

AGREEMENT

December 1, 2011 – May 31, 2012

This Agreement is entered into between the **Tulare County Office of Education/ California Friday Night Live Partnership (CFNLP)**, and **San Luis Obispo County Drug & Alcohol Services** for a maximum amount of \$10,000 (\$2,000/per site) to support the "Driving the Change" project at the following 5 sites:

1. Nipomo High School
2. San Luis Obispo High School
3. Shandon High School
4. Atascadero High School
5. Templeton High School

Background: The CFNLP has entered into an agreement with The Allstate Foundation to administer performance-based contracts to Friday Night Live (FNL) programs. FNL programs were selected through a Request for Application process and counties must be in "Good Standing" with the California Friday Night Live Collaborative Leadership Team (CFNLC). This project will focus on the implementation of youth driven and led traffic safety campaigns. Campaigns will focus on improving youth and parent awareness and behaviors related to youth driving issues, including: distracted driving, occupant protection (seatbelts, street racing, etc. The following represents an outline of services that will be provided through this agreement:

Scope of Work:

San Luis Obispo County Drug & Alcohol Services will ensure that each site:

1. Incorporate the following activities in their project (Campaigns must target youth and include parents where appropriate or possible.)
 - 3 innovative, creative traffic safety specific activities to result in 1 site wide campaign spread over the course of the contract.
 - Presentation of campaign at schools Back to School Night, Open House, Graduation or Orientation or some other parent outreach project. (identify one or more)
 - Active participation in a Social Media network. Participation consists of posting activities and opportunities relating to the project and encourages parent inclusion. CNFLP support is available.
 - Create a tabletop presentation that includes a one page "how-to" of an activity and tri-fold presentation. These items will be displayed at the Youth Summit in September 2012. This will serve as the final report.
 - Participate in the Youth Summit 2012 (Project overviews are presented here)

- Press release announcing intended project implementation (provided)
- 2. Provide a **brief report** describing the activities of the site, during that period. 1 will be required (one narrative per funded site). **Due dates are as follows: March 30th, 2012 and June 11th, 2012.** The Youth Summit presentation is considered the final report and **is required.**
- 3. Participate in one conference call, date to be determined, in January, 2012.

Specific Contract Requirements:

1. The CFNLP reserves the right to use data, reproduce, distribute and sell all products produced and delivered under this Agreement and reserves the right to authorize others to use and reproduce such products.
2. Awards from this R.F.A. are valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature or any statute enacted by the Congress or State Legislature which may affect the provisions, terms, or funding of this contract in any manner. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, awards shall be amended to reflect any reduction in funds.

Term and Budget: \$10,000

Spending authority for this agreement is December 1, 2011 – May 31, 2012 and will not exceed \$10,000 as outlined in the attached budget(s).

Method of Payment:

Invoices will be made on a cost reimbursement basis. Invoices are to be submitted quarterly by the dates indicated in the paragraph below. Invoices must be supported by a general ledger and receipts to substantiate expenditures claimed on the invoice. San Luis Obispo County Drug & Alcohol Services is responsible for maintaining verifiable records for all expenditures. Invoices will be forwarded to:

California Friday Night Live Partnership
Tulare County Office of Education
Attn: Lynne Goodwin
2637 West Burrel, P.O. Box 5091
Visalia, California 93278-5091

Activity Reports:

San Luis Obispo County Drug & Alcohol Services will provide quarterly activity reports that include an explanation of expenses and an overview of the activities which will include number of participants and demographics, outcomes of events and evaluations of events. The reports will be submitted to the California Friday Night Live Partnership no later than the dates indicated below. Quarters are as follows:

Reporting Period 1: December 1, 2011 – March 15, 2012
Report and invoice due March 30, 2012
Reporting Period 2: April 1, 2012 – May 31, 2012
Report and invoice due June 11, 2012

Modifications:

Necessary changes or modifications to this Agreement, including reallocation of resources between activities, can be made to this agreement by mutual consent of both parties, provided changes are made **prior** to the execution of any activity. Modifications will be made in writing, signed by San Luis Obispo County Drug & Alcohol Services, the Tulare County Office of Education, and attached as an amendment to this Agreement. All budget and/or program revisions must be pre-approved by the CFNLP grant monitor.

Indemnification:

Tulare County Office of Education and San Luis Obispo County Drug & Alcohol Services 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 Tulare County Office of Education or San Luis Obispo County Drug & Alcohol Services or its 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, and 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 the Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

Felony Fingerprinting Waiver:

San Luis Obispo County Drug & Alcohol Services certifies that none of its principals or employees that are performing this Agreement has a record of conviction of any serious or violent felony.

Notices:

Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

Tulare County Office of Education
California Friday Night Live Partnership

2637 West Burrel Avenue, P.O. Box 5091
Visalia, CA 93278-5091
Fax No. 559-737-4231/Confirming No. 559-733-6496

San Luis Obispo County Drug & Alcohol Services
Contact: Jenn Rhoads
2180 Johnson Ave
San Luis Obispo, CA 93401
Contact No / Fax No: 805-781-1195 / 805-781-4297
E-mail: jrhoads@co.slo.ca.us

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail shall be deemed received on the fourth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

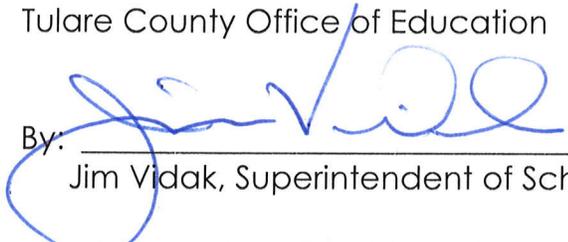
Termination:

This Agreement may be terminated by either party with or without cause at any time by providing 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.

IN WITNESS WHEREOF County and CFLNP have executed this Agreement on the day and year set forth below.

Tulare County Office of Education

By: 
Jim Vidak, Superintendent of Schools

Date: 2-28-12

Tax ID# Held Confidential

COUNTY COUNSEL
Approved as to form and legal effect.

WARREN R. JENSEN
COUNTY COUNSEL

By: Shanna Matunjen
Deputy County Counsel

Date: 2/17/2022

COUNTY OF SAN LUIS OBISPO,
A Public Entity in the State of California

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST

By: _____
County Clerk and Ex-Officio Clerk
of the Board of Supervisors

San Luis Obispo Budget
2011-2012

Item	Description	Cost	Total Cost
Personnel/Stipends	Advisor Stipends to support chapter projects (5 @ \$500)	\$2,500	\$2,500
List operating expenses, e.g., supplies, printing, etc.	Pledge & Social Norms Materials (posters, stickers, etc.)	\$2,000	\$2,800
	Guest Speaker Fees (\$400/day, 2 days)	\$800	
Travel and Mileage	Youth Summit Transportation	\$2,500	\$4,300
	Youth Summit Registration (\$60/person; 5 youth/school site)	\$1,500	
	Guest Speaker Transportation	\$300	
Administrative Costs	Administrative costs of budget management & reporting (4% of total budget)	\$400	\$400
TOTAL (5 sites @ \$2,000 each)			\$10,000