

RESOLUTION No. 24-387

# OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

#### RESOLUTION AUTHORIZING THE NEVADA COUNTY SHERIFF TO USE MONIES FROM THE ANTI-DRUG ABUSE/GANG DIVERSION FUND (#1679) IN THE AMOUNT OF \$15,000 FOR PROGRAM IMPLEMENTATION BY BRIGHT FUTURES FOR YOUTH TO COMBAT SUBSTANCE ABUSE AMONGST HIGH RISK ELEMENTARY AND SECONDARY SCHOOL AGE STUDENTS

WHEREAS, the Nevada County Sheriff's Office desires to fund non-profit programs for combatting substance abuse amongst high risk elementary and secondary school age students using the Anti-Drug/Anti-Gang Diversion Fund (1679) as called for in the Health and Safety Code; and

WHEREAS, the Sheriff's Office, District Attorney, Public Defender, Chief Probation Officer, and Police Chiefs collaborated with the Purchasing Division to solicit qualified providers and programs for Eastern and Western Nevada County in fiscal year 2021/22 and intended this program to continue into future years; and

WHEREAS, in fiscal year 2021/22 two programs were chosen, Bright Futures For Youth in Western Nevada County and Gateway Mountain Center in Eastern Nevada County with each being awarded \$15,000 for a combined total amount of \$30,000; and

WHEREAS, in fiscal year 2023/24 Bright Futures For Youth was awarded \$15,000 to offset cost of summer programs for high-risk youth/teens that incorporate anti-drug abuse/gang curriculum (Resolution 23-402); and

WHEREAS, the Sheriff's Office desires to grant Bright Futures for Youth a \$15,000 grant for continued implementation of programs combatting substance abuse amongst high-risk middle and high school age students for fiscal year 2024/25.

NOW, THEREFORE, BE IT RESOLVED that the Nevada County Board of Supervisors, on behalf of the County of Nevada, authorizes the Chair of the Board of Supervisors to execute the Grant Award Recipient Agreement, and approves the release of Anti-Drug Abuse/Gang Diversion Fund balance in the amount of \$15,000 (Fund 1679) for grant award payment of \$15,000 to Bright Futures for their program.

Funds to be disbursed from: 1679 20201 151 1000 532205

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the <u>9th</u> day of <u>July 2024</u>, by the following vote of said Board:

Ayes: Noes:	Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, and Susan Hoek . None.
Absent:	None.
Abstain:	None.
Recuse:	Hardy Bullock.

ATTEST:

TINE MATHIASEN Chief Deputy Clerk of the Board of Supervisors

10-By:

NSV

Hardy Bullock, Chair

### **GRANT AWARD RECIPIENT AGREEMENT**

Administering Agency: Nevada County – County Executive Office

Grant Award Allocation No. RES 24-387

Description: School Aged Youth Substance Abuse Fund

#### **GRANT AWARD RECIPIENT AGREEMENT**

**THIS AGREEMENT** is made at Nevada City, California, as of July 1, 2024, by and between the County of Nevada, ("County"), and Bright Futures for Youth ("Grant Recipient"), who agree as follows:

 <u>Use of Funds</u>: Grant award recipient agrees to use the School Aged Youth Substance Abuse Fund provided to cover only those costs identified in the submitted Budget Attachment C Eligible uses of award funds include costs of business related to substance abuse prevention among school aged youth.

Grant Recipient agrees to comply with all School Aged Youth Substance Abuse Fund expenditure requirements.

- <u>Grant Fund Allocation</u> County shall allocate School Aged Youth Substance Abuse Fund designated specific to the prevention of substance abuse among school aged youth the time and in the amount set forth in herein. The allocation specified in herein shall be the only payment made to effort pursuant to this Agreement. The amount of the School Aged Youth Substance Abuse Funding shall not exceed <u>Fifteen Thousand</u> Dollars (<u>\$15,000.00</u>).
- 3. <u>Term</u> This Agreement shall commence on July 1, 2024. All funds provided by this Agreement shall be expended before September 30, 2024 and reported on per the requirements stated in Section 10. Agreement Termination Date of: September 30, 2024.
- 4. <u>Exhibits</u> All exhibits referred to herein and attached hereto are incorporated herein by this reference.
- 5. <u>Electronic Signatures</u> The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
- 6. <u>Time for Performance</u> Time is of the essence. Failure of Grant Recipient to expend any allocated funding prior to September 30, 2023, shall constitute a return of unspent funds to the County as of the termination date. Fund Recipient shall devote such time to the School Aged Youth Substance Abuse Fund effort pursuant to this Agreement. Fund Recipients unauthorized expenditure of School Aged Youth Substance Abuse Funds and in addition to any other remedy available at law, shall serve as a basis upon which the County may elect to immediately suspend School Aged Youth Substance Abuse Fund payments, or terminate this Agreement, or both without notice.
- 7. <u>Hold Harmless and Indemnification Agreement</u> To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold

the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement and the expenditures of the School Aged Youth Substance Abuse Funding. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Agreement. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement. These Hold Harmless and Indemnification provisions shall survive the termination of this Agreement.

- Drug-Free Workplace Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
- 9. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
- 10. **Reporting Requirements:** Each grant award recipient of School Aged Youth Substance Abuse Funds shall report program related "costs incurred" during the "covered period" (the period beginning on July 1, 2024 and ending on September 30, 2024). Each fund award recipient shall report data according to these requirements each month.
  - a. Count of youth enrolled
  - b. Count of youth completing the program
  - c. Count of youth that stopped attending
  - d. Average age of youth enrolled
  - e. Percent of youth enrolled by gender
  - f. Percent of youth enrolled by race
  - g. Percent of youth enrolled by city of residence
  - h. Count of youth enrolled more than once
  - i. Percent of youth exhibiting change in use or perception of substance use

A progress and project end report will be required as well.

Records shall be maintained for a period of five (5) years after grant. These record retention requirements are applicable to all prime recipients and their grantees and subgrant recipients, contractors, and other levels of government that received transfers of School Aged Youth Substance Abuse Fund payments from prime recipients.

- 11. <u>Conflict of Interest</u> Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
- 12. <u>Entirety of Agreement</u> This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
- 13. <u>Alteration</u> No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
- 14. <u>Governing Law and Venue</u> This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Agreement shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
- 15. <u>Compliance with Applicable Laws</u> Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern of affect the Services to be provided by this Contract.
- 16. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

#### COUNTY OF NEVADA:

Nevada County Sheriff's Office

Address: 950 Maidu Ave. Nevada City CA 95959 Attn: Chief Fiscal Officer Email: SheriffFinance@nevadacountyca.gov Phone: 530-265-1471

PROVIDER

Bright Futures for Youth

Address200 Litton Drive Suite 308City, St, ZipGrass Valley CA 95945Attn:Jennifer SingerEmail:Jennifers@bffyouth.orgPhone:530-265-4311

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

**IN WITNESS WHEREOF,** the parties have executed this Contract effective on the Beginning Date, above.

**COUNTY OF NEVADA:** 

By:

U.SVL.

Date: 08/16/2024

Printed Name/Title: Honorable Hardy Bullock, Chair, of the Board of Supervisors

By:

The ll

Attest: Clerk of the Board of Supervisors

Approved as to Form:

By:

Kit Elliott (Aug 19, 2024 09:46 PDT)

# GRANT RECIPIENT: Bright futures for youth

:
---

Date: 08/14/2024

Name: \_\_\_\_\_\_Jennifer singer

- \* Title: Executive Director
- By: Nanci Mason (Aug 14, 2024 20:30 PDT)

Date: 08/14/2024

<sub>Name:</sub> Nanci Mason

\* Title: \_\_\_\_Secretary\_\_\_\_\_

\*If Contractor is a corporation, this agreement must be signed by two corporate officers; one of which <u>must</u> be the secretary of the corporation, and the other may be either the President or Vice President, <u>unless</u> an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).

### ATTACHMENT A

## School Aged Youth Substance Abuse Grant

# Summer Camps Help Prevent School-Aged Youth Substance Abuse \$15,000 Grant Request to Support At-Risk Youth in our Community

Bright Futures for Youth (BFFY) is a community-based nonprofit committed to addressing the everchanging and challenging needs of at-risk youth from the sixth grade to young adults in their mid-20s in Nevada County. Our year-round programs provide academic, social-emotional, and concrete supports to over 500 youth and young adults every year.

BFFY's mission is to ignite the potential of youth today for vibrant communities tomorrow.

BFFY plays a vital and enduring role as the only organization to serve severely at-risk youth who face extreme obstacles and trauma throughout their lives. More than 80% of all youth served by BFFY are low-income and 67% are living below the federal poverty line.

To serve as a hedge against substance abuse and cycles of misuse and addiction, BFFY focuses primarily on prevention, mentoring and harm reduction strategies to break intergenerational cycles of addiction, poverty and abuse. By directing mentoring and prevention strategies at BFFY clients to deter the onsetof substance misuse, while connecting struggling caregivers with SUD treatment options, BFFY provides a significant and positive impact on preventing SUD issues with its youth, while helping to stabilize caregiver support at home.

BFFY core focus areas include healthy relationships, health & wellness, goal setting, self-awareness, self-sufficiency and community connectedness. BFFY knows that trauma is the largest predicter of substance use. Through evidenced-based programming, BFFY youth feel engaged and supported in developing the protective and promotive aspects of resilience to mitigate given substance use risk factors. Substance use is discussed openly and non-judgmentally, with youth partnering on harm reduction strategies and getting referrals to SUD treatment when desired or as needed. Overall, youth are empowered to make healthy choices, reach out for help when they need it and find healthy alternatives to substance use in a nurturing and safe environment.

### This funding will support four BFFY Resiliency Camps, including:

#### 1. The NEO GREAT Summer Camp

With this funding, BFFY will support The GREAT Academy Curriculum which draws from The GREAT Program (Gang Resistance Education & Training), an evidence-based school program developed to promote refusal skills, self-efficacy, goals and strategies supporting nonviolence, lessrisk-seeking, higher levels of altruism and decreases gang membership rates.

The GREAT Camp's primary focus is to prevent and educate school-aged youth about the dangers of drug and alcohol abuse. The one-week camp will be conducted by NEO in partnership with Grass Valley Police Department for incoming 6<sup>th</sup> grade cohort and 7/8<sup>th</sup> grade combined cohort of boys and girls with upwards of 30 participants in each cohort. Students will learn effective leadership skills and strategies on how to avoid dangerous situations (especially situations where drugs and/or alcohol are present), ask for help, talk through difficult situations, defuse situations and be helpful to peers. GREAT Academy curriculum focuses on empowering youth by learning critical leadership skills, building resiliency and protective factors, thus lowering the risk of engagement in unhealthy and dangerous behaviors.

#### Objectives and Outcomes of The NEO GREAT Camp:

- Enroll 50-60 participants in the GREAT summer camp
  - Two cohorts of 25-30 incoming 6<sup>th</sup> graders and 25-30 incoming 7<sup>th</sup>and 8<sup>th</sup> graders will draw from at-risk youth as determined by teachers, counselors and other adults throughout the school year who are flagged as needing additional support. Youth apply and are selected via careful evaluation of their needs – they don't need to be referred, but some teachers will make referrals.
  - Participating youth will show increase in knowledge around understanding substance use disorders and prevention methods, such as talking through a difficult situation with a peer to avoid alcohol and/or drug use.

#### 2. The Friendship Club Overnight Summer Camps

The Friendship Club is providing two overnight camps in July 2024: (1) Good Friends and Best Friends Camp (7<sup>th</sup> and 8<sup>th</sup> grades) at Sierra Nevada Journeys in Portola and (2) Forever Friends 2-4 Camp (10-12 grades) at Coloma Resort in Coloma.

Both overnight camps create a safe space to explore nature, learn about the forest and river ecosystems to inspire natural resource stewardship, and build trusting and healthy relationships among youth and with BFFY staff. The camps provides a variety of activities and focuses on team-building, leadership skills and science-based learning. Activities include ropes course challenges, swimming and hiking, team-building games, arts and crafts, education on the surrounding natural resource, learning about healthy relationships and boundaries, and drug and alcohol prevention education including refusal skills

The camps help the girls develop friendships, make healthy choices and build self-confidence as they prepare their way through school, high school graduation, and into adulthood. Current research shows that young people who live in rural areas are less likely to finish high school than their urban peers. Rural adolescents also have higher levels of drug use and are at higher risk for teen suicide. Add to those risk factors for rural youth in general to more gender-specific risk factors for females – the threat of teen pregnancy, a higher rate of school-dropout than boys and the high probability of becoming a victim of domestic violence or sexual abuse – and it becomes clear that adolescent girls from disrupted and vulnerable families need guidance and support to succeed.

These Camps are in alignment with BFFY's strengths-based empowerment and trauma-informed care approaches to meet youth where they are at, so they feel valued and heard. Youth are treated as partners and leaders, and they take ownership of groups, workshops, and services.

#### Objectives and Outcomes for The Friendship Club Camps

- 20 girls entering 7<sup>th</sup> and 8<sup>th</sup> grades will attend the Good Friends/Best Friends Camp at Sierra Nevada Journeys and will increase their knowledge to make good decisions in high-risk situations where drugs/alcohol may be present.
- 25 girls entering 10-12<sup>th</sup> grades will strengthen their relationships with one another and with staff, which will help foster connectedness—an integral protective factor for positive socialemotional development and overall wellbeing. These strengthened relationships will help guide them through difficult teen years and keep them on track academically for high school graduation and a more stable future.

# With this funding, at-risk girls in the Friendship Club and other 6-8<sup>th</sup> grade youth in the GREAT Summer Camps will have the opportunity to get the supports they need.

Recommendations and referrals for youth who present as high risk/high need (for substance misuse, SUD and/or mental health support) after these Summer Camps are complete will be referred to additional BFFY programs and service providers such as Granite Wellness Center's prevention, harm reduction and drug diversion programs, or additional mental health support as needed. This population is by far the most underserved population in Nevada County as they do not yet rise to the level of need to receive funding through the Child Welfare System and are not eligible for entitlements without parental help. This funding will allow BFFY to augment our current prevention focused programing with needed supplies and activities to help provide an additional level of engagement and support for at risk youth.

Participants will engage in surveys to measure outcomes of the Summer Camps and their activities for stated objectives above.

## ATTACHMENT B

**School Aged Youth Substance Abuse Grant** Bright Futures for Youth Grant Proposal – Budget Expenditures

Category	Amount
Staff	\$6,640
<ul> <li>Youth Development</li> </ul>	
Coordinators (2)	
<ul> <li>Youth Development</li> </ul>	
Assistants (2)	
Facility Rental for Camp	\$8,330
Miscellaneous (supplies,	\$30
snacks, drinks)	
TOTAL	\$15,000

#### ATTACHMENT C

### School Aged Youth Substance Abuse Grant Reporting Requirements and Criteria

- 1. USE OF FUNDS: Grant award recipient shall use the funds provided to cover only those costs identified in Attachment B Budget Expenditures. Eligible uses of award funds include costs of business related to substance abuse prevention among school aged youth.
- 2. **REPORTING REQUIREMENTS:** Each grant award recipient of the School Aged Youth Substance Abuse Fund shall report data according to these requirements.
  - 1. Count of youth enrolled
  - 2. Count of youth completing the program
  - 3. Count of youth that stopped attending
  - 4. Average age of youth enrolled
  - 5. Percent of youth enrolled by gender
  - 6. Percent of youth enrolled by race
  - 7. Percent of youth enrolled by city of residence
  - 8. Count of youth enrolled more than once
  - 9. Percent of youth exhibiting change in use or perception of substance use

A progress and program end report are required.

Records shall be maintained for a period of five (5) years after grant. These record retention requirements are applicable to all prime recipients and their grantees and subgrant recipients, contractors, and other levels of government that received transfers of School Aged Youth Substance Abuse Fund payments from prime recipients.

#### **County Contacts**

Project Management/Fiscal: Chief Fiscal and Administrative Officer Georgette Aronow SheriffFinance@nevadacountyca.gov 530-265-1471