



RESOLUTION No. 22-499

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF A REVENUE AGREEMENT WITH THE TULARE SUPERINTENDENT OF SCHOOLS, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, DOING BUSINESS AS THE CALIFORNIA FRIDAY NIGHT LIVE PARTNERSHIP (CFNLP) PERTAINING TO THE FRIDAY NIGHT LIVE/CLUB LIVE PROGRAM IN NEVADA COUNTY IN THE MAXIMUM RECEIVABLE AMOUNT OF \$9,000.00 FOR THE TERM OF JULY 1, 2022 THROUGH JUNE 30, 2023

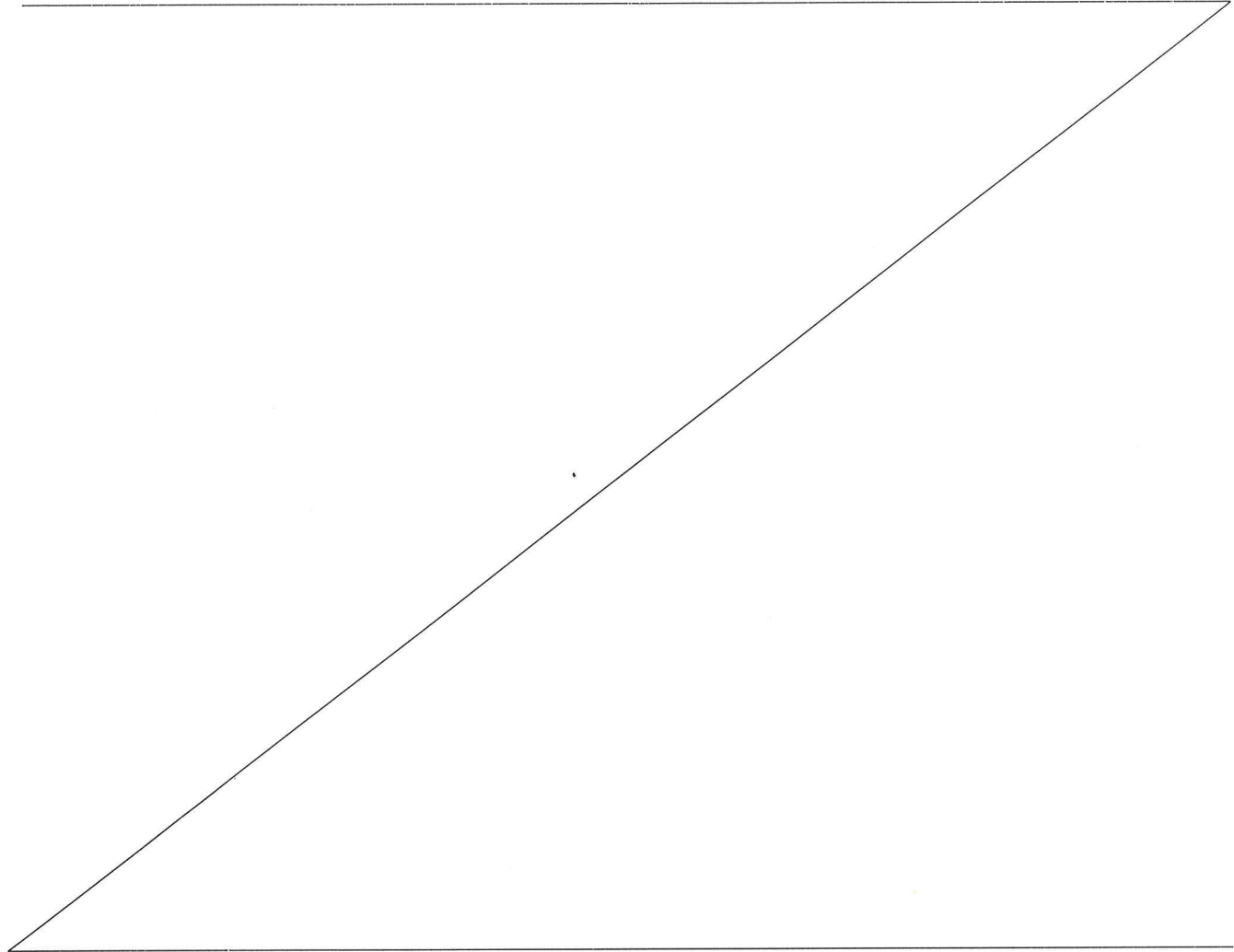
WHEREAS, The Tulare County Superintendent of Schools, through its program the California Friday Night Live Partnership (CFNLP), wishes to enter into an agreement with Nevada County Public Health Department (NCPHD) for a maximum contract of \$9,000 to support the implementation of Friday Night Live and Club Live programs in Nevada County; and

WHEREAS, Nevada County has had CFNLP programs, including Friday Night Live, Club Live and Friday Night Live mentoring, for nearly 30 years and these programs increase protective factors for youth as part of Nevada County Public Health Department's alcohol and other drug prevention work.

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 and the Tulare County Superintendent of Schools, a political subdivision of the State of California, d/b/a California Friday Night Live Partnership pertaining to the Friday Night Live (FNL) mentoring program for the term of July 1, 2022 through June 30, 2023, in the maximum amount of \$9,000, be and hereby is substantially approved in the same form attached hereto, and that the Chair of the Board is hereby authorized to execute the Agreement on behalf of the County of Nevada.

Fiscal Year 2022/23

Revenue 1589 40102 492 2731 / 449000 \$9,000



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 27th day of September, 2022, 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: 


Susan K. Hoek, Chair

9/27/2022 cc: PH*
AC*(hold)

10/17/2022 cc: PH*
AC*(release)

For TCOE Office Use	
Vendor #	_____
Req. #	_____
PO #	_____
Contract #	230338

AGENCY AGREEMENT

THIS AGREEMENT, is entered into between the **Tulare County Superintendent of Schools**, referred to as **SUPERINTENDENT** and **Nevada County Public Health**, referred to as **CONTRACTOR**.

ACCORDINGLY, IT IS AGREED:

1. **TERM:** This Agreement shall become effective as July 1, of 2022 and shall expire on June 30, 2023
2. **SERVICES:** CONTRACTOR shall provide services as set forth: (See attach Exhibit A for details. The Exhibit A is made part of this Agreement by reference.)
3. **COST OF SERVICES:** SUPERINTENDENT shall pay CONTRACTOR the sum of \$9,000. Payments will be made when evidence is provided that all deliverables have been complete.
4. **METHOD OF PAYMENT:**

A CONTRACTOR shall submit an invoice upon the completion of deliverables. CONTRACTOR shall send the invoice no later than July 15, 2023 by one of the three following methods:

MAIL: Tulare County Office of Education
California Friday Night Live Partnership
Attn: Azulie Wilson
6200 South Mooney Blvd., PO Box 5091
Visalia, California 93278-5091

EMAIL: azulie.wilson@tcoe.org

FAX: 559-737-4231

5. **INDEMNIFICATION:** SUPERINTENDENT and Contractor shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of SUPERINTENDENT or Contractor or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

6. **TERMINATION:** Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CONTRACTOR

Susan Hoek
Chair, Board of Supervisors
500 Crown Point Circle, Suite 110
Grass Valley, CA 95945

SUPERINTENDENT

Tim A. Hire, Superintendent
Tulare County Superintendent of Schools
Tulare County Office of Education
P.O. Box 5091
Visalia CA 93278-5091

By:  _____

Date: 10/17/2022

By:  _____

Date: 8/12/22

TCOE Program Information

Contact Person and Phone No.: Lynne Goodwin
Division: CFNLP
Program Title:
Budget Number: 010-58103-3-490000-400000-51000-00-9620

Please return two original copies to: Tulare County Office of Education
ATTN: Internal Business Services Secretary
P.O. Box 5091
Visalia, CA 93278-5091

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:

- Implement Friday Night Live (FNL) program(s): Friday Night Live (FNL) , Club Live (CL), Friday Night Live Kids (FNLK), and/or Friday Night Live Mentoring (FNLN) by supporting existing chapters and developing new chapters.
- Demonstrate efforts to become a Member in Good Standing (MIGS).
- Utilize the Primary Prevention SUD Data System (PPSDS), to report all FNL, CL, FNLK, FNLN.

2. RESPONSIBILITIES OF SUPERINTENDENT:

EXHIBIT A

FEE SCHEDULE

The contract total for services to be provided are estimated to be \$9,000.00, including travel or other expenses.

Payment will be made at the conclusion of the project year.