's group is well equipped to provide evaluation for school-based prevention programs in general, and alternative-to-suspension projects in particular.

The primary goal of this proposed project is to help students who are suspended for substance-connected activities. However, a broader goal is to change general student attitudes towards substance use, thereby reducing the numbers of offending students. Accordingly, the evaluation for this project will be designed at two levels.

To examine whether the project achieves its primary goal of helping the offending students, the evaluation will track the project activities associated with the A2S program and their outcomes. Examples of process measures that will be tracked include the number of staff trained to help the students, the number of non-offending students who volunteer for the A2S program as helpers, the types of intervention activities occurring, and the number of intervention sessions and the length of each session. Process measures can also include qualitative interviews with selected A2S program participants (both the offending students and their helpers).

Examples of outcome measures that will be tracked include the rate of offending students that have been referred to A2S program, the A2S program completion rate, and the recidivism rate for those who have completed the program. To examine whether the project achieves its broader goal of impacting the students at large, the evaluation will survey the students and examine school records to detect any changes in the rate of students violating school policies. Before any intervention activity is implemented, a baseline survey will be conducted of all students in participating schools. The survey will examine issues such as the students' attitude toward substance use and associated behaviors (e.g., whether they have used marijuana in school in the last 30 days), their understanding of the consequences of substance use on school grounds, and their awareness of any programs that help students who have substance use problems. The

student survey will occur annually in order to measure any change in student attitude and behavior after the interventions are implemented. The school records on suspension will be examined every semester.

The UCSD team is committed to holding monthly Zoom meetings with the NCSOS team to ensure that evaluation is integrated into every phase of the project. NCSOS will invite the UCSD team to attend the Grantee Orientation so that the evaluation team is familiarized with the monitoring and reporting requirements of the grant. Prior to the implementation phase, the NCSOS team will review its activities, monitoring, and evaluation plan with the UCSD team, who will share their input on improving project components or evaluation methods. During the implementation phase, the NCSOS team will share monthly summaries of activities implemented and data tracked with the UCSD team on a regular basis, to ensure the evaluation team stays abreast of developments in program implementation. Data sharing agreements will be established as appropriate between the NCSOS, UCSD evaluators, and each site's administration to permit the sharing of disciplinary data (such as suspension rates, etc.).

The basic research design used to evaluate this project will be to compare the outcome data (e.g., suspension and recidivism rates) before and after project activities are implemented in participating schools. In addition to the pre-post method, records on student suspension from other non-participating schools in Nevada County can be examined to determine if outcome measures among participating schools differ from that of non-participating schools (comparison group) during the same period of time. While participating and non-participating schools may differ in many aspects, the overall change between these two groups of schools will be examined. Combined with process measures tracked during implementation of intervention activities, the data comparison will allow the evaluation research team to assess the extent that improvements, if any, among students in participating schools are attributable to the project's interventions.

## Prop 64 PH&S Grant Program Request for Proposals Project Work Plan

The Project Work Plan may not exceed two (2) pages. See Appendix L for full instructions.

<b>(1) Goal:</b>	Reduce Suspension Rates at the four schools selected for this proposal.		
Objectives (A., B., etc.)	A. By September of 2021 Offending students will be given the option of participating in an Alternative to Suspension Program. B. By October of 2021 Restorative Circles will begin at Silver Springs High School (pilot school) By January of 2022 Restorative Circles/Hearings will begin at the remaining 3 sites C. By April of 2024 Suspension rates will have decreased by 20%. D. By April of 2024 A2S completion rate will be 75%		
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline
			Start Date      End Date
Hire Restorative Practices Coordinator (1.0 FTE)		Program Coordinator	5/21              8/21
Hire Intervention Specialist (1.0 FTE)		Program Coordinator	5/21              8/21
Create MOU's for the four school sites participating in the programs.		Program Coordinator	5/21              8/21
Form monthly collaborative group and begin implementation planning meetings		Program Coordinator	5/21              4/24
Provide school/staff training on Restorative Practices		Program Coordinator and Consultant	8/21              6/22
Train Youth Advocates on restorative process		Program Coordinator and Consultant	8/21              4/24
Hold Restorative Conferences and create Restorative Plans		Restorative Practices Coordinator	9/21              4/24
<b>(2) Goal:</b>	Reduce youth marijuana and substance use		
Objectives (A., B., etc.)	A. By September 2021 provide school based substance use counseling program B. By April 2024 collect 150 youth pre and post surveys from participants in Alcohol and Other Drugs Safety Class C. By April, 2024 collect pre and post surveys from students participating in Alternative to Suspension Programs D. By April, 2024 recidivism rates for substance using offenders will decrease by 25%		
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline
			Start Date      End Date
Restorative Conferences		Restorative Practices Coordinator	10/21              4/24
Substance-use counseling and intervention,		Intervention Specialist	9/21              4/24



Alcohol and Other Drugs Safety Class		Program Coordinator and TUPE Program Coordinator	10/21	4/24
Referrals to outside agencies as needed.		Intervention Specialist	9/21	4/24
<b>(3) Goal:</b>	Increase access to SUD treatment			
Objectives (A., B., etc.)	A. Provide school based SUD treatment at all four sites B. Promote services so students know how to access them C. Provide SUD treatment to students in the A2S program D. Refer students to more extensive outside SUD services as needed E. By April 2024 provide SUD treatment to 100 students at the four sites			
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline	
			Start Date	End Date
Hire Full-time Intervention Specialist (SUD Counselor)		Program Coordinator	5/21	8/21
Train Intervention Specialist on SUD Curriculum, Brief Intervention and Trauma Informed Care		Program Coordinator and Consultant	8/21	11/21
Develop Referral System on school sites for students not in A2S program but wanting counseling.		Program Coordinator and school administrators	8/21	12/21
<b>(4) Goal:</b>				
Objectives (A., B., etc.)				
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline	
			Start Date	End Date

## Proposal Budget

### 4. Project Budget – Table and Narrative (Percent of Total Value: 10%)

**A. Budget Table** (use the table provided below): Applicants are limited to the use of the Line Item categories listed and are not required to request funds for every Line Item listed. If a budget line item is not applicable for the proposed project, complete with entering \$0.

**Total Grant Funds Requested:** Complete this column, for the total grant funds requested for the full 3-Year grant funding term (May 1, 2021 to April 30, 2024) for all grant related activities/items. The Total amount for this column must equal the dollar amount provided in Section E of the Application Information Form. Use whole numbers only.

**Grant Funds Proposed for PPA 1** (Youth Development/Youth Prevention & Intervention): Of the grant funds requested within each line item for the "Total Grant Funds Requested" column, complete this column for the grant funds to be used specifically for the mandatory PPA 1- Youth Development/Youth Prevention & Intervention for the full 3-Year grant funding term (May 1, 2021 to April 30, 2024). This column **MUST** total at least ten percent (10%) of the Total Grant Funds Requested column and must equal the dollar amount provided in Section F of the Application Information Form. Use whole numbers only.

**Please verify total amounts as columns do not auto-calculate.**

PROPOSED BUDGET LINE ITEMS	GRANT FUNDS REQUESTED		*GRANT FUNDS PROPOSED FOR PPA 1
1. Salaries and Benefits	\$ 361,684	→	\$ 361,684
2. Services and Supplies	\$ 3,142	→	\$ 3,142
3. Professional Services	\$ 424,100	→	\$ 424,100
4. Non-Governmental Organizations (NGO) Contracts	\$ 0	→	\$ 0
5. Indirect Costs / Administrative Overhead (may not exceed 10% of grant award)	\$ 74,074	→	\$ 74,074
6. Equipment / Fixed Assets	\$ 3,000	→	\$ 3,000
7. Data Collection / Enhancement	\$ 0	→	\$ 0
8. Program Evaluation	\$ 100,000	→	\$ 100,000
9. Sustainability Planning	\$ 0	→	\$ 0
10. Other (include travel & training costs)	\$ 9,000	→	\$ 9,000
11. Financial Audit	\$ 25,000	→	\$ 25,000
<b>TOTAL</b>	<b>\$ 1,000,000</b>	<b>→</b>	<b>\$ 1,000,000 *</b>

\* This column **MUST** total at least ten percent (10%) of the Total Grant Funds Requested.

## Budget Narrative

The Budget Narrative may not exceed four (4) pages. Dollar amounts must be in whole numbers and match the corresponding Line Item amounts provided in the Budget Table.

**1. Salaries and Benefits: \$ 361,684**

Program Coordinator (.50 FTE).....\$137,604 for 3 years

This position oversees all aspects of the program. Duties include managing the grant, reporting, evaluation liaison, coordinating county-wide trainings, collaborating with administrators and staff at school sites, supervising the Intervention Specialist and liaison to Restorative Practices Coordinator.

TUPE Program Coordinator: (.10 FTE).....In Kind

The TUPE Program Coordinator. She will work collaboratively with the Prop 64 Grant Program Coordinator to create the Saturday Alcohol Safety Training course and collaborate with existing TUPE programs.

Intervention Specialist (1.00 FTE).....\$224,080 for 3 years

This position provides substance use counseling to students at the 4 school sites. Services include individual and group counseling, referrals to outside agencies as needed, record keeping and reporting to the Program Director.

**2. Services and Supplies: \$ 3,142**

Expenditures for office supplies, printing, brochure development/marketing materials, curriculum.

**3. Professional Services: \$ 424,100**

Youth Transforming Justice Program Consultant: NCSOS will contract with Don Carney from Youth Transforming Justice Program in Marin, CA to train staff and students on creating and implementing the Alternative to Suspension, Youth Advocate Training and Alcohol Safety Training programs. \$60,000 for 3 years.

Restorative Practice Coordinator: NCSOS will contract with the Nevada Joint Union High School District to hire a coordinator to develop and implement the Restorative Programs at the three high school sites. Duties will include facilitating Restorative Circles, recruiting and training youth, case management, liaison to substance abuse

counselor, provide brief intervention and participate in SAM and SST meetings as needed. \$364,100 for 3 years.

**4. Non-Governmental Organizations (NGO) Contracts: \$ N/A**

**5. Indirect Costs (not to exceed 10% of the actual total direct project costs): \$ 74,074 (8%)**

**6. Equipment / Fixed Assets: \$ 3,000**

Three laptop computers for the Program Coordinator, Intervention Specialist and Restorative Practice Coordinator.

**7. Data Collection / Enhancement: \$ N/A**

**8. Program Evaluation: \$ 100,000**

We will contract with Shu-Hong Zhu at Professor, Family Medicine and Public Health at UC, San Diego for evaluation. His team will conduct school-wide and program-wide surveys as well as case study research. They will interpret and analyze all data and provide reports on the effectiveness of the programs.

**9. Sustainability Planning: \$ N/A**

**10. Other (include travel and training costs): \$ 9,000**

Travel expenses include the costs of traveling to required trainings with the grant, travel to Marin for program observation at Youth Transforming Justice by staff, utilization of private vehicles by Program Coordinator, Intervention Specialist and Restorative Practices coordinator between sites. (\$3,000/year for 3 years)

**11. Financial Audit: \$ 25,000**

We will contract with an outside agency to conduct the Financial Audit.

## Additional Request for Proposals Information

1. Data Usa; <https://datausa.io/profile/geo/nevada-county-ca>  
 U.S Census Bureau, 2019; [www.census.gov](http://www.census.gov)  
 U.S Bureau of Labor Statistics; <https://www.bls.gov/>
  
2. School Accountability Report Card (SARC); <https://www.cde.ca.gov/ta/ac/sa/>
  
3. EdSource Jan, 2019: *California's student suspension rates are far higher in rural schools*; <https://edsource.org/2019/californias-student-suspension-rates-by-far-the-highest-in-rural-schools/>  
 Alliance for Excellent Education; *The High Cost of High School Dropouts: The Economic Case for Reducing the High School Dropout Rate*;  
<https://all4ed.org/take-action/action-academy/the-economic-case-for-reducing-the-high-school-dropout-rate/>  
 Drug Alcohol Depend. 2016 Jan 1;158:60-6. *The long-term effects of school dropout and GED attainment on substance use disorders*. Drug Alcohol Depend. 2016 Jan 1;158:60-6.
  
4. Jacobus J, Tapert SF. Effects of cannabis on the adolescent brain. *Curr Pharm Des*. 2014;20(13):2186-2193.
  
5. California Healthy Kids Survey, 2016 - 2019. <https://calschls.org/reports-data/>
  
6. California Schools Dashboard; <https://www.caschooldashboard.org/>  
 California Department of Education (CDE) Suspension Data;  
<https://www.cde.ca.gov/ds/sd/sd/filesd.asp>  
 CDE Dataquest; <https://data1.cde.ca.gov/dataquest/>
  
7. Local Control Accountability Plans; <https://nevco.org/lcap/>  
 Nevada County Superintendent of Schools  
 Nevada Joint Union High School District  
 Grass Valley School District
  
8. \*\*\* Emerging change ideas from Differentiated Assistance exercise, district-wide, facilitated by NCSOS
 

Initiatives	Scaled Score
Continue PLC approach to all staff/departments district-wide	26.6
Develop an RP Implementation Plan	25.1

Designate and fund a Restorative Practices Coordinator	25
Implement Check-in/Check-out	24.6
Build a Classroom Professional Code of Ethics (work w/NJUHSTA)	23.1

9. Comprehensive Support and Improvement Plan, Nevada Joint Union High School District;  
<https://www.njuhsd.com/documents/2020%E2%80%9321%20Every%20Student%20Succeeds%20Act.pdf>
10. Youth Transforming Justice, Marin County, California; <https://www.ytjustice.org/>



SHU-HONG ZHU, PH.D.  
PROFESSOR & FOUNDING MEMBER, HERBERT WERTHEIM SCHOOL OF PUBLIC HEALTH  
DIRECTOR, CENTER FOR RESEARCH AND INTERVENTIONS  
IN TOBACCO CONTROL  
TEL: (858) 300-1056  
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EMAIL: szhu@ucsd.edu

9500 GILMAN DRIVE # 0905  
LA JOLIA, CALIFORNIA 92093-0905

EXPRESS PACKAGE DELIVERY ONLY:  
6256 GREENWICH DRIVE SUITE 400  
SAN DIEGO, CALIFORNIA 92122

January 27, 2021

Board of State and Community Corrections  
Corrections Planning and Grant Programs Division  
2590 Venture Oaks Way, Suite 200  
Sacramento, CA 95833

To whom it may concern,

I am pleased to express enthusiastic support for the Nevada County's application for the Proposition 64 Public Health and Safety Grant, led by the Nevada County Superintendent of School's Office (NCSOS). Nevada County Superintendent of School's Office (NCSOS) will partner with my research team at the University of California, San Diego (UCSD) to conduct evaluation for the proposed project.

I am a professor at the UCSD Herbert Wertheim School of Public Health and Human Longevity Science. My team at UCSD is contracted by the California Department of Education to evaluate the Tobacco Use Prevention Education (TUPE) program. TUPE is a comprehensive school-based tobacco prevention program funded by Prop. 99 and Prop. 56. A total of 60 TUPE projects across the state of California were funded in the latest grant cycle and Nevada County is one of them. As the lead evaluator for the overall TUPE program, I and my team have worked with Ms. Marlene Mahurin (who is the Nevada TUPE coordinator) for several years. In addition, I am the Principal Investigator for YVAPE (Youth Vaping Alternative Program Education). YVAPE is an education program that provides an alternative to suspension for school children who are caught vaping on school grounds (whether they vape nicotine or marijuana). Thus, my team is equipped to provide evaluation for school-based prevention programs in general and alternative to suspension projects in particular.

Over the years, my team at UCSD has witnessed NCSOS's commitment to expanding youth prevention and treatment services countywide, particularly serving the most at-risk students. For example, their Tobacco Use and Prevention Education Program serves students in 20 local middle and high school sites and provides prevention education, youth advocacy opportunities and intervention and cessation support. NCSOS has worked collaboratively with a number of local agencies, such as Nevada County Public Health and the Coalition for Nevada County Youth, to provide youth-led activities to facilitate change when it comes to nicotine and marijuana use.

The legalization of marijuana has led to an increase in normalization of use and a decrease in the perception of harm. The Alternative to Suspension Programs and Intervention Services described in this proposal will provide an avenue for all interested students to learn about restorative practices, motivational interviewing, impact of substance use on the developing teen brain and harm-reduction strategies. It will further support the most at-risk students by providing a restorative Alternative to Suspension plan that will help keep them in schools and providing substance use counseling, intervention and support to reduce their risk of developing substance use disorders.

I am fully committed to supporting the proposed program and collaborating as an independent third-party evaluator of the intervention components of their program to address marijuana and substance use among students in Nevada County.

Sincerely,

A handwritten signature in black ink, appearing to read "Shu-Hong Zhu".

Shu-Hong Zhu, PhD  
Professor and Director



January 25, 2021

**Board of State and Community Corrections**

Corrections Planning and Grant Programs Division  
2590 Venture Oaks Way, Suite 200  
Sacramento, CA 95833

I am writing on behalf of the Nevada Joint Union High School District (NJUHSD) to express our support of Nevada County's application for the Proposition 64 Public Health and Safety Grant, led by the Nevada County Superintendent of School's Office (NCSOS). NCSOS has an extensive history of working in collaboration with local schools and community agencies to improve the health and safety of Nevada County students. Over the years, NJUHSD has witnessed NCSOS's commitment to expanding youth prevention and treatment services countywide, particularly serving the most at-risk students. One example of this is, their Tobacco Use and Prevention Education Program which serves students in 20 local middle and high school sites in the county, and provides prevention education, youth advocacy opportunities and intervention and cessation support.

NCSOS has worked collaboratively with a number of local agencies, such as Nevada County Public Health department and the Coalition for Nevada County Youth, to provide youth-led activities to facilitate change when it comes to nicotine and marijuana use. The legalization of marijuana has led to an increase in normalization of use and a decrease in the perception of harmful effects of marijuana use. As a result, our schools will benefit from the proposed Alternative to Suspension Programs and Intervention Services described in this proposal. It will provide an avenue for all interested students to learn about restorative practices, motivational interviewing, the impact of substance use on the developing teen brain, and harm-reduction strategies. It will further support the most at-risk students by providing a restorative Alternative to Suspension plan that will help keep them in schools and providing substance use counseling, intervention and support to reduce their risk of developing substance use disorders.

The Nevada Joint Union High School District is committed to supporting the proposed program and working in collaboration on all elements to support its success..

Thank you for your time and consideration.

Sincerely,

Dan Frisella  
Assistant Superintendent  
[dfrisella@njuhsd.com](mailto:dfrisella@njuhsd.com)



**Ryan Gruver**  
Health and Human Services Agency  
Director

500 CROWN POINT CIRCLE, STE 110  
GRASS VALLEY, CA 95945

TELEPHONE (530) 265-1450

**Nevada County  
Health and Human  
Services Agency**

***Public Health Department***

**Jill Blake, MPA**  
Public Health Director  
**Scott Kellermann, MD, MPHTM**  
Public Health Officer

10075 LEVON AVE, STE 202  
TRUCKEE, CALIFORNIA 96161  
TELEPHONE (530) 582-7814

Board of State and Community Corrections  
Corrections Planning and Grant Programs Division  
2590 Venture Oaks Way, Suite 200  
Sacramento, CA 95833

I am writing on behalf of Nevada County Public Health Department to express support of Nevada County Superintendent of School's Office's (NCSOS) application for the Proposition 64 Public Health and Safety Grant.

NCSOS has an extensive history of working in collaboration with local schools and community agencies to improve the health and safety of Nevada County students. Over the years, Nevada County Department of Public Health has witnessed NCSOS's commitment to expanding youth prevention and treatment services countywide, particularly serving the most at-risk students. For example, their Tobacco Use and Prevention Education Program serves students in 20 local middle and high school sites and provides prevention education, youth advocacy opportunities and intervention and cessation support.

NCSOS has worked collaboratively with a number of local agencies, including NCPHD and the Coalition for Nevada County Youth, to provide youth-led activities to facilitate change when it comes to nicotine and cannabis use.

Data shows the legalization of cannabis has led to an increase in the normalization of use and a decrease in the perception of harm for many students. As a result, our schools will benefit from the proposed Alternative to Suspension Programs and Intervention Services described in this proposal. It will provide an avenue for all interested students to learn about restorative practices, motivational interviewing, the impact of substance use on the developing teen brain and harm-reduction strategies. It will further support students by providing a restorative Alternative to Suspension plan that will help keep students in school and provide substance use counseling, intervention and support to reduce their risk of developing substance use disorders.

Nevada County Public Health Department is excited about the proposed program and collaborating where appropriate.

Thank you for your time and consideration.



Jill Blake  
Director  
Nevada County Public Health Department



**GRANITE**  
WELLNESS CENTERS

A Wellness-Focused Recovery Organization

Auburn | Grass Valley | Kings Beach | Lincoln | Roseville | Truckee |

January 27<sup>th</sup>, 2021

Board of State and Community Corrections  
Corrections Planning and Grant Programs Division  
2590 Venture Oaks Way, Suite 200  
Sacramento, CA 95833

To whom it may concern,

Granite Wellness Centers is happy to express support the Proposition 64 Public Health and Safety Grant, led by the Nevada County Superintendent of School's Office (NCSOS). NCSOS has an extensive history of working in collaboration with local schools and community agencies to improve the health and safety of Nevada County students.

Granite Wellness Centers is the primary provider of substance use disorder prevention, early intervention, and treatment services for adults and adolescents in Nevada and Placer counties, serving in Nevada County for over 40 years. We look forward to the opportunity to collaborate with NCSOS on this project by serving students referred to our prevention, intervention, treatment, and wellness services.

Normalization of marijuana use in our communities, and a decrease in the perception of harm, enhances risk for young people of developing substance use disorders.

Our organization looks forward to supporting the proposed program and collaborating where appropriate.

Thank you for your time and consideration.

Ariel Lovett, Chief Executive Officer  
Granite Wellness Centers



**COUNTY OF NEVADA  
COUNTY EXECUTIVE OFFICE**

950 MAIDU AVENUE, SUITE 220, NEVADA CITY, CA 95959-8617  
(530) 265-7040 ~ FAX (530) 265-9839 <http://mynevadacounty.com>

**Alison Lehman, CEO**

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January 27, 2021

To Whom it May Concern,

Nevada County, in collaboration with the Nevada County Superintendent of Schools is submitting an application for the Proposition 64 Public Health and Safety Grant. Nevada County meets all of the requirements outlined in the Request for Proposal (RFP) pertaining to cultivation bans. Nevada County has not banned both indoor and outdoor commercial cannabis cultivation in the unincorporated portions of Nevada County or retail sale of marijuana or marijuana products in the City of Nevada City.

As an applicant, our jurisdiction does not ban (i.e., prohibit, forbid or bar):

- ✓ All indoor commercial cannabis cultivation (including mixed light cultivation). Nevada County Ordinance No. 2467 enacted May 14, 2019.
- ✓ All outdoor commercial cannabis cultivation. Nevada County Ordinance No. 2467 enacted May 14, 2019.
- ✓ Establishment of business(es) licensed under Division 10 of the Business and Professions Code. Nevada County Ordinance No. 2467 enacted May 14, 2019 and City of Nevada City Ordinance No. 2018-10 enacted December 12, 2018.
- ✓ Operation of businesses licensed under Division 10 of the Business and Professions Code. Nevada County Ordinance No. 2467 enacted May 14, 2019 and City of Nevada City Ordinance No. 2018-10 enacted December 12, 2018.

Sincerely,

A handwritten signature in cursive script, appearing to read "Alison Lehman".

Alison Lehman

CEO

Nevada County Executive Office

**APPENDIX F**  
**Certification of Compliance with BSCC Policies**  
**Regarding Debarment, Fraud, Theft, and Embezzlement**

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

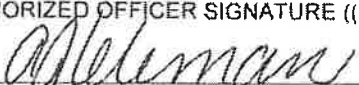
Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and signing below, applicant affirms that:

- I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.
- I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.
- I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

<b>AUTHORIZED SIGNATURE</b>			
<small>(This document must be signed by the person who is authorized to sign the Grant Agreement.)</small>			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	
Alison Lehman	County Executive Officer	530-265-7040	
STREET ADDRESS	CITY	STATE	ZIP CODE
950 Maidu Ave	Nevada City	CA	95959
EMAIL ADDRESS			
AUTHORIZED OFFICER SIGNATURE ((Blue Ink Only or E-signature))			DATE
x 			1/29/21

## APPENDIX A: PROP 64 PH&S SCORING PANEL ROSTER

Name, Title	Organization
Gordon Baranco, Chair, BSCC Board Member	Board of State and Community Corrections
Hollie Hall, Consultant, PhD.	Watershed Resource Specialist Humboldt, Trinity, and Mendocino Counties
Tanja Heitman, Chief Probation Officer	Santa Barbara County
Amy Irani, Director	Environmental Health Nevada County
Shannan Moon, Sheriff	Nevada County
Dave Nielsen, Retired Division/Policy Chief	CA Department Alcohol & Drug Programs, CA Department of Mental Health
Michael Salvador, Police Chief	City of Atwater
Jon Heredia, Chief Legal Officer Adjunct Professor of Cannabis Law	Chief Legal Officer Mirage Medicinal Golden Gate University School of Law
Miranda Rivers, Director of Operations	Trees of Knowledge
Miamah Reed, Youth Services Specialist	Sacramento Unified School District

**APPENDIX K**  
**Criteria for Non-Governmental Organizations Receiving**  
**Proposition 64 Public Health and Safety Grant Funds**

(Page 1 of 2)

The Proposition 64 Public Health and Safety (Prop 64 PH&S) Grant Program Request for Proposals (RFP) includes requirements that apply to non-governmental organizations that receive funds under this grant. All grantees are responsible for ensuring that any contracted third parties continually meet these requirements as a condition of receiving Prop 64 PH&S funds. The RFP describes these requirements as follows.

Any non-governmental organization that receives Prop 64 PH&S grant funds (as either subgrantee or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six months prior to the effective date of its fiscal agreement with the BSCC or with the Prop 64 PH&S grantee. Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement with the BSCC or the start date of the grantee-subcontractor fiscal agreement.
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address.

In the table below, provide the name of the Grantee and list all contracted parties.


**Grantee:**

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

Grantees are required to update this list and submit it to the BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the Prop 64 PH&S Grant RFP. These records will be subject to the records and retention language found in Appendices A and C of the Standard Agreement.

Unless prior approval is obtained, the BSCC prohibits disbursement or reimbursement to any NGO that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

**A signature below is an assurance that all requirements listed above have been met.**

<b>AUTHORIZED SIGNATURE</b> <b>(This document must be signed by the person who is authorized to sign the Grant Agreement.)</b>			
NAME OF AUTHORIZED OFFICER Alison Lehman	TITLE County Executive Officer	TELEPHONE 530-265-7040	
STREET ADDRESS 950 Maidu Ave	CITY Nevada City	STATE CA	ZIP CODE 95959
EMAIL ADDRESS ceo@co.nevada.ca.us			
SIGNATURE (Blue Ink Only or E-signature) x 			DATE 1/29/21



# COUNTY OF NEVADA HEALTH & HUMAN SERVICES AGENCY

950 Maidu Ave.  
Nevada City, California  
95959

*Agency Director*  
**Ryan Gruver**

Telephone (530) 265-1627  
Fax (530) 265-2295

Department Directors  
Phebe Bell, MSW, Behavioral Health  
Jill Blake, MPA, Public Health  
Mike Dent, MPA, Child Support Services/Collections/Housing &  
Community Services Division  
Rachel Roos, LCSW, Social Services

## AUTHORIZATION/ACKNOWLEDGMENT

The Nevada County Superintendent of Schools (“NCSOS”) authorized the County to apply to the Board of State and Community Corrections (“BSCC”) for the Prop 64 Public Health & Safety Grant Program Cohort 2 (“Grant”) in the amount of \$1,000,000 for the term of May 1, 2021 to October 31, 2024. NCSOS further authorized the County to name it as the Lead Public Agency of the Grant. NCSOS acknowledges that as Lead Public Agency, it will utilize Grant funds to administer the restorative justice program (“Program”) described in detail in the Grant application. NCSOS further acknowledges that as Lead Public Agency, it will directly receive Grant funds from the BCSS, and takes sole responsibility for both the Program and for all administrative and fiduciary responsibility of the Grant, including abiding by the terms of BSCC’s Prop 64 Standard Agreement.

I certify that this Authorization and Acknowledgment has been executed voluntarily and its signatory has the authority to sign on behalf of NCSOS.

Date: May 12, 2021

Name: Scott W. Lay

Job Title: Superintendent

Signature: *Scott W. Lay*  
Scott W. Lay (May 12, 2021 09:18 PDT)







# BSCC FYs 21-24 Authorization SR 21-0296 BOS 5.25

Final Audit Report

2021-05-12

Created:	2021-05-11
By:	Ashleigh Kitt (ashleigh.kitt@co.nevada.ca.us)
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## "BSCC FYs 21-24 Authorization SR 21-0296 BOS 5.25" History

-  Document created by Ashleigh Kitt (ashleigh.kitt@co.nevada.ca.us)  
2021-05-11 - 7:06:23 PM GMT- IP address: 71.193.22.155
-  Document emailed to Scott W. Lay (slay@nevco.org) for signature  
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-  Document e-signed by Scott W. Lay (slay@nevco.org)  
Signature Date: 2021-05-12 - 4:18:01 PM GMT - Time Source: server- IP address: 207.166.3.52
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