



RESOLUTION No. 23-402

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 (NO. 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 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, the Sheriff's Office desires to grant Bright Futures for Youth \$15,000 grant for continued implementation of programs combatting substance abuse amongst high risk secondary school age students for Fiscal Year 2023/24.

THEREFORE, BE IT RESOLVED, 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 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 8th day of August, 2023, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarhout and Susan Hoek.

Noes: None.

Absent: None.

Abstain: Hardy Bullock.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Edward C. Scofield, Chair

GRANT AWARD RECIPIENT AGREEMENT

Administering Agency: Nevada County – County Executive Office

Grant Award Allocation No. RES 23-402

Description: School Aged Youth Substance Abuse Fund

GRANT AWARD RECIPIENT AGREEMENT

THIS AGREEMENT is made at Nevada City, California, as of July 1, 2023, by and between the County of Nevada, ("County"), and Bright Futures for Youth ("Grant Recipient"), who agree as follows:

1. **Use of Funds**: 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.

2. **Grant Fund Allocation** 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 Fifteen Thousand Dollars (\$15,000.00).**
3. **Term** This Agreement shall commence on July 1, 2023. All funds provided by this Agreement shall be expended before September 30, 2023 and reported on per the requirements stated in Section 10. **Agreement Termination Date** of: September 30, 2023.
4. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
5. **Electronic Signatures** 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. **Time for Performance** 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 shall constitute a material breach of this Agreement, 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. **Hold Harmless and Indemnification Agreement** 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.

8. **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, 2023 and ending on September 30, 2023). 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. **Conflict of Interest** 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. **Entirety of Agreement** 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. **Alteration** 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. **Governing Law and Venue** 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. **Compliance with Applicable Laws** Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.
16. **Subrecipient** This Subrecipient Agreement is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations.

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
17. **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@co.nevada.ca.us
Phone: 530-265-1471

PROVIDER

Bright Futures for Youth

Address 200 Litton Drive Suite 308
City, St, Zip Grass Valley CA 95945
Attn: Jennifer Singer
Email: Jennifers@bffyouth.org
Phone: 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: Edward C. Scofield Date: 09/08/2023
Edward C. Scofield (Sep 8, 2023 10:58 PDT)

Printed Name/Title: Honorable Ed Scofield, Chair, of the Board of Supervisors

By: Julie Patterson Hunter

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

Approved as to Form:

By: Kit Elliott
Kit Elliott (Aug 25, 2023 15:59 PDT)

GRANT RECIPIENT: Bright Futures for Youth

By: Jennifer Singer Date: 08/16/2023
Jennifer Singer (Aug 16, 2023 16:33 PDT)

Name: Jennifer Singer

* Title: Executive Director

By: Nanci Mason Date: 08/16/2023
Nanci Mason (Aug 16, 2023 16:42 PDT)

Name: Nanci Mason

* Title: Secretary

****If Contractor is a corporation, this agreement must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless 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

ATTACHMENT B

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

Category	Amount
Staff <ul style="list-style-type: none">• Youth Development Coordinators (2)• Youth Development Assistants (2)	\$6,640
Facility Rental for Camp	\$8,330
Miscellaneous (supplies, snacks, drinks)	\$30
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

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County Contacts

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

Fiscal:
Chief Fiscal and Administrative Officer
Georgette Aronow
SheriffFinance@nevadacountyca.gov

Signature: Nanci Mason
Nanci Mason (Aug 16, 2023 16:42 PDT)

Email: nancimason5@gmail.com

Title: Secretary of the Board

Company: Bright Futures for Youth

Signature: Julie Patterson-Hunter

Email: Julie.Patterson-Hunter@nevadacountyca.gov

Title: Clerk of the Board

Company: County of Nevada

Signature: Ed. Scofield

Email: ed.scofield@nevadacountyca.gov

Title: Board Chair

Company: County of Nevada

Signature: Kit Elliott
Kit Elliott (Aug 25, 2023 15:59 PDT)

Email: kit.elliott@nevadacountyca.gov

Title: County Counsel

Company: County of Nevada