AMADOR COUNTY BOARD OF SUPERVISORS

COUNTY ADMINISTRATION CENTER BOARD OF SUPERVISORS CHAMBERS 810 Court Street Jackson, CA 95642

ANY INDIVIDUALS WHO WISH TO ATTEND THIS MEETING IN PERSON WILL BE REQUIRED TO WEAR A FACE SHIELD OR MASK TO ENTER THE BUILDING AND THROUGHOUT THE DURATION OF THEIR ATTENDANCE AT THE MEETING.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the Clerk of the Board staff, at (209) 223-6470 or (209) 257-0619 (fax). Requests must be made as early as possible and at least one-full business day before the start of the meeting. Assisted hearing devices are available in the Board Chambers for public use during all public meetings.

Pursuant to Government Code 54957.5, all materials relating to an agenda item for an open session of a regular meeting of the Board of Supervisors which are provided to a majority or all of the members of the Board by Board members, staff or the public within 72 hours of but prior to the meeting will be available for public inspection, at and after the time of such distribution, in the office of the Clerk of the Board of Supervisors, 810 Court Street, Jackson, California 95642, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for County holidays. Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the Board or County staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials that are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

Please Note: All Board of Supervisors meetings are tape-recorded.

Anyone who wishes to address the Board must speak from the podium and should print their name on the Board Meeting Speaker list, which is located on the podium. The Clerk will collect the list at the end of the meeting. **PLEASE NOTE, DUE TO COVID-19 SIGNING IN AT THE PODIUM HAS BEEN DISCONTINUED AT THIS TIME. PLEASE STATE YOUR NAME CLEARLY FOR THE RECORD.**

Public hearing items will commence no sooner than the times listed on the agenda. Closed Session agenda items may be heard before or after scheduled public hearings, dependent upon progression of the agenda.

DUE TO THE GOVERNOR'S EXECUTIVE ORDER N-25-20, THE AMADOR COUNTY BOARD OF SUPERVISORS WILL BE CONDUCTING ITS MEETING VIA TELECONFERENCE. WHILE THIS MEETING WILL STILL BE CONDUCTED IN-PERSON AT 810 COURT STREET, WE **STRONGLY ENCOURAGE THE PUBLIC TO PARTICIPATE FROM HOME** BY CALLING IN USING THE FOLLOWING NUMBER:

+1-669-900-6833 (alternate phone numbers listed on amadorgov.org)
Access Code: 758 573 6084#

YOU MAY ALSO VIEW AND PARTICIPATE IN THE MEETING USING THIS LINK:

https://zoom.us/j/7585736084

The Chairman will call the meeting to order and after Board input, will invite the public to comment via phone/online to receive public comment.

(AGENDA) (December 28, 2021)

SPECIAL MEETING AGENDA

DATE: Tuesday, December 28, 2021

TIME: 10:30 AM

LOCATION: COUNTY ADMINISTRATION CENTER

BOARD OF SUPERVISORS CHAMBERS

810 Court Street Jackson, CA 95642

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

PUBLIC MATTERS NOT ON THE AGENDA: Discussion items only, no action to be taken. Any person may address the Board at this time upon any subject within the jurisdiction of the Amador County Board of Supervisors; however, any matter that requires action may be referred to staff and/or Committee for a report and recommendation for possible action at a subsequent Board meeting. Please note - there is a three (3) minute limit per topic.

APPROVAL OF AGENDA: Approval of agenda for this date; any and all off-agenda items must be approved by the Board (pursuant to Government Code section 54954.2

APPROVAL OF ITEMS ON THE CONSENT AGENDA:

1.PUBLIC HEARING: **10:30 A.M.**

1.a. Surveying Department-request to hold the Public Hearing and adopt the Resolution of Approval for a Certificate of Merger for Obadiah Miller and Shelbey Miller. The properties involved in said Merger are Readjusted Compliance Parcel 3 and Adjusted Compliance Parcel 15 as shown on Book 66 of Maps and Plats at Page 46, Assessor's Parcel No.'s 008-330-035-000 and 036-037-038.

Suggested Action: Please hold the hearing and approve the Resolution

ROA Miller Merger.docx

Staff Report Miller approval.docx

Miller Merger Legal Final.pdf

Merger Miller Cert.pdf

2.CONFERENCE WITH LABOR NEGOTIATORS: PURSUANT TO GOVERNMENT CODE SECTION 54957.6

2.a. County Negotiators: Greg Gillott, County Counsel, Chuck Iley, County administrative Officer, Greg Ramirez, IEDA and Lisa Gaebe, Human Resources Director Suggested Action: Discussion and possible action

(AGENDA) (December 28, 2021)

3.CONSENT AGENDA:

3.a. Waste Management: Adoption of a Resolution accepting the 21-26 Buena Vista Landfill Pit Drain Tank Replacement Project as complete; and authorize the Chairman to sign the Agreement and Release of Claims.

Suggested Action: Approve

Board Memorandum Resolution 21-XX Accepting the BVLF Pit Drain Tank Replacement Project 12.28.21.docx

Resolution of Acceptance ITB Project 21-26.doc

3.b. General Services Administration: RFP 21-29 Student Assistance Program Suggested Action: 1) Award RFP 21-29 to NEXUS Youth & Family Services for the Student Assistance

Program in an amount not to exceed \$100,000.00 each fiscal year for a total contract not to exceed \$500,000.00 for a five year period ending on 6/30/2026 and; 2) Authorize the Board Chair to execute an agreement based upon the attached sample agreement and proposal submitted by NEXUS Youth & Family Services contingent upon approval by the Health and Human Services Director and County Counsel's approval.

RFP 21-29 Student Assistance Program Memo 12.21.21.pdf

RFP 21-29 SAP Receipt Log 12.2.21.pdf

Memo from BH.pdf

Nexus RFP & Cost Proposal 12.2.21.pdf

Sample Agreement.pdf

3.c. Airport - Airport Rescue Grant Offer

Suggested Action: Authorize the Board Chairman to sign the grant offer in the amount of \$32,000.00 as presented to the County by the FAA.

JAQ-WPG-3-06-0111-026-2022-Grant Agreement (1).pdf

Grant Offer Memo 12.21.21.pdf

4.ADJOURNMENT: UNTIL TUESDAY, JANUARY 4, 2022 AT 9:00 A.M. (CLOSED SESSION BEGINS AT 8:30 A.M.)

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the Clerk of the Board staff, at (209) 223-6470 or (209) 257-0619 (fax). Requests must be made as early as possible and at least one-full business day before the start of the meeting. Assisted hearing devices are available in the Board Chambers for public use during all public meetings.

Pursuant to Government Code 54957.5, all materials relating to an agenda item for an open session of a regular meeting of the Board of Supervisors which are provided to a majority or all of the members of the Board by Board members, staff or the public within 72 hours of but prior to the meeting will be available for public inspection, at and after the time of such distribution, in the office of the Clerk of the Board of Supervisors, 810 Court Street, Jackson, California 95642, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for County holidays. Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the Board or County staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials that are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

(AGENDA) (December 28, 2021)

Board of Supervisors Agenda Item Report

Submitting Department: Surveyor Meeting Date: December 28, 2021

SUBJECT

Surveying Department-request to hold the Public Hearing and adopt the Resolution of Approval for a Certificate of Merger for Obadiah Miller and Shelbey Miller. The properties involved in said Merger are Readjusted Compliance Parcel 3 and Adjusted Compliance Parcel 15 as shown on Book 66 of Maps and Plats at Page 46, Assessor's Parcel No.'s 008-330-035-000 and 036-037-038.

Recommendation:

Please hold the hearing and approve the Resolution

4/5 vote required:

No

Distribution Instructions:

Surveying

ATTACHMENTS

- ROA Miller Merger.docx
- Staff Report Miller approval.docx
- Miller Merger Legal Final.pdf
- Merger Miller Cert.pdf

Requested By:
BOARD OF SUPERVISORS
When recorded Return to:
SURVEYING & ENGINEERING

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF AMADOR, STATE OF CALIFORNIA

IN THE MATTER OF:

A SZEC.

RESOLUTION OF INTENTION TO APPROVE MERGER FOR OBADIAH MILLER AND SHELBEY MILLER

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board hereby declares its intention to merge Readjusted Compliance Parcel 3 and Adjusted Compliance Parcel 15 as shown on Book 66 of Maps and Plats at Page 46, Assessor's Parcel No.'s 008-330-035-000 and 036-037-038 for Obadiah Miller and Shelbey Miller.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a special meeting thereof held on the 28th of December, 2021, by the following vote:

AYES:		
NOES:		
ABSENT:		
	Chairman, Board of Supervisors	
ATTEST:	-	
JENNIFER BURNS	, Clerk of the	
Board of Supervisor	rs, Amador County	
California	· •	

December 15, 2021

TO: The Honorable Board of Supervisors

FROM: Roger R. Pitto, County Surveyor

SUBJECT: Certificate of Merger for Obadiah Miller and Shelbey Miller

Dear Board Members:

The subject agenda item is a Public Hearing for Certificate of Merger. The Certificate of Merger will combine Readjusted Compliance Parcel 3 and Adjusted Compliance Parcel 15 as shown on Book 66 of Maps and Plats at Page 46. This Merger was requested by Obadiah Miller and Shelbey Miller for Williamson Act purposes. Assessor's Parcel No.'s 008-330-035-000 and 036-037-038.

RECOMMENDATION:

Please approve and issue the Certificate of Merger.

LEGAL DESCRIPTION

Merger of Readjusted Compliance Parcel 3 and Adjusted Compliance Parcel 15 66-M-46, et. seq.

A parcel of land situated in the County of Amador, State of California, and being a merger of "ADJUSTED COMPLIANCE PARCEL 15 80.00 Acres", and "READJUSTED COMPLIANCE PARCEL 3 80.00 Acres", as shown and so designated upon that certain official map entitled "RECORD OF SURVEY BOUNDARY LINE ADJUSTMENT for J. ETHEL CECCHETTINI, Surviving Trustee of the Cecchettini Trust dated April 24, 2001", and filed for record in the office of the Recorder of Amador County in Book 66 of Maps and Plats at Page 46, et. seq., and being more particularly described as follows:

Beginning at the Northwest corner of the hereinabove referred to Adjusted Compliance Parcel 15, thence, from said point of beginning, along the exterior boundary of said Adjusted Compliance Parcel 15, and Readjusted Compliance Parcel 3, South 83° 07' 52" East 167.98 feet; thence South 71° 54' 30" East 289.11 feet: thence North 69° 21' 06" East 147.03 feet; thence South 89° 52' 10" East 256.10 feet; thence South 78° 56' 47" East 212.17 feet; thence North 87° 27' 02" East 597.19 feet; thence South 40° 13' 34" East 1788.02 feet; thence South 01° 13' 24" East 1041.82 feet; thence South 89° 34' 07" West 1329.84 feet; thence North 03° 14' 05" West 155.00 feet; thence South 89° 34' 07" West 846.52 feet; thence South 00° 03' 41" East 180.56 feet; thence North 87° 09' 34" West 275.33 feet; thence North 85° 23' 16" West 12.62 feet; thence South 89° 07' 32" West 1169.40 feet; thence North 41° 22' 20" East 162.95 feet; thence, along the arc of a curve to the left, having a radius of 325.00 feet, through a central angle of 50° 41' 41", for an arc length of 287.56 feet; thence North 09° 19' 21" West 134.01 feet; thence, along the arc of a curve to the right, having a radius of 200.00 feet, through a central angle of 52° 09' 06", for an arc length of 182.04 feet; thence North 42° 49' 05" East 95.54 feet; thence, along the arc of a curve to the left, having a radius of 350.00 feet; through a central angle of 39° 43' 09", for an arc length of 242.63 feet; thence North 03° 06' 36" East 308.02 feet; thence, along the arc of a curve to the right, having a radius of 1000.00 feet, through a central angle of 05° 19' 26", for an arc length of 92.92 feet; thence North 08° 26' 02" East 615.84 feet; thence, along the arc of a curve to the right, having a radius of 200.00 feet; through a central angle of 28° 17' 50", for an arc length of 98.78 feet; thence North 36° 43' 52" East 299.95 feet; thence, along the arc of a curve to the left, having a radius of 1000.00 feet, through a central angle of 10° 27' 34", for an arc length of 182.55 feet; thence North 26° 16' 18" East 56.02 feet to the point of beginning, and containing 160.00 acres of land, more or less.

Ciro L. Toma PLS 3570 License expires 06/30/22



Requested by:
BOARD OF SUPERVISORS
Return to:
SURVEYING & ENGINEERING

CERTIFICATE OF MERGER

I,/WE, the undersigned owner(s) of record, hereby declare our intention to merge said real property, heretofore known and described as follows:

Said land to be known hereafter as follows: (SEE DESCRIPTION ATTACHED)

Signature: Britany Tongerson

Print name: Britany Tongerson

Owner(s) Signature Print (name/title) Shelbey Miller Shelbey Miller
Owner(s)Signature
Print (name/title) OBAOIAH MILLER
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
STATE OF CA
COUNTY OF Socraments) SS
On <u>June</u> 23, 2021, before me, <u>Britany Torgerson</u> , Notary Public, personally appeared <u>Shelbey Miller and Obadiah Miller</u> ,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. BRITTANY TORGERSON Notary Public - California

(For Notary Seal or Stamp)

Sacramento County
Commission = 2232133
My Comm. Expires Feb 24, 2022

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors Meeting Date: December 28, 2021

SUBJECT

County Negotiators: Greg Gillott, County Counsel, Chuck Iley, County administrative Officer, Greg Ramirez, IEDA and Lisa Gaebe, Human Resources Director

Recommendation:

Discussion and possible action

4/5 vote required:

No

Distribution Instructions:

None

ATTACHMENTS

•

Board of Supervisors Agenda Item Report

Submitting Department: Board of Supervisors Meeting Date: December 28, 2021

SUBJECT

Waste Management: Adoption of a Resolution accepting the 21-26 Buena Vista Landfill Pit Drain Tank Replacement Project as complete; and authorize the Chairman to sign the Agreement and Release of Claims.

Recommendation:

Approve

4/5 vote required:

No

Distribution Instructions:

Waste Management: Auditor-Controller

ATTACHMENTS

- Board Memorandum Resolution 21-XX Accepting the BVLF Pit Drain Tank Replacement Project 12.28.21.docx
- Resolution of Acceptance ITB Project 21-26.doc



AMADOR COUNTY COMMUNITY DEVELOPMENT AGENCY WASTE MANAGEMENT & RECYCLING

PHONE: (209) 223-6429 FAX: (209) 223-6395 WEBSITE: www.amadorgov.org

EMAIL: PublicWorks@amadorgov.org

COUNTY ADMINISTRATION CENTER ◆ 810 COURT STREET ◆ JACKSON, CA 95642-2132

MEMORANDUM

TO: Board of Supervisors

FROM: Jeff Gardner, Director of Solid Waste

DATE: December 28, 2021

SUBJECT: 21-26 Buena Vista Landfill Pit Drain Tank Replacement

Project Resolution of Acceptance Final Agreement and Release of Claims

Sutton Enterprises

CONTACT: Jeff Gardner (223-6546)

Overview

On December 14, 2021, Sutton Enterprises (Contractor) was granted substantial completion for the work, the 21-26 Buena Vista Landfill Pit Drain Tank Replacement Project.

The attached resolution has been prepared to formally accept the work done by Contractor for the project.

The Department has received the Agreement and Release of Claims, with Contractor signature. The Agreement and Release of Claims is being presented at this time to formally close the contract and release the final payment to Contractor.

Requested Actions

- 1. Adopt resolution accepting the 21-26 Buena Vista Landfill Pit Drain Tank Replacement Project as complete
- 2. Authorize Chairman to sign Agreement and Release of Claims.

Fiscal Impact

The original Contract Amount was \$43,000.00. All work was completed within the scope and budget set forth in the contract document. The funding for the project is from the Waste Management Capital Improvement Funds. The contractor has been paid for the work and upon adoption of the resolution and approval of the Board, the County will release the Cashier's Check which was put up as collateral to insure completion of the work.

Attachments: Resolution of Acceptance

Agreement and Release of Claims

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF AMADOR, STATE OF CALIFORNIA

IN THE MATTER OF:
RESOLUTION ACCEPTING 21-26 COUNTY) RESOLUTION NO. 21-XX BUENA VISTA LANDFILL PIT DRAIN TANK) REPLACEMENT PROJECT AS COMPLETE)
WHEREAS, the contractor has completed the Buena Vista Landfill (BVLF) Pit Drain Tank Replacement Project Amador County, California; and
BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California that said Board does hereby accept the work by Sutton Enterprises for the 21-26 BVLF Pit Drain Tank Replacement Project as complete.
BE IT FURTHER RESOLVED by said Board that the Department of Solid Waste and Director of Solid Waste has found that no liens or Stop Notices are filed and gives the Director authorization to release retention and final payment.
The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 28th day of December 2021, by the following vote:
AYES:
NOES:
Chairman, Board of Supervisors
ATTEST:
JENNIFER BURNS, Clerk of the Board of Supervisors, Amador County, California
Deputy

(RESOLUTION NO. 21-xxx) (12/28/21)

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration Meeting Date: December 28, 2021

SUBJECT

General Services Administration: RFP 21-29 Student Assistance Program

Recommendation:

1) Award RFP 21-29 to NEXUS Youth & Family Services for the Student Assistance Program in an amount not to exceed \$100,000.00 each fiscal year for a total contract not to exceed \$500,000.00 for a five year period ending on 6/30/2026 and; 2) Authorize the Board Chair to execute an agreement based upon the attached sample agreement and proposal submitted by NEXUS Youth & Family Services contingent upon approval by the Health and Human Services Director and County Counsel's approval.

4/5 vote required:

No

Distribution Instructions:

Jon Hopkins, Melissa Cranfill, Stephanie Hess

ATTACHMENTS

- RFP 21-29 Student Assistance Program Memo 12.21.21.pdf
- RFP 21-29 SAP Receipt Log 12.2.21.pdf
- Memo from BH.pdf
- Nexus RFP & Cost Proposal 12.2.21.pdf
- Sample Agreement.pdf

GENERAL SERVICES ADMINISTRATION

MAIL: 12200-B Airport Road, Jackson, CA 95642 LOCATION: 12200-B Airport Road, Martell, CA 95654 PHONE: (209) 223-6377 E-MAIL: dwhitaker@amadorgov.org



MEMORANDUM

TO: Board of Supervisors

FROM: Danielle Whitaker, Purchasing Manager

DATE: December 21, 2021

RE: RFP 21-29 Student Assistance Program

On Thursday, December 2, 2021 at 1:30 PM Amador County Request for Proposals, RFP 21-29 were received, opened and read publicly for the Student Assistance Program. In addition to our legal ads and posting on Public Purchase, seven (7) firms (4 local) were provided an invitation, yet only one (1) firm responded to the solicitation; NEXUS Youth & Family Services located in Jackson, CA. Of the one thousand, eight hundred and forty (1840) firms sent notifications via Public Purchase, forty-three (43) accessed the information. The other local firms were contacted to determine why they did not respond and the primary reason was the work is not currently within their scope of services and/or firms did not have staff available.

An Evaluation Committee was formed consisting of two (2) staff members from Behavioral Health and one (1) staff member from the Amador County Unified School District, Assistant Superintendent evaluated the single proposal submitted. The Committee determined the proposal from NEXUS Youth & Family Services met the RFP requirements and is acceptable. Attached for reference is the RFP Receipt Log.

No interviews were conducted, as the information provided by the proposer was sufficient to determine recommending award of the contract. The contract is for a five (5) year period beginning in January 2022 at an amount not to exceed \$100,000.00 per fiscal year, for a total contract not to exceed \$500,000.00. Based upon the Committee's review, the Committee submits the follow recommendation.

Recommendation: 1) Award RFP 21-29 to NEXUS Youth & Family Services for the Student Assistance Program in an amount not to exceed \$100,000.00 each fiscal year for a total contract not to exceed \$500,000.00 for a five year period ending on 6/30/2026 and; 2) Authorize the Board Chair to execute an agreement based upon the attached sample agreement and proposal submitted by NEXUS Youth & Family Services contingent upon approval by the Health and Human Services Director and County Counsel's approval.

Attachments: RFP Receipt Log

Memo from Behavioral Health

NEXUS RFP & Cost Proposal dated December 2, 2021

Sample Agreement

Cc: Chuck Iley, CAO

Greg Gillott, County Counsel Jon Hopkins, GSA Director

Melissa Cranfill, Behavioral Health Director Stephanie Hess, MHSA Program Manager

GENERAL SERVICES ADMINISTRATION

Purchasing Division

MAIL: 12200-B Airport Road, Jackson, CA 95642 LOCATION: 12200-B Airport Road, Martell, CA 95654 PHONE: (209) 223-6375 FAX: (209) 223-0749



BID/REQUEST FOR PROPOSAL RECEIPT LOG

Bid/RFP Solicitation No. RFP 21-29

Project Title: STUDENT ASSISTANCE PROGRAM (SAP)

BID/RFP DUE DATE: 12/2/2021

DUE TIME: 1:30 PM

FACILITATOR: Behavioral Health

LOCATION: 12200-B Airport Road, Martell, CA

No.	Vendor Information	Amount
1	Vendor Name: Nexus Youth 3 Family Services City/State: Jackson, cA Date/Time Received: 12-2-21 @ 12:16 pm Received By: SK	() 1 – Original () 4 – Copies () 1 – Electronic copy (CD/flash drive) in Word
2	Vendor Name:	() 1 – Original () 4 – Copies () 1 – Electronic copy (CD/flash drive) in Word
3	Vendor Name:	() 1 – Original () 4 – Copies () 1 – Electronic copy (CD/flash drive) in Word
4	Vendor Name:	() 1 – Original () 4 – Copies () 1 – Electronic copy (CD/flash drive) in Word

BEHAVIORAL HEALTH DEPARTMENT

10877 Conductor Boulevard, Suite 300 • Sutter Creek, CA 95685 • Phone (209) 223-6412 • Fax (209) 223-0920 • Toll Free Number (888) 310-6555



To: Jon Hopkins, Director, General Services Administration

From: Stephanie Hess, MHSA Programs Coordinator, ACBHS

Date: December 16, 2021

Subject: RFP 21-29, Wellness Center Services

One response was received for RFP 21-29, Student Assistance Program. Amador County Behavioral Health Services (ACBHS) would like to accept the response and award the contract to Nexus Youth & Family Services.

This contract is using two funding sources, both specific to the state of California. The first is Mental Health Services Act (MHSA) funds and under MHSA funding, there are no specific contacts at the state level regarding the procurement process. MHSA funds are allocated to counties and each county is required to follow their local procurement and purchasing guidelines. The second funding source, Mental Health Student Services Act (MHSSA) funds, are awarded to counties, who are required to implement the program activities based on community defined needs. Again, each county is required to follow their local procurement and purchasing guidelines. ACBHS has followed and complied with all local policies and guidance regarding the solicitation for RFP 21-29.

ACBHS selected Nexus Youth & Family Services because of their comprehensive implementation plan, established and robust relationship with the Amador County Unified School District, past experience in implementing student assistance programs and understanding of the MHSA and other grant funds along with their oversight requirements. Specifically, the experience Nexus Youth & Family Services has demonstrated when working with Amador County youth and families as well as community partners, shows that they possess the experience and qualifications necessary to provide Student Assistance Program services in Amador County.

The budget amount of \$100,000 per year, for five years, totaling \$500,000 for this current RFP does represent an increase of \$35,000 from the previously issued RFP in 2019. The annual increase is warranted due to other responsibilities the Student Assistance Program will be implementing such as a collaborative comprehensive community support system. Instead of working directly with the Amador County Unified School District, the Student Assistance Program is now also working with the community to build a system of care that supports the whole student (family/caregivers, childcare providers, schools, etc.) Additional funds from the MHSSA have also supported an increase in mental health professional staff

within the Amador County Unified School District sites. As a result, it is anticipated that there will be an increase in referrals to the Student Assistance Program and increased capacity will be required to meet the needs. The rate for the services provided are appropriate and align with Student Assistance Program funding amounts throughout the state.



Proposal for Contract Services RFP No. 21-29 Student Assistance Program

Submitted by:
Tara Parker, Director of Grants Administration
Nexus Youth & Family Services
601 Court St. Suite 210
Jackson, CA 95642
(209) 257-1980 x 106

December 2, 2021

Transmittal Letter

RFP No. 21-29 Student Assistance Program

Legal Name of Agency: Nexus Youth & Family Services

Agency Address: 601 Court St. Suite 210

Jackson, CA 95642

Proposal Contact Person: Tara Parker, Director of Grants Administration

Address: 601 Court St. Suite 210

Jackson, CA 95642

Email: tparker@nexusyfs.org

Telephone Number: (209) 257-1980 x 106

Tara Parker, Director of Grants Administration

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^{*}Program Budget with Budget Narrative as well as Compensation are included in a separate sealed envelope marked "Cost Proposal".

Scope of Work/Services

Executive Summary

Nexus Youth & Family Services is requesting MHSSA and MHSA funds in order to facilitate an expanded Student Assistance Program that better addresses student mental health and increases services and supports for students and their families through the design, development, and implementation of an innovative Comprehensive Community Support Model. This model will utilize the Student Assistance Program to build upon the existing community-school relationship and encourage and support all student-serving providers to learn about the program and refer students and their families to services as soon as a need is identified. Expanding our authentically connected referral network will serve to strengthen the County's capacity to improve the partnership, program participation, knowledge, and emotional well-being of school staff, child care providers, and other entities who serve children and families; increase student access to mental health and wellness services; and ensure student families have a solid network of support including linkages to needed community resources. Within the proposed program, Nexus will offer education and support for student-serving providers, work with community partners to facilitate an effective referral process, implement an evidence-based, individualized prevention program for students and families, and produce outcome and evaluation data to measure project success in meeting goals and objectives. Nexus will work cooperatively under the supervision of the School Based Mental Health Early Intervention Strategies Workgroup as well as Amador County Behavioral Health Services and be the primary partner in the coordination and implementation of the Comprehensive Community Support Model. Nexus is qualified and has the expertise to implement a Student Assistance Program that meets and exceeds the standards and expectations required by the funder. From January 1, 2022 through June 30, 2026, Nexus will provide Student Assistance Program services to a minimum of 350 individuals annually.

Objectives/Strategies

In order to expand standard student assistance services to include increased communityschool involvement as a means to better engage students and their families, caregivers, or significant others in a prevention process that uses their strengths to meet their needs, link them to needed resources, support them to pursue healthy choices, and reduce disparities in access to services, Nexus will provide a comprehensive Student Assistance Program that functions within an evolved continuum of services. Utilizing the community-school relationship as an innovative strategy to improve student mental health, Nexus will coordinate and implement a seamless Comprehensive Community Support Model that focuses on outreach, education, and support for school and child care providers in order to increase student access to mental health and wellness services. In addition, it will include implementation of the Brief Risk Reduction Interview and Intervention Model (BRRIIM) for students and their families, linkage to appropriate therapeutic interventions, as well as ongoing follow up and support at all phases of operation. Nexus will work cooperatively with the School Based Mental Health Early Intervention Strategies Workgroup, Amador County Behavioral Health Services, the Amador County Unified School District, local child care providers, and other community stakeholders and partners to support students and their families, identify children with higher mental health needs, and provide a welcoming and non-stigmatizing gateway that facilitates improved access to county and community-based services using an individualized, culturally-competent process. The goal of the expanded Student Assistance Program will be to create a formal system of care that mobilizes resources already present in Amador County through building and strengthening relationships that connect our assets and enhance our community safety net thereby improving mental health and wellness outcomes for local residents. Nexus will use the following strategies to achieve the desired outcome described above:

1. Provide outreach, education, and ongoing support for school and community providers in order to increase student access to mental health and wellness services.

In order to support school staff and community providers to refer children and families to needed services and decrease secondary stress, Nexus will employ Student Assistance Program Coordinators who will implement a Comprehensive Community Support Model that will include outreach to school and provider staff, bimonthly meetings with community partners to assess ongoing needs, quarterly educational workshops for school and provider staff to increase knowledge regarding available mental health services and supports, as well as a simple and functional referral process. In addition, it will include consistent follow up to ensure increased provider partnership, program participation, and emotional well-being. These activities will serve to promote interagency and community collaboration related to mental health services, supports, and outcomes and build a more evolved continuum of care for students and their families.

The Program Coordinators will implement an extensive outreach plan in an effort to inform school and community providers about the Student Assistance Program as well as mental health and supportive services available in the community. The Program Coordinators will conduct key informant interviews with Amador County Unified School District, Amador Child Care Council, and The Resource Connection staff to develop the initial list of stakeholders to include on the engagement list. The Program Coordinators will target these identified partners with the intent of creating Student Assistance Program champions at schools and community locations across the county. Project staff will meet with each partner to gather feedback regarding current needs and trends, discuss important program highlights and details, and encourage them to share the benefits of student and family engagement in services at every appropriate opportunity. Project staff will also undertake additional outreach efforts utilizing a variety of proven methods including, but not limited to, attendance at multiple coalition meetings; participation in annual community events;

individual meetings with county staff as well as medical and dental providers, therapeutic counselors, and faith-based leaders; public media engagements; and online advertising through agency social media accounts and shared partner platforms. Staff will follow up with outreach contacts on a regular basis to provide updated program information, answer questions, and offer emotional support to facilitate continued project engagement.

The Program Coordinators will meet with school and provider partners bimonthly in order to assess ongoing educational needs and receive feedback regarding the effectiveness of current services. This information will be critical to developing topics for the quarterly interactive workshops for school and provider staff as well as ensuring community involvement in the implementation of the project. The Program Coordinators will present at regularly scheduled school and provider meetings in order to facilitate a manageable schedule for everyone involved, including participation at school professional development trainings, administrator meetings, and counselor convenings as well as at gatherings where early education and child care providers are present. Working collaboratively with school and community providers, project staff will be able to obtain invaluable feedback and recommendations for effective program implementation, gain a fundamental perspective on how to best address program opportunities and challenges, receive innovative ideas to improve service delivery, and follow up with partners to offer ongoing emotional support. In addition, staff will build an expert team to develop meaningful educational opportunities that can increase knowledge regarding available mental health wellness services and supports as well as alleviate the effects of secondary stress caused by feelings of heightened anxiety due to inability to identify resources for a child or family in need and other external factors. In order to maximize accessibility and attendance, Nexus will facilitate the quarterly educational workshops in both in-person and virtual formats. Examples of workshop topics include Community Connections: Linking Students & Families to Services, Understanding Needs

& Feelings, Fostering Self-Esteem, The Nature of Nurturing, Understanding Adverse Childhood Experiences (ACEs), Supporting Youth Post Pandemic, Building Independence While Setting Limits, Raising a Resilient Child, Practicing Self-Compassion, Self-Care Strategies, as well as Secondary Stress & Vicarious Trauma. In addition, interested partners will be encouraged to participate in an online version of the Brief Risk Reduction Intervention Interview Model (BRRIIM) training. This training will provide detailed information regarding the three-tiered Motivational Interview approach utilized in the Student Assistance Program so attendees feel better prepared to explain the benefits of participating in services.

In order to facilitate prompt services for each individual client, Nexus will work in conjunction with the School Based Mental Health Early Intervention Strategies Workgroup, Amador County Behavioral Health Services, the Amador County Unified School District, and local community providers to institute an effective, streamlined referral process to the Student Assistance Program. The ease of this process is important to ensure that barriers to services are reduced and that students and families receive assistance as soon as the need arises. The Program Coordinators will discuss and explain the referral process at every opportunity, including meetings with stakeholders and partners as well as during community outreach events. This will ensure widespread knowledge of the referral pathway and linkage to services.

The Nexus referral process serves as the principal pathway by which students and families gain timely access to Student Assistance Program services. School and provider staff will facilitate direct referrals for services for any identified concern regarding a student or family in need. Students and their families will be able to self-refer for services as well by contacting any Nexus staff member present on campus, in the community, or by reaching out to us by phone, email, or through social media sites. In addition, students and their families can speak directly with school and provider staff who can initiate the referral process on their behalf. Nexus has an

established referral form which includes the client's contact information, reason for the referral, information regarding appropriate response time based on the urgency of the situation, as well as the request for referrer follow up. A short referral form is also available to expedite services at the client's request. Nexus also utilizes the *Amador County Authorization to Exchange Information* form to use, disclose and share confidential client information for the purpose of treatment, referral, coordination and provision of services pursuant to state and federal laws which govern the disclosure of all confidential healthcare information. If a need for crisis therapeutic intervention is identified at any time throughout the referral process, project staff will provide and facilitate an immediate linkage to an appropriate treatment provider. Nexus will maintain functional Operational Agreements with the Amador County Unified School District as well as identified community providers which will include our intent to work together toward the mutual goal of providing a Student Assistance Program as an effective community-based mental health early intervention, an outline of our formal referral system, the roles and responsibilities of Nexus, and the roles and responsibilities of the partners.

After receiving the referral for services, Nexus staff will contact the parent/caregiver to schedule the Brief Risk Reduction Interview and Intervention Model (BRRIIM) initial family conference to welcome and engage the student and family into the intervention component of the Student Assistance Program.

2. Provide the Brief Risk Reduction Interview and Intervention Model (BRRIIM) for referred students and their families.

Nexus will utilize a three-stage Motivational Interview approach to provide linkage for students and their families to an array of services and supports that address academic and non-academic barriers to success including school challenges, mental health concerns, absenteeism, learning difficulties, individual and family stress/changes, substance use, and safety concerns.

The intent of this comprehensive, coordinated programming will be to ensure that students and families can access supportive services when the need exists through a culturally-competent behavioral health system that promotes wellness, recovery and resiliency; prepare students for successful lives beyond school walls; and reduce risk factors and enhance personal protective factors for youth in our community in order to support them in identifying personal potential and achieving self-fulfillment. Nexus staff are trained to provide the client-driven and family-driven Motivational Interview approach and have ample experience facilitating advocacy and case management services to ensure positive outcomes for program participants.

The BRRIIM is an early intervention model for students and families. It is structured as a three stage Motivational Interview, combining two evidence-based strategies: 1) Problem Identification and 2) Referral and Education. The BRRIIM is a prevention-focused screening process that welcomes the participant(s) to services, determines their strengths, needs, priorities, and resources, and then links them to available prevention services or refers them to assessment.

During the first stage of the BRRIIM interview, Nexus staff will meet with both the student and, as often as possible, their family members. It is during this family conference that Nexus staff will establish rapport and build trust with the student and family, and identify risk and protective factors through the use of questions in a structured interview format. The questions will center on school/education, work history, family dynamics (including any history of family violence and/or addiction and treatment for mental health issues), as well as current home climate, social/peer support, and recent or ongoing interests, activities, or stressors in the student's life. These questions aim to identify each student's cultural/personal/academic assets that can help them meet their desired goals, as well as identify and address needs and concerns. This stage of the BRRIIM process will provide Nexus staff the opportunity to learn from the student and family members about how their culture has shaped their strengths, concerns, and resources within their

family. At the conclusion of this portion of the process, the student's family members will be asked to leave the interview temporarily while Nexus staff continue to meet with the student one-on-one.

During the second stage of the BRRIIM interview, Nexus staff will address possible issues with the student including anger and other emotional challenges, ATOD use, health habits, family distress, personal goals and aspirations, and any other concerns that the student would like to discuss. Conducting this part of the interview one-on-one allows the student to speak more freely and openly about sensitive issues and further builds trust between staff and the student.

Throughout this component of the interview process, staff will be able to identify the "Stages of Change" level that the student is currently in and can utilize this information to help design a brief intervention that is unique to the student. At the conclusion of this portion of the process, the family members will be asked to rejoin the interview.

In the final stage of the BRRIIM interview, a Prevention Service Agreement will be formulated with input from all parties present. The Prevention Service Agreement is a plan of action designed to create a level of commitment from each participant through which accord is reached in three areas:

- A. What the student is willing to do.
- B. What Nexus staff are willing to do.
- C. What the student's family or significant others are willing to do.

Staff can also make recommendations to the student and the family to help guide the process and ensure that other identified needs and concerns are considered in the plan. The Prevention Service Agreement will also include a timeline, suggested number of meetings, and assigned tasks. Each plan will be unique and based on the strengths of the family and their willingness to make identified behavioral changes.

Following the BRRIIM interview, students and their families will receive information, skill building support, and assistance with linkages and coordination of community services. When

urgent needs are identified, staff will provide an immediate referral to an appropriate assessment or service which may include therapeutic intervention. Staff will continue to meet with the student and family at regular intervals to provide ongoing support, review and update the Prevention Service Agreement, and connect them to additional services and supports as needed. Ongoing family involvement will be encouraged throughout the entire process. During family sessions, confidential information regarding the student will not be shared and the focus will be on successful completion of the plan. It is important to note that the Prevention Service Agreement is an iterative document and can be updated throughout the process to better align with changing needs and best interests of the student and family. The student and family will determine when goals have been met and they are no longer in need of Student Assistance Program services. At this time, Nexus staff will advise the student and family that the program has an open door policy and that they can return for services at any time.

Nexus staff are proficient in providing BRRIIM services. Throughout the past 2 years, our trained and certified staff have implemented the BRRIIM with 107 at-risk families (173 caregivers and 186 youth) who have achieved exceptional outcomes. Recent evaluation data indicates that due to the BRRIIM intervention, families are now committed to attaining personal goals, have increased confidence in their ability to control their motivation and behavior, have identified personal resilience and enhanced ability to advocate for themselves, and will access needed resources in the future in order to continue on the path to self-actualization and success. In addition, survey results reflect that 83% of program participants stated that they followed the Prevention Agreement Plan to the best of their ability; 83% stated that they improved in their ability to solve problems and address challenges in a constructive way; 100% stated that they learned where to go for help when needed; and 100% stated that they would seek prevention services again if needed in the future.

3. Implement tracking mechanisms to show outcome data that reflects qualitative and quantitative analysis of the services provided.

In order to evaluate the effectiveness of the expanded Student Assistance Program, measure key project data points and participant outcomes, as well as assess overall satisfaction with services, Nexus will utilize the following tools:

- Staff will track all outreach activities to school personnel, child care providers, and other
 entities who serve children and families in order to demonstrate meaningful engagement with
 community partners.
- 2) Staff will track all referrals for services in order to determine an increase in referrals from specific sources over time. This data will be entered into the *Apricot Essentials* case management software to be included in the overall program outcome analysis.
- 3) Staff will administer quarterly surveys to school personnel and child care providers in order to determine an increase in knowledge of effective student support services as well as changes in attitude and behavior as a result of the program. This data will be entered into the *Apricot Essentials* case management software to be included in the overall program outcome analysis.
- 4) Staff will utilize a participant satisfaction survey to assess school personnel or child care provider evaluation of the educational workshops and events. This information will be used to determine an increase in knowledge regarding mental health services and supports for students and families, ensure the quality of service delivery, and generate ideas regarding program improvement. This data will be entered into the *Apricot Essentials* case management software to be included in the overall program outcome analysis.
- 5) Staff will complete Participant Tracking Logs for each student and family in order to capture data related to the implementation of the BRRIIM. The Participant Tracking Logs include participant demographics, referral sources, number and length of sessions, Prevention Service

- Agreement development and use, and family involvement. This information will be used to determine and assess student and family engagement in the Student Assistance Program.
- 6) Program participants will complete the BRRIIM Readiness to Change Interview scale to rate their readiness to reduce negative behaviors before the BRRIIM process and after the BRRIIM process. This retrospective survey will measure the effectiveness of the Student Assistance Program in helping to empower the student and family to achieve their goals.
- 7) Staff will administer the pre and post BRRIIM Participant Survey. This survey is designed to measure pre and post changes in protective factors, decision-making capacity, confidence to change, knowledge of resources, frequency of use of county and community-based resources, and satisfaction with the Prevention Service Agreement process. This information will be used to determine the effectiveness of the Student Assistance Program in helping students and families access supportive services when the need exists; preparing students for successful lives beyond school walls; and reducing risk factors and enhancing personal protective factors for youth and families in our community.
- 8) Staff will track student and family engagement in mental health wellness services and supports as a result of participation in the program. This data will be entered into the *Apricot Essentials* case management software to be included in the overall program outcome analysis.
- 9) Staff will track all community resource referrals provided to students and families participating in the program, including linkages to mental health wellness services and supports. All referrals, linkages, and service utilization outcomes will be entered into the *Apricot Essentials* case management software to be included in the overall program outcome analysis.
- 10) Staff will conduct Three Month Follow-up Interviews with participating students and their families in order to determine if program participants continue to experience positive outcomes over time.

Collected data will be utilized to ensure that benchmarks are met, quality services are provided, and to measure program progress towards creating a formal system of care for students and their families that builds on the community-school relationship and results in efficient access to mental health services. Data outcome analyses will be conducted regularly to assess overall program success in supporting school staff and child care providers to refer children and families to needed services and decreasing secondary stress, improving student access to mental health services and supports, increasing student family utilization of community resources, and improving mental health and wellness outcomes for Amador County residents. Nexus staff will meet with the School Based Mental Health Early Intervention Strategies Workgroup on a regular basis to review and discuss the status of the Student Assistance Program services. Nexus is fully committed to cooperating with the evaluation, data collection, and monitoring efforts required by this grant, including the submission of the MHSA Quarterly Contractor Survey, comprehensive and detailed documentation required for the Evaluation Matrix, as well as quarterly and annual narrative reports.

Target Population

Nexus will provide Student Assistance Program services for student families ages 0-18 and those who are supporting them in a personal or professional capacity including parents or guardians, school staff, child care providers, as well as other community partners who serve children and families.

Funding Plan

In order to provide quality, comprehensive, and efficient programming for children and families in Amador County and help ensure that target populations are reached, Nexus intends to utilize the following funding sources to improve and expand the services included in this proposal:

- First 5 Amador funds as leverage to provide Parent and Provider Café workshops for caregivers and child care providers to participate in interactive discussions regarding children's social and emotional development.
- Amador County Department of Social Services funds as leverage to provide BRRIIM services
 for children and families participating in parenting, home visiting, and foster youth support
 programs.
- Amador County Behavioral Health (Youth Empowerment Program) funds as leverage to
 provide mental health awareness, emotional wellness strategies, and suicide prevention
 resources as an adjunct service for junior and high school students participating in Project
 SUCCESS services.
- Amador County Behavioral Health (Building Blocks of Resiliency) funds as leverage to support
 Aggression Replacement Training adjunct services for junior and high school students as the
 clinical component of Project SUCCESS.
- Amador County Behavioral Health (Substance Use Disorder Prevention) funds as leverage to support alcohol, tobacco, and other drug prevention education as an adjunct service.
- Amador County Unified School District (ATOD Prevention Services) funds as leverage to provide comprehensive ATOD prevention programming and services on school campuses.

Executive Conclusion

Nexus Youth & Family Services is qualified and has the expertise to implement an exceptional Student Assistance Program that meets and exceeds the standards and expectations required by the funder. Nexus staff have the experience, education and training to provide the comprehensive services outlined in this proposal. Nexus does not anticipate **any constraints** in providing the services contained herein. All proposed activities, objectives, strategies and intended outcomes meet the RFP requirements. Since 2014, Nexus staff have been successful in providing prevention

education and activities, mental health supportive services, advocacy, and case management for students and their families with demonstrated positive outcomes. According to one school administrator, "When Nexus was providing the Student Assistance Program at my campus, school staff often commented that they saw remarkable improvement in each student and family who participated. The kids expressed that their voices were heard and that they felt hopeful about the future. Their mental health, behavior, and grades improved and their parents felt like they were getting the support they needed." By implementing the expanded Student Assistance Program described in this proposal, Nexus will be able work with the School Based Mental Health Early Intervention Strategies Workgroup, Amador County Behavioral Health Services, the Amador County Unified School District, local child care providers, and other community partners to affect the current continuum of services and strengthen the safety net for those in need. Through these efforts, student-serving providers will receive outreach and education to better support children in their care, and students and their families will have improved access to critical services. Nexus fully expects that program outcome data will demonstrate a successful community-based mental health early intervention system that promotes wellness, recovery, and resiliency for the residents of Amador County.

Staffing

Tara Parker is the Nexus Director of Grants Administration. She is responsible for ensuring that grant and funding guidelines are followed and budgets are managed efficiently and appropriately. Ms. Parker has a Bachelor's degree as well as 18 years of experience overseeing and facilitating human services programs in Amador County. For the past 12 years, she has provided grant and budget oversight of multiple high quality and successful family engagement, prevention, intervention, and treatment programs. She has worked extensively with local collaborative partners, including Amador County Behavioral Health Services, Amador County Unified School

District, and local child and family service providers. In addition, Ms. Parker has substantial experience in the following areas: fund development and grant and procedural compliance.

Lori Halvorson is the Nexus Programs Director. She is responsible for overseeing all activities described in this proposal. She will review program data on a monthly basis to ensure that benchmarks are met and quality services are provided. She is also responsible for conducting staff meetings and compiling program data for evaluation. Ms. Halvorson has a Bachelor's degree in Business Administration, as well as over 24 years of experience overseeing human services programs in Amador County. In addition, she is a certified Project SUCCESS counselor and BRRIIM facilitator. She has direct experience creating, implementing and overseeing quality prevention and youth engagement services, including the Youth Empowerment Program, Aggression Replacement Training, Substance Use Disorder Prevention activities, ATOD Prevention Services provided on school campuses, as well as Student Assistance Program interventions. She has worked extensively with local collaborative partners, including the Amador County Behavioral Health Services, Amador County Unified School District, and local child and family service providers. In addition, Ms. Halvorson has extensive experience in the following areas: staff supervision; service outreach; data collection and analyses; strategic planning; fund development; project implementation; brokering resources; and collaborative building.

Emma Swett is the Program Manager. She will provide direct supervision of the services included in this proposal. Ms. Swett has over 6 years of experience providing youth programs in Amador County. In addition, she is certified in Motivational Interviewing, Nurturing Parenting, and Strengthening Families. She is also certified in the BRRIIM and has direct experience facilitating the services for students and families. Ms. Swett is very familiar with the resources available for youth and families in Amador County. She has also participated in the following trainings to further her professional development: Youth Mental Health First Aid; Facilitating

Change Talk; 5 Protective Factors; Supporting Youth in the Child Welfare System; Trauma Informed Care; Client Engagement and Retention; Chemical Dependence Group Facilitation; All in the Family: Recruiting, Engaging and Supporting Kin; Cultural Competency; and HIPAA and Behavioral Health.

The Student Assistance Program Coordinators will be recruited through an open-hire process. The Program Coordinators will provide the services described in this proposal including outreach, education and support for student-serving providers in order to increase student access to mental health and wellness services, implementation of the Brief Risk Reduction Interview and Intervention Model (BRRIIM) for students and their families, linkage to appropriate therapeutic interventions, as well as ongoing follow up and support. The Program Coordinators will have a minimum of 5 years of experience working with community organizations and 2 years of experience in human services, social services, or case management delivery. In addition, the Program Coordinators will be familiar with resources available in Amador County. The Program Coordinators will have specialized training in asset-based community development; traumainformed care; child welfare, probation, and foster care systems; family support principles; dynamics within families in crisis; de-escalation, conflict resolution, and building healthy relationships; communication and engagement; and cultural competency. In addition, they will receive comprehensive training in the Brief Risk Reduction Interview and Intervention Model (BRRIIM).

Wendy Sober, LMFT, is the licensed therapist who will be available to provide in-kind consultation services to program staff regarding students and families of concern, help problem-solve situations involving students and families of concern, and provide feedback to involved parties as needed. Ms. Sober has been a licensed therapist for over 7 years and has experience working with youth and families in Amador County.

Nexus would require an estimated 60 hours annually from County personnel to implement the proposed Student Assistance Program. Participation would include oversight of the activities and services; participating in workgroup meetings to increase mental health services to students and develop a seamless system of care for at-risk youth who are in need of intervention; serving as a resource for information about changing trends in consumer healthcare, county healthcare systems, and potential training opportunities; approving evaluation data; and providing feedback regarding project performance.

Resumes of staff who are committed to providing the Student Assistance Program, copies of special licensing/certifications, and the Nexus organizational chart are attached as appendices.

Statement of Experience and Qualifications

Nexus Youth & Family Services is a non-profit human services organization located in Amador County, California. The mission of Nexus is to serve members of the community through innovative programs, collaborative partnerships, and the provision of educational and therapeutic services.

Nexus is committed to:

- The highest quality of leadership
- Greatest level of expertise
- Tireless dedication
- Responsiveness to changing community needs

Nexus aims to enhance the health and well-being of community members in Amador County.

Nexus is qualified and has the expertise to implement an exceptional and successful expanded

Student Assistance Program following the Comprehensive Community Support Model that meets
and exceeds the standards and expectations required by the funder. The following tables highlight
current and past Nexus programs and services, and illustrate the competence and experience
needed to provide the services described in this proposal.

Current and Past Services ~ Youth Services Department

Nexus Staff:

Tara Parker – Director of Grants Administration

Lori Halvorson – Programs Director

Nadine Magana – Deputy Director of Administration

Stephen Hartmann – Program Manager Katie Rodriguez – Program Coordinator

Amanda Lavatai - Youth Advocate

Funder:

Amador County Behavioral Health – Amy Hixson, Behavioral Health Care Supervisor 10877 Conductor Blvd, Sutter Creek, CA 95685 (209) 223-6548

Project Description:

Substance Use Disorder Prevention Activities include instruction at Amador County schools and in the community using the following evidence-based programs: Botvin Lifeskills, Stanford Tobacco Toolkit, Project SUCCESS, and Friday Night Live (FNL) youth leadership development activities. FNL activities include drug and alcohol prevention, problem gambling awareness, reduction of teen tobacco use, antibullying strategies and environmental prevention activities. Staff are trained in Botvin Lifeskills, Project SUCCESS, My Lifeplan, Child/Adolescent Needs & Strengths, The 5 Protective Factors, Youth Mental Health First Aid Instructor Training, Youth/Mental Health First Aid, Mandated Reporting, One Circle Foundation Training, FNL Roadmap, Teen Problem Gambling, Distracted Driving, Bullying Prevention, TRACE (Targeting Responsibility for Alcohol Connected Emergencies), Motivational Interviewing, Strengthening Families, Bridges Out of Poverty, Brief Risk Reduction Interview and Intervention Model, Cultural Competency, HIPAA Compliance and Trauma Informed Care.

Performance History:

All proposed processes, activities, objectives, strategies, intended outcomes, and goals are continuously met. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or deficiencies have ever been cited.

Project Title: Youth Empowerment Program **Duration:** 2014 - present

Nexus Staff:

Tara Parker - Director of Grants Administration

Lori Halvorson – Programs Director

Nadine Magana – Deputy Director of Administration

Stephen Hartmann – Program Manager

Katie Rodriguez – Program Coordinator

Amanda Lavatai - Youth Advocate

Funder:

Amador County Behavioral Health – Stephanie Hess, MHSA Programs Coordinator 10877 Conductor Blvd, Sutter Creek, CA 95685 (209) 223-6308

Project Description:

Youth Empowerment Program staff provide the Project SUCCESS curriculum at junior/high school campuses. Project SUCCESS is an evidence-based practice that teaches and supports social competency skills such as positive communication and decision-making, stress and anger management, emotional wellness, suicide prevention, drug and alcohol prevention, problem-solving, and resisting peer pressure. Staff are trained in Project SUCCESS, Child/Adolescent Needs & Strengths, The 5 Protective Factors,

Youth Mental Health First Aid Instructor Training, Youth/Mental Health First Aid, Mandated Reporting, Motivational Interviewing, Cultural Competency, HIPAA Compliance, Bridges Out of Poverty, Brief Risk Reduction Interview and Intervention Model, and Trauma Informed Care. The therapy/counseling component of Project SUCCESS is provided by licensed therapists, associates, and trainees.

Performance History:

All proposed processes, activities, objectives, strategies, intended outcomes, and goals are continuously met. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or deficiencies have ever been cited.

Project Title: 180° You-Turn **Duration:** 2014 - present

Nexus Staff:

Tara Parker – Director of Grants Administration

Lori Halvorson – Programs Director

Sean Molin – Youth Advocate

Amanda Lavatai - Youth Advocate

Funder:

Amador County Probation Department - Mark Bonini, Chief Probation Officer

675 New York Ranch Rd, Jackson, CA 95642 (209) 223-6387

Project Description:

The 180° You-Turn program provides comprehensive services for at-risk young people living in Amador County. Referred youth participate in weekly group meetings, attend field trips, and work closely with an assigned mentor. Staff are trained in Project SUCCESS, My Lifeplan, Child/Adolescent Needs & Strengths, Youth Mental Health First Aid Instructor Training, Youth/Mental Health First Aid, Mandated Reporting, One Circle Foundation Training, FNL Roadmap, Teen Problem Gambling, Distracted Driving, Bullying Prevention, The 5 Protective Factors, TRACE (Targeting Responsibility for Alcohol Connected Emergencies), Motivational Interviewing, Bridges Out of Poverty, Brief Risk Reduction Interview and Intervention Model, Cultural Competency, HIPAA Compliance and Trauma Informed Care.

Performance History:

All proposed processes, activities, objectives, strategies, intended outcomes, and goals are continuously met. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or deficiencies have ever been cited.

Project Title: Court Appointed Special Advocates Duration: 2014 - present

Nexus Staff:

Tara Parker – Director of Grants Administration

Lori Halvorson – Programs Director

Fara Roberts – Program Manager

Jorge Espiritu – CASA Volunteer Coordinator

Maria Robinson – CASA Volunteer Coordinator

Funder:

Judicial Council of California – Anthony Villanueva, Associate Analyst

455 Golden Gate Ave, San Francisco, CA 94102 (415) 865-8857

First 5 Calaveras – Teri Lane, Executive Director

373 W St. Charles St Suite B, San Andreas, CA 95249 (209) 754-6918

California Governor's Office of Emergency Services – Nakisha Willis, Program Specialist

3650 Schriever Ave, Mather, CA 95655 (916) 845-8276

American River Bank Foundation – Sherry Butler, Vice President-Bank Manager 422 Sutter St, Jackson, CA 95642 (209) 223-7236 x 8307

Project Description:

CASA volunteers are appointed by the Juvenile Court Judge to advocate for the best interest of children who are involved in the court system due to abuse or neglect. The Amador CASA and CASA of Calaveras programs provide training, guidance, support, and supervision for local CASA volunteers. Staff are trained in Navigating Kinship Care, The 5 Protective Factors, CASA Program Procedures, CANS, Mandated Reporting, Trauma Informed Care, County Welfare Systems, Mental Health Advocacy, Understanding Family Dynamics, Juvenile Court Dependency Processes, Children of Incarcerated Parents, AOC Permanency Planning, and Beyond the Bench 25: Joining Forces for a Better Future for Children and Families.

Performance History:

All proposed processes, activities, objectives, strategies, intended outcomes, and goals are continuously met. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or deficiencies have ever been cited.

Project Title: Independent Living Program

Duration: 2015 - present

Nexus Staff:

Tara Parker - Director of Grants Administration

Lori Halvorson – Programs Director

Ivonne Isaac – Program Manager

Naomi Petersen – Program Coordinator

Funder:

Amador County Department of Social Services – Aditra Miller, Program Manager 10877 Conductor Blvd, Sutter Creek, CA 95685 (209) 223-6210

Project Description:

The Independent Living Program provides training, services and programs to assist current and former Juvenile Probation and Child Welfare foster youth to achieve self-sufficiency prior to and after leaving the foster care system. Staff are trained in Project SUCCESS, My Lifeplan, Child/Adolescent Needs & Strengths, Youth Mental Health First Aid Instructor Training, Youth/Mental Health First Aid, Mandated Reporting, One Circle Foundation Training, Bullying Prevention, The 5 Protective Factors, Motivational Interviewing, Bridges Out of Poverty, Brief Risk Reduction Interview and Intervention Model, Cultural Competency, HIPAA Compliance and Trauma Informed Care.

Performance History:

All proposed processes, activities, objectives, strategies, intended outcomes, and goals are continuously met. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or deficiencies have ever been cited.

Nexus Staff:

Tara Parker – Director of Grants Administration

Lori Halvorson – Programs Director

Stephen Hartmann – Program Manager

Sean Molin - Youth Advocate

Amanda Lavatai – Youth Advocate

Funder:

California Governor's Office of Emergency Services – Elizabeth Pollard, Program Specialist 3650 Schriever Ave, Mather, CA 95655 (916) 845-8997

Project Description:

XY Youth Advocate staff and volunteers provide information and referral, assistance obtaining community resources, advocacy, mentoring and peer leadership development for child victims of parental chemical substance abuse. Staff are trained in Seeking Safety, The 5 Protective Factors, CASA Initial Training, Mandated Reporting, Bullying Prevention, Youth Mental Health First Aid Instructor Training, Youth/Mental Health First Aid, Suicide Prevention, Motivational Interviewing, Bridges Out of Poverty, Brief Risk Reduction Interview and Intervention Model, Cultural Competency, HIPAA Compliance, Life Space Crisis Intervention and Trauma Informed Care.

Performance History:

All proposed processes, activities, objectives, strategies, intended outcomes, and goals are continuously met. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or deficiencies have ever been cited.

Project Title: ATOD Prevention Services Duration: 2017 - present

Nexus Staff:

Tara Parker – Director of Grants Administration

Lori Halvorson – Programs Director

Nadine Magana – Deputy Director of Administration

Stephen Hartmann – Program Manager

Katie Rodriguez – Program Coordinator

Funder:

Amador County Office of Education – Sean Snider, Assistant Superintendent, Educational Services 217 Rex Ave, Jackson, CA 95642 (209) 257-5334

Project Description:

ATOD Prevention Services staff provide tobacco prevention education as a component of the Project SUCCESS curriculum at junior/high school campuses as well as the Botvin Lifeskills curriculum at elementary schools. Staff are trained in Project SUCCESS, Botvin Lifeskills, Stanford Tobacco Toolkit, Facilitating Change Talk, Supporting Youth in the Child Welfare System, Case Management Essentials, Child/Adolescent Needs & Strengths, The 5 Protective Factors, Youth Mental Health First Aid Instructor Training, Youth/Mental Health First Aid, Mandated Reporting, Motivational Interviewing, Brief Risk Reduction Interview and Intervention Model, Cultural Competency, HIPAA Compliance, Bridges Out of Poverty and Trauma Informed Care.

Performance History:

All proposed processes, activities, objectives, strategies, intended outcomes, and goals are continuously met. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or deficiencies have ever been cited.

Project Title: ASPIRE Student Assistance Program Duration: 2019 - 2020

Nexus Staff:

Tara Parker – Director of Grants Administration

Lori Halvorson – Programs Director

Emma Swett – Program Coordinator

Funder:

Amador County Behavioral Health – Stephanie Hess, MHSA Programs Coordinator 10877 Conductor Blvd, Sutter Creek, CA 95685 (209) 223-6308

Project Description:

ASPIRE Student Assistance Services staff utilized a three-stage Motivational Interview approach to provide linkage for students and their families to an array of services and supports that address academic and non-academic barriers to success including school challenges, mental health concerns, absenteeism, learning difficulties, individual and family stress/changes, substance use, and safety concerns. Staff were trained in Motivational Interviewing, Too Good for Drugs, Youth Mental Health First Aid, Facilitating Change Talk, The 5 Protective Factors, Supporting Youth in the Child Welfare System, Trauma Informed Care, Cognitive Behavioral Therapy and Relapse Prevention, Client Engagement and Retention, Chemical Dependence Group Facilitation, All in the Family: Recruiting, Engaging and Supporting Kin, Brief Risk Reduction Interview and Intervention Model, Cultural Competency, and HIPAA and Behavioral Health.

Performance History:

All proposed processes, activities, objectives, strategies, intended outcomes, and goals were continuously met. All budget/fiscal and evaluation/reporting guidelines were continuously followed. No findings or deficiencies were ever cited.

Current Services ~ Family Services Department

Project Title: Family Resource Centers / Outreach and Engagement **Duration:** 2014 - present

Nexus Staff:

Tara Parker - Director of Grants Administration

Lori Halvorson – Programs Director

Emma Swett – Program Manager

Angela Kessenich-Klobas – Program Coordinator

Kerrie Perkins – Outreach Specialist

Brenna Kantner – Licensed Marriage and Family Therapist

Cheryl Hanson – Associate Marriage and Family Therapist

Nathan Conover – Therapy Trainee

FRC Volunteers

Funders:

First 5 Amador – Nina Machado, Executive Director

975 Broadway, Jackson, CA 95642 (209) 257-1092

Amador County Behavioral Health - Stephanie Hess, MHSA Programs Coordinator

10877 Conductor Blvd, Sutter Creek, CA 95685 (209) 223-6308

Project Description:

The FRCs provide a safe and stable environment for community members to gather and receive support, wellness workshops regarding mental health and existing services in the community, and case management support services. Information and referral and volunteer opportunities are also offered. Additional services include Parent and Provider Café workshops and school readiness programming. Staff are trained in Mental Health First Aid, Educate, Equip & Support, Case Management, Home Visiting, Nurturing Parenting, Human Development, Family Management, Parent Leadership, Asset Based Community Development, Family Support Principles, Motivational Interviewing, Brief Risk Reduction Interview and Intervention Model, Seeking Safety, Interpreter/ Translator Training, El Rotafolio Suicide Prevention Training: safeTALK – Alerta Sobre El Suicidio and Reconozca las Señales

El Suicidio Es Prevenible, The 5 Protective Factors, Mandated Reporting, Ages & Stages, Child Development, The 40 Developmental Assets, Cultural Competency, HIPAA Compliance, SanaMente Resources for Latino Communities, Suicide Prevention, and Reaching Families Where They Live.

Performance History:

All proposed processes, activities, objectives, strategies, intended outcomes, and goals are continuously met. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or deficiencies have ever been cited.

Project Title: Promotores de Salud Duration: 2014 - present

Nexus Staff:

Tara Parker – Director of Grants Administration

Lori Halvorson – Programs Director

Ivonne Isaac – Program Manager/Promotora

Gloria Zamora – Outreach Specialist/Promotora

Funder:

Amador County Behavioral Health – Stephanie Hess, MHSA Programs Coordinator 10877 Conductor Blvd, Sutter Creek, CA 95685 (209) 223-6308

Project Description:

The Promotores de Salud is a "peer to peer" program that utilizes Spanish-speaking peer educators, or Promotoras. Promotoras conduct educational presentations and perform community outreach activities on behavioral health topics to Spanish-speaking groups/individuals in the community. Promotoras also help Latino community members connect to local resources and access behavioral health services. Staff are trained in Mental Health First Aid, Educate, Equip & Support, La Salud Mental, Anxiety, Stress, Historias del Ir y Venir, SanaMente Resources for Latino Communities, Depression, Alcohol & Other Drugs, Interpreter/Translator Training, El Rotafolio Suicide Prevention Training: safeTALK – Alerta Sobre El Suicidio and Reconozca las Señales – El Suicidio Es Prevenible, Child Abuse & Neglect, Domestic Violence, Sexual Assault, Juvenile Probation, Postpartum Depression, Family Support Principles, Nurturing Parenting, Human Development, Family Management, Asset Based Community Development, The 5 Protective Factors, Case Management, Mandated Reporting, Ages & Stages, the 40 Developmental Assets, Brief Risk Reduction Interview and Intervention Model, HIPAA Compliance, and Cultural Competency.

Performance History:

All proposed processes, activities, objectives, strategies, intended outcomes, and goals are continuously met. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or deficiencies have ever been cited.

Nexus Staff:

Tara Parker – Director of Grants Administration

Lori Halvorson – Programs Director

Emma Swett – Program Manager/Parent Educator

Angela Kessenich-Klobas – Program Coordinator/Parent Educator

Ivonne Isaac – Program Manager/Parent Aide (translator)

Funder:

 ${\bf Amador\ County\ Department\ of\ Social\ Services}-A \\ {\bf ditra\ Miller,\ Program\ Manager}$

10877 Conductor Blvd, Sutter Creek, CA 95685 (209) 223-6210

Project Description:

The CBCAP parent education program provides parenting classes, child care, information & referral, and parent leadership opportunities. Staff are trained in the Nurturing Parenting Program, Ages & Stages, Facilitating Change Talk, Case Management Essentials, Educate, Equip & Support, Brief Risk Reduction Interview and Intervention Model, Motivational Interviewing, Home Visiting, Interpreter/ Translator Training, Mental Health First Aid, and Youth Mental Health First Aid.

Performance History:

All proposed processes, activities, objectives, strategies, intended outcomes, and goals are continuously met. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or deficiencies have ever been cited.

Nexus Staff:

Tara Parker – Director of Grants Administration

Lori Halvorson – Programs Director

Emma Swett – Program Manager/Parenting Educator

Angela Kessenich-Klobas – Program Coordinator/Parent Educator

Ivonne Isaac – Program Manager/Parent Aide (translator)

Wendy Sober, LMFT – Therapeutic Services Manager/Common Ground facilitator

Cheryl Hanson – Associate Marriage and Family Therapist

Nathan Conover – Therapy Trainee

Funder:

Amador County Department of Social Services – Aditra Miller, Program Manager

10877 Conductor Blvd, Sutter Creek, CA 95685 (209) 223-6210

Project Description:

The PSSF parent education/counseling program provides parenting classes, child care, information & referral, and Common Ground counseling and supportive services to facilitate reunification. Staff are trained in the Nurturing Parenting Program, Ages & Stages, Facilitating Change Talk, Case Management Essentials, Educate, Equip & Support, Brief Risk Reduction Interview and Intervention Model, Motivational Interviewing, Home Visiting, Interpreter/Translator Training, Mental Health First Aid, Youth Mental Health First Aid, and Common Ground.

Performance History:

All proposed processes, activities, strategies, intended outcomes, and goals are continuously met. The number of family counseling clients served has fluctuated moderately during the previous program years depending on the number of specific service referrals. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or deficiencies have ever been cited.

Project Title: CAPIT Home Visitation **Duration:** 2015 - present

Nexus Staff:

Tara Parker – Director of Grants Administration

Lori Halvorson – Programs Director

Nadine Magana - Deputy Director of Administration

Emma Swett – Program Manager/Home Visitor

Angela Kessenich-Klobas – Program Coordinator

Kerrie Perkins – Outreach Specialist

Wendy Sober, LMFT – Therapeutic Services Manager/PCIT clinician

Brenna Kantner, LMFT – Therapeutic Services Coordinator/PCIT clinician

Funder:

Amador County Department of Social Services – Aditra Miller, Program Manager 10877 Conductor Blvd, Sutter Creek, CA 95685 (209) 223-6210

Project Description:

The CAPIT home visitation program provides in-home parenting education, family counseling, home visiting intervention, case management, family support assistance, and information and referral services. Staff are trained in the Nurturing Parenting Program, Ages & Stages, Engaging Families: A Relationship-Centered Approach, Facilitating Change Talk, Case Management Essentials, Educate, Equip & Support, Awakening Greatness in Children, Life Skills Training, Prevention, Outreach and Engagement in Rural Communities, Brief Risk Reduction Interview and Intervention Model, Motivational Interviewing, Home Visiting, Interpreter/Translator Training, Mental Health First Aid, Youth Mental Health First Aid, Bridges Out of Poverty, Cultural Competency, HIPAA and Behavioral Health, and Parent-Child Interaction Therapy.

Performance History:

All proposed processes, activities, strategies, intended outcomes, and goals are continuously met. The number of family counseling clients served has fluctuated moderately during the previous program years depending on the number of specific service referrals. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or deficiencies have ever been cited.

Project Title: Medi-Cal Navigator Duration: 2020 - present

Nexus Staff:

Tara Parker – Director of Grants Administration

Lori Halvorson – Programs Director

Ivonne Isaac – Program Manager

Naomi Petersen – Program Coordinator

Gloria Zamora - Outreach Specialist

Funder:

Sierra Health Foundation - Madeline Sabatoni, Program Officer

1321 Garden Highway, Suite 210, Sacramento, CA 95833 (916) 993-7701

Project Description:

The Medi-Cal Navigators identify eligible Medi-Cal beneficiaries, help them enroll in Medi-Cal, and ensure that those enrolled stay on the program. Medi-Cal enrollment and retention services are provided in Amador County and Calaveras County. Staff have participated in the following trainings: Outreach and Engagement in Rural Communities, Behavioral Health Interpreter/Translator Training, Case Management, Family Support Principles, Human Development, Family Management, The 5 Protective Factors, Asset Based Community Development, Cultural Competency, and HIPAA and Behavioral Health.

Performance History:

All proposed processes, activities, objectives, strategies, intended outcomes, and goals are continuously met. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or deficiencies have ever been cited.

Project Title: Asthma Mitigation Project **Duration:** 2021 - present

Nexus Staff:

Tara Parker – Director of Grants Administration

Lori Halvorson – Programs Director

Duration: 2014 - present

Duration: 2014 - present

Ivonne Isaac – Program Manager

Naomi Petersen – Program Coordinator

Gloria Zamora – Outreach Specialist

Funder:

Sierra Health Foundation – Madeline Sabatoni, Program Officer

1321 Garden Highway, Suite 210, Sacramento, CA 95833 (916) 993-7701

Project Description:

The Asthma Mitigation Project provides asthma home visiting services for individuals with poorly controlled asthma and focuses on low income communities and communities of color. Staff help clients recognize signs and symptoms of asthma, learn how to manage triggers and ways to avoid them, educate clients on how to maintain and properly use asthma management equipment and practice asthma prevention methods.

Performance History:

All proposed processes, activities, strategies, and intended outcomes are continuously met. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or deficiencies have ever been cited.

Current Services ~ Therapeutic Services Department

Project Title: Parent-Child Interaction Therapy

Nexus Staff:

Tara Parker – Director of Grants Administration

Lori Halvorson – Programs Director

Wendy Sober, LMFT – Therapeutic Services Manager/PCIT clinician

Brenna Kantner, LMFT – Therapeutic Services Coordinator/PCIT clinician

Funder:

Amador County Behavioral Health - Stephanie Hess, MHSA Programs Coordinator

10877 Conductor Blvd, Sutter Creek, CA 95685 (209) 223-6308

Project Description:

Parent-Child Interaction Therapy is an intensive treatment program that is designed to help both parents and children. PCIT works with parents and children together to improve the quality of the parent-child relationship and to teach parents the skills necessary to manage their child's behavior problems. Staff are licensed therapists.

Performance History:

All proposed processes, activities, strategies, intended outcomes, and goals are continuously met. The number of consumers served has fluctuated moderately during the previous program years depending on the number of service referrals, however has been within 90% to 110% of the program objective. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or deficiencies have ever been cited.

Project Title: Aggression Replacement Training

Nexus Staff:

Tara Parker – Director of Grants Administration

Lori Halvorson – Programs Director

Wendy Sober, LMFT – Therapeutic Services Manager

Brenna Kantner, LMFT – Therapeutic Services Coordinator

Cheryl Hanson – Associate Marriage and Family Therapist

Nathan Conover – Therapy Trainee

James Rogers – Therapy Trainee

Stephen Hartmann – Program Manager

Funder:

Amador County Behavioral Health – Stephanie Hess, MHSA Programs Coordinator 10877 Conductor Blvd, Sutter Creek, CA 95685 (209) 223-6308

Amador County Probation Department Mark Bonini Chief Probation Officer

Amador County Probation Department – Mark Bonini, Chief Probation Officer 675 New York Ranch Rd, Jackson, CA 95642 (209) 223-6387

Project Description:

Aggression Replacement Training is a multimodal therapeutic intervention designed to alter the behavior of chronically aggressive youth. It consists of skill streaming to teach pro-social behavior, anger control to empower youth to modify their own anger responsiveness, and moral reasoning training. ART is offered at junior and high school campuses, and in small groups. Staff are licensed therapists, therapy associates and trainees, and a paraprofessional Program Manager and Youth Advocate who have participated in the *Aggression Replacement Training – a Comprehensive Intervention for Aggressive Youth* training and supplemental ancillary DVD instruction.

Performance History:

All proposed processes, activities, strategies, intended outcomes, and goals are continuously met. The number of consumers served has fluctuated moderately during the previous program years depending on the number of service referrals, however has been within 96% to 140% of the program objective. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or deficiencies have ever been cited.

Project Title: CHAT Child Counseling Services

Duration: 2015 - present

Nexus Staff:

Tara Parker – Director of Grants Administration

Lori Halvorson – Programs Director

Wendy Sober, LMFT – Therapeutic Services Manager/Licensed Therapist

Brenna Kantner, LMFT – Therapeutic Services Coordinator/Licensed Therapist

Cheryl Hanson – Associate Marriage and Family Therapist

James Rogers – Therapy Trainee

Nathan Conover - Therapy Trainee

Funder:

California Governor's Office of Emergency Services – Nakisha Willis, Program Specialist 3650 Schriever Ave, Mather, CA 95655 (916) 845-8276

Project Description:

The CHAT program offers individual therapeutic counseling services to children under 18 years of age who are victims of abuse and/or trauma (to include neglect, sexual, physical or emotional abuse, sexual exploitation, domestic violence, child abduction, children whose lives are victimized by parental chemical substance abuse, and bullying). Additional CHAT services include crisis intervention and stabilization, case management, advocacy, referrals to additional resources including victim services, and help in preparing for and participating in court proceedings. Staff are licensed therapists, therapy associates, and therapy trainees.

Performance History:

All proposed processes, activities, strategies, and intended outcomes are continuously met. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or deficiencies have ever been cited.

Project Title: Supervised Visitation

Duration: 2020 - present

Nexus Staff:

Tara Parker – Director of Grants Administration

Lori Halvorson – Programs Director

Brenna Kantner, LMFT – Therapeutic Services Coordinator/Licensed Therapist

Cheryl Hanson – Associate Marriage and Family Therapist

Nathan Conover – Therapy Trainee

James Rogers – Therapy Trainee

Gina Wise – Supervised Visitation Coach

Funder:

California Governor's Office of Emergency Services – Elizabeth Wilder, Program Specialist 3650 Schriever Ave, Mather, CA 95655 (916) 328-7451

Project Description:

The Supervised Visitation Program provides supervision, coaching, and monitoring of family visits between a child and a non-offending noncustodial party where there is a history or allegations of domestic violence, child abuse or neglect, or sexual abuse. Staff are certified to provide Professional Supervised Visitation and have completed trainings in the following areas: Standards 5.20 and Code of Ethics, Family and Juvenile Law Basics, Safety & Security Procedures, Mandatory Child Abuse Reporting Laws, Child Development and Child Welfare, Domestic Violence, Sexual Abuse, Substance Abuse & Mental Illness, Cultural Sensitivity: Working with Families of Various Backgrounds, Terminating a Visit, Intervention, and Terminating Services, Working with Parents with Special Needs, and Reports to the Court and Documentation.

Performance History:

All proposed processes, activities, strategies, and intended outcomes are continuously met. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or deficiencies have ever been cited.

Project Title: Family Urgent Response System

Duration: 2021 - present

Nexus Staff:

Tara Parker – Director of Grants Administration

Lori Halvorson – Programs Director

Nadine Magana – Deputy Director of Administration

Brenna Kantner, LMFT – Therapeutic Services Coordinator/Licensed Therapist

Cheryl Hanson – Associate Marriage and Family Therapist

Nathan Conover – Therapy Trainee

James Rogers – Therapy Trainee

Stephen Hartmann – Family Intervention Specialist

Hadley Macias – Family Intervention Specialist

Emma Swett – Parent Partner

Katie Rodriguez – Parent Partner

Jennessa Crouse – Youth Advocate

Funder:

Amador County Department of Social Services – Aditra Miller, Program Manager 10877 Conductor Blvd, Sutter Creek, CA 95685 (209) 223-6210

Project Description:

Family Urgent Response System (FURS) staff provide services to decrease the re-traumatization of children and youth in foster care by preventing placement disruptions and preserving the relationship between them and their caregiver, thereby allowing the Resource Family to remain intact and the child victim to heal and thrive in a home and not an institution. Services include information and referral support, trauma-informed phone response, triage services, and mobile in-person teams to provide responsive conflict or crisis intervention, as well as follow up care coordination utilizing the Brief Risk Reduction Intervention Interview Model.

Performance History:

All proposed processes, activities, strategies, and intended outcomes are continuously met. All budget/fiscal and evaluation/reporting guidelines are continuously followed. No findings or deficiencies have ever been cited.

Collaborative Efforts for Proposed Program Services

Nexus staff will work together to integrate and coordinate services and ensure a cohesive delivery of the expanded Student Assistance Program. In order to provide a comprehensive safety net for students and families, additional Nexus staff are also certified to provide the BRRIIM intervention. These staff members currently serve students and families in various capacities including providing parenting classes, home visiting, and foster youth support programs as well as adjunct school-based services. In an effort to strengthen the community-school relationship and nurture a robust collaborative, Nexus will continue to participate on the School Based Mental Health Early Intervention Strategies Workgroup along with Amador County Behavioral Health Services and the Amador County Unified School District. The attached letters of support from the Amador County Unified School District, Community Christian School, Amador Child Care Council, and The Resource Connection demonstrate our established relationships with these integral community partners. In addition, Nexus will continue to work collaboratively with other outside community agencies and programs to ensure comprehensive and effective services for local students and their families, including the following list of partners:

- Amador County Child Protective Services
- Amador County Probation Department
- Amador County Public Health Department
- Amador County Child Abuse Prevention Council
- Operation Care
- First 5 Amador
- Amador County Family Court
- Environmental Alternatives
- The Resource Connection
- Private Child Care Providers
- Court Appointed Special Advocates
- Kene Me-Wu Family Healing Center
- Tribal TANF
- Sierra Wind Wellness & Recovery Center
- Private Counseling Providers
- Private Medical Providers
- Private Dental Providers
- Sutter Amador Hospital
- Valley Mountain Regional Center
- NAMI Amador
- Amador College Connect
- Amador County Youth Council
- Amador Tuolumne Community Action Agency
- Interfaith Food Bank
- Faith Based Organizations
- Amador Transit
- Amador Senior Center
- Amador County Recreation Agency

One of the greatest strengths in Amador County with regard to availability and provision of resources for community members is the existence of a strong collaborative network of agencies.

Nexus staff will continue to participate on the Parent Teacher Association, Amador County Child Abuse Prevention Council, Latino Engagement Committee, Resilient Amador Collaborative (ACES) Steering Committee, Amador County Juvenile Justice Commission, Children and Families Program Committee, Domestic Violence Council, Multi-Disciplinary Team, and the MHSA Steering/Cultural Competency Committee. Nexus will continue to expand partnerships with community agencies and groups in order to share information about the Nexus agency and current

services as well as network with existing student-serving providers to ensure that they have comprehensive knowledge about the Student Assistance Program and can refer students and families for services as soon as a need arises.

Experience and Past Success in Program Start-up

Nexus Youth & Family Services opened its doors in July of 2014. During the past 6 years, it has grown from serving 3,500 community members to over 9,000 annually. Initial start-up programs included mental health outreach and engagement, services for the Hispanic/Latino community, youth empowerment programming, substance abuse prevention activities, and therapeutic services for youth. In addition, Nexus began operating 3 Community Centers located in the outlying areas of Amador County that provide a wide variety of services such as food distributions, 12 step support groups, community computer labs, activities for children, as well as county-wide projects including Back-Pack 2 School and Angel Tree. Today, Nexus services have expanded considerably to include parenting classes and home visiting, child abuse treatment counseling for children, advocacy for child victims of parental chemical substance abuse, mentoring for at-risk youth, supervised visitation monitoring, Medi-Cal application assistance, ATOD prevention services, Independent Living Program services for youth in foster care, as well as Asthma Mitigation, Family Urgent Response System and Court Appointed Special Advocate services. All programs were thoughtfully conceived, successfully launched, and continue to be viable and accessible resources for people living in Amador County.

Cultural Competency

Since cultures attach different meanings to trauma, and responses to trauma vary considerably across cultures, Nexus applies the following culturally responsive principles to ensure culturally-competent services are provided to people participating in services: recognize the importance of culture and respect diversity; maintain a current profile of the cultural composition of the

community; recruit staff and volunteers who are representative of the community we serve; provide ongoing cultural competency training to staff and volunteers; ensure that services are accessible, appropriate, and equitable; recognize the role of help-seeking behaviors, traditions, and natural support systems; involve community leaders and organizations representing diverse cultural groups as "cultural brokers"; ensure that services and information are culturally and linguistically responsive; and continually assess and evaluate our agency's level of cultural responsiveness.

Nexus currently employs 5 Spanish-speaking, bicultural staff who are available to provide translation services for clients, and utilizes a language line service to accommodate additional language needs. In addition, current staff have participated in multiple cultural competency trainings. Topics have included defining culture, resisting assumptions, cultural diversity, the value of diversity, respecting cultural norms, respecting perspectives, stereotyping, identities and labels, the impact of poverty, historic trauma, and self-awareness. Additional modules have included Native American and Hispanic/Latino cultural awareness trainings. Nexus is fully committed to creating and maintaining an environment that supports cultural competence by promoting respect and understanding of diverse cultures, social groups, and individuals. Nexus recognizes the value of racial, ethnic, cultural, and linguistic diversity and strives to provide holistic programming that is culturally and linguistically responsive to the needs of our clients, reduce stigma, and ensure that community members can access the services they need.

Nexus is committed to demonstrating cultural competency through the annual submission of cultural competency policies and proof of cultural competency training for staff.

Location and Facility

Nexus staff will provide Student Assistance Program services at the Nexus offices located in Jackson, California. Student Assistance Program services can also be delivered to students and

their families at the Nexus Family Resource Centers, school campuses, or other appropriate community locations, depending upon the needs of the individuals being served. All Nexus offices are equipped to access a language line to accommodate additional language needs as well as deaf and hard of hearing callers. Our offices and website are ADA compliant. Agency staff implement all health guidelines and recommendations for community services that include individual as well as group contact and interaction.

Agency Management Structure

The management structure of Nexus Youth & Family Services is hierarchical. It consists of a Board of Directors who oversee and directly supervise the Director of Grants Administration. The Programs Director oversees and directly supervises the specific departments within Nexus, each with clear roles and managers. The Nexus Board is responsible for overall agency strategic planning, mission and values, community development, monitoring and strengthening programs and services, and ensuring adequate financial resources. The Director of Grants Administration is responsible for ensuring that grant and funding guidelines are followed and budgets are managed efficiently and appropriately. The Programs Director will be responsible for direct supervision and implementation of the Student Assistance Program. The Programs Director will participate on the School Based Mental Health Early Intervention Strategies Workgroup, conduct staff meetings and trainings, provide staff supervision, coordinate all services within the department, and review program data on a monthly basis to ensure that benchmarks are met and quality services are provided.

Statement of Agreement

The Nexus Director of Grants Administration has reviewed the sample agreement attached as Exhibit A to the RFP and attests by her signature on the transmittal letter that Nexus is not requesting any exceptions or changes.

Project Schedule

1/1/2022 - 3/31/2022

Attend School Based Mental Health Early Intervention Strategies Workgroup meetings; Conduct open hire process for Student Assistance Program Coordinator position; Attend BRRIIM training; Develop program data tracking materials; Conduct key informant interviews with ACUSD, Amador Child Care Council, and The Resource Connection to develop initial list of project stakeholders; Facilitate outreach activities to identified partners and community members; Meet with school and provider partners to provide follow up and support, develop interactive educational workshop topics and discuss referral process; Facilitate one interactive educational workshop for school and partner providers; Implement the BRRIIM with referred students and families; Submit reporting and evaluation data as required.

4/1/2022 - 6/30/2022

Attend School Based Mental Health Early Intervention Strategies Workgroup meetings; Continue key informant interviews with ACUSD, Amador Child Care Council, and The Resource Connection to develop ongoing list of project stakeholders; Facilitate outreach activities to identified partners and community members; Meet with school and provider partners to provide follow up and support, develop interactive educational workshop topics and discuss referral process; Facilitate one interactive educational workshop for school and partner providers; Implement the BRRIIM with referred students and families; Submit reporting and evaluation data as required.

7/1/2022 - 9/30/2022

Attend School Based Mental Health Early Intervention Strategies Workgroup meetings; Facilitate outreach activities to identified partners and community members; Meet with school and provider partners to provide follow up and support, develop interactive educational workshop topics and discuss referral process; Facilitate one interactive educational workshop for school and partner providers; Implement the BRRIIM with referred students and families; Submit reporting and evaluation data as required.

10/1/2022 - 12/31/2022

Attend School Based Mental Health Early Intervention Strategies Workgroup meetings; Facilitate outreach activities to identified partners and community members; Meet with school and provider partners to provide follow up and support, develop interactive educational workshop topics and discuss referral process; Facilitate one interactive educational workshop for school and partner providers; Implement the BRRIIM with referred students and families; Submit reporting and evaluation data as required.

1/1/2023 - 3/31/2023

Attend School Based Mental Health Early Intervention Strategies Workgroup meetings; Facilitate outreach activities to identified partners and community members; Meet with school and provider partners to provide follow up and support, develop interactive educational workshop topics and discuss referral process; Facilitate one interactive educational workshop for school and partner providers; Implement the BRRIIM with referred students and families; Submit reporting and evaluation data as required.

4/1/2023 - 6/30/2023

Attend School Based Mental Health Early Intervention Strategies Workgroup meetings; Facilitate outreach activities to identified partners and community members; Meet with school and provider partners to provide follow up and support, develop interactive educational workshop topics and discuss referral process; Facilitate one interactive educational workshop; Implement the BRRIIM with referred students and families; Submit reporting and evaluation data as required.

7/1/2023 – 6/30/2026 Continue project implementation.

Work Plan

Activity 1	Provide outreach, education, and ongoing support for school
	and community providers in order to increase student access to
	mental health and wellness services.
Location	Nexus offices, school campuses, child care provider locations,
	community partner offices, and other appropriate locations across
	the county
Outputs for Reporting	Creation of program data tracking materials, key informant
	interviews and list of project stakeholders completed, outreach plan
	implemented, bimonthly meetings with school and provider
	partners, quarterly interactive educational workshops offered,
	referral to services process initiated
Measurements	Nexus staff will utilize <i>Apricot Essentials</i> software to track outreach
	activities and referrals for services. Staff will disseminate quarterly
	surveys to school personnel and child care providers to measure
	increase in knowledge of effective student support services as well
	as changes in attitude and behavior. A participant satisfaction
	survey will be used to measure an increase in knowledge regarding
	mental health services and supports for students and families, ensure
	the quality of service delivery, and generate ideas regarding
	program improvement.

Activity 2	Provide the Brief Risk Reduction Interview and Intervention Model (BRRIIM) for referred students and their families.	
Location	Nexus offices, school campuses, and other appropriate locations across the county	
Outputs for Reporting	A minimum of 350 unduplicated individuals will receive Student Assistance Program services annually.	
Measurements	Nexus staff will utilize Participant Tracking Logs, the BRRIIM Readiness to Change Interview, the BRRIIM Participant Survey, and the Three-Month Follow-up Interview forms to determine student and family engagement in the Student Assistance Program, measure effectiveness of program services, and assess long-term outcomes for program participants.	

Activity 3	Implement tracking mechanisms to show outcome data that reflects qualitative and quantitative analysis of the services provided.	
Location	Nexus offices	
Outputs for Reporting	Outreach Tracking forms, Referral Logs, Quarterly Provider Survey, and Workshop Participant Satisfaction Survey to determine partner engagement and outcomes; Participant Tracking Logs, BRRIIM Readiness to Change Interview, BRRIIM Participant Survey, and the Three-Month Follow-up Interview forms completed for each program participant to determine student and family engagement and outcomes	
Measurements	Nexus staff will utilize program data collection tools to show outcomes that can be used to inform service delivery and measure overall program success in supporting school staff and child care providers to refer children and families to needed services and decreasing secondary stress, improving student access to mental health services and supports, increasing student family utilization of community resources, and improving health and wellness outcomes	

Cost Proposal

Student Assistance Program January 1, 2022 – June 30, 2022

Expenses	Narrative	Budget Totals
Salaries/Benefits		
Director of Grants Administration	DGA to provide grant oversight, budget management, program evaluation, and reporting activities @ \$45/hr x 5 hrs/wk x 26 wks (.125 FTE)	\$5,850
Programs Director	Programs Director to provide project oversight, staff supervision, and program data collation @ \$45/hr x 8 hrs/wk x 26 wks (.20 FTE)	
Program Manager	Program Manager to oversee and supervise staff providing SAP services including training, BRRIIM implementation and data collection @ \$25/hr x 15 hrs/wk x 26 wks (.375 FTE)	\$9,750
Program Coordinators	Program Coordinators to provide outreach, education and support, BRRIIM implementation and linkage to therapeutic services @ \$22/hr x 64 hrs/wk x 26 wks (1.6 FTE)	\$36,608
Benefits	% of SUI, ETT, Medi-care, OASDI, and W/Comp	\$9,235
	Total Personnel	\$70,803
Operating Costs		
Office Supplies/ Duplication Costs	Includes office supplies and copying costs @ \$400/mo x 6 months	\$2,400
Program Supplies	Includes program and outreach supplies, training materials, and meeting costs @ \$450/mo x 6 months	\$2,700
Program Technology	Includes desktop computers, printers and Microsoft Office software for SAP staff	\$3,600
Office Furniture	Includes desks, shelves, file cabinets and office chairs or SAP staff	\$2,500
Space Costs	Includes rent, utilities, maintenance, communications, household supplies, and facility costs to implement SAP services @ \$600 x 6 months	
Liability Insurance	Includes liability insurance @ \$333/mo x 6 months	\$1,998
Staff Travel	Includes staff mileage and agency vehicle costs to implement SAP services @ .56/mile x 413 miles x 6 months	\$1,388
Staff Training	Includes SAP professional development training costs for staff @ \$1,920	\$1,920
	Total Non-Personnel	\$20,106
Agency Administrative Costs	Agency administrative costs @ 10%	\$9,091
	TOTAL BUDGET	\$100,000

This budget shall not exceed one hundred thousand dollars (\$100,000) for fiscal year 2021-2022.

This is a six-month budget estimate which will be re-evaluated at the end of the program year for the grant cycle beginning January 1, 2022 through June 30, 2022.

Cost Proposal

Student Assistance Program July 1, 2022 – June 30, 2023

Expenses	Narrative	Budget Totals
Salaries/Benefits		
Director of Grants Administration	DGA to provide grant oversight, budget management, program evaluation, and reporting activities @ \$45/hr x 2 hrs/wk x 52 wks (.05 FTE)	\$4,680
Programs Director	Programs Director to provide project oversight, staff supervision, and program data collation @ \$45/hr x 2 hrs/wk x 52 wks (.05 FTE)	\$4,680
Program Manager	Program Manager to oversee and supervise staff providing SAP services including training, BRRIIM implementation and data collection@ \$25/hr x 7 hrs/wk x 52 wks (.175 FTE)	\$9,100
Program Coordinator	Program Coordinators to provide outreach, education and support, BRRIIM implementation and linkage to therapeutic services @ \$22/hr x 40 hrs/wk x 52 wks (1.0 FTE)	\$45,760
Benefits	% of SUI, ETT, Medi-care, OASDI, and W/Comp	\$9,635
	Total Personnel	\$73,855
Operating Costs		
Office Supplies/ Duplication Costs	Includes office supplies and copying costs @ \$200/mo x 12 months	\$2,400
Program Supplies	Includes program and outreach supplies, training materials, and meeting costs @ \$250/mo x 12 months	\$3,000
Space Costs	Includes rent, utilities, maintenance, communications, household supplies, and facility costs to implement SAP services @ \$500 x 12 months	\$6,000
Liability Insurance	Includes liability insurance @ \$333/mo x 12 months	\$3,996
Staff Travel	Includes staff mileage and agency vehicle costs to implement SAP services @ .56/mile x 150 miles x 12 months	\$1,008
Staff Training	Includes SAP professional development trainings for staff @ \$650	\$650
	Total Non-Personnel	\$17,054
Agency Administrative Costs	Agency administrative costs @ 10%	\$9,091
	TOTAL BUDGET	\$100,000

This budget shall not exceed one hundred thousand dollars (\$100,000) for fiscal year 2022-2023.

This is a one-year budget estimate which will be re-evaluated at the end of each program year for the grant cycle beginning July 1, 2022 through June 30, 2026.

Compensation

Nexus will submit monthly invoices for Student Assistance Program services according to the established fee schedule. The attached budget itemizes costs for proposed personnel, operating, and administrative activities.

Annual proposed Student Assistance Program personnel costs (salaries and benefits) are calculated as follows:

- The Director of Grants Administration will provide grant oversight, budget management, program evaluation, and reporting activities at \$45/hour x 2 hours per week x 52 weeks = \$4,680 (.05 FTE).
- The Programs Director will provide project oversight, staff supervision, and program data collation at \$45/hour x 2 hours per week x 52 weeks = \$4,680 (.050 FTE).
- The Program Manager will oversee and supervise staff providing SAP services including training, BRRIIM implementation and data collection @ \$25/hour x 7 hours per week x 52 weeks = \$9,100 (.175 FTE).
- The Program Coordinators will provide outreach, education and support, BRRIIM implementation and linkage to therapeutic support @ \$22/hour x 40 hours per week x 52 weeks = \$45,760 (1.0 FTE).
- Benefit costs include % of SUI, ETT, Medi-care, OASDI, and W/Comp.

Annual proposed Student Assistance Program operating costs are calculated as follows:

- Office supplies and duplication costs are calculated at \$200 per month.
- Program supplies including outreach supplies, training materials, and meeting costs are calculated at \$250 per month.
- Space costs including rent, utilities, maintenance, communications, household supplies, and facility costs to implement SAP services are calculated at \$500 per month.
- Liability insurance is calculated at \$333 per month.
- Staff travel costs are calculated at .56 per mile.
- Staff continuing education training is calculated at a total cost of \$650.

Annual proposed Student Assistance Program agency administrative costs are calculated as

follows:

• Agency administrative costs are calculated at 10%.

Compensation

Nexus will submit monthly invoices for Student Assistance Program services according to the established fee schedule. The attached budget itemizes costs for proposed personnel, operating, and administrative activities.

Annual proposed Student Assistance Program personnel costs (salaries and benefits) are calculated as follows:

- The Director of Grants Administration will provide grant oversight, budget management, program evaluation, and reporting activities at \$45/hour x 5 hours per week x 26 weeks = \$5,850 (.125 FTE).
- The Programs Director will provide project oversight, staff supervision, and program data collation at \$45/hour x 8 hours per week x 26 weeks = \$9,360 (.20 FTE).
- The Program Manager will oversee and supervise staff providing SAP services including training, BRRIIM implementation and data collection @ \$25/hour x 15 hours per week x 26 weeks = \$9,750 (.375 FTE).
- The Program Coordinators will provide outreach, education and support, BRRIIM implementation and linkage to therapeutic services @ \$22/hour x 64 hours per week x 26 weeks = \$36,608 (1.6 FTE).
- Benefit costs include % of SUI, ETT, Medi-care, OASDI, and W/Comp.

Annual proposed Student Assistance Program operating costs are calculated as follows:

- Office supplies and duplication costs are calculated at \$400 per month.
- Program supplies including outreach supplies, training materials, and meeting costs are calculated at \$450 per month.
- Program technology includes desktop computers, printers and Microsoft Office software.
- Office furniture includes desks, shelves, file cabinets and office chairs.
- Space costs including rent, utilities, maintenance, communications, household supplies, and facility costs to implement SAP services are calculated at \$600 per month.
- Liability insurance is calculated at \$333 per month.
- Staff travel costs are calculated at .56 per mile.
- Staff continuing education training is calculated at a total cost of \$1,920.

Annual proposed Student Assistance Program agency administrative costs are calculated as follows:

• Agency administrative costs are calculated at 10%.

PROFESSIONAL SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of , 20 by and between the COUNTY OF AMADOR, a political subdivision of the State of California (the "County") and Nexus Youth & Family Services, a California (Corporation, Sole Proprietor, etc.) (the "Contractor").

RECITALS

- A. County desires to engage professional assistance to provide the hereinafter set forth special services.
- B. Contractor is in the business of providing services similar to those set forth in this Agreement.
- C. County desires to engage Contractor, and Contractor desires to be hired by County, to perform the work described below, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the performance of the covenants herein contained, the parties agree as follows:

1. <u>SERVICES TO BE RENDERED BY CONTRACTOR.</u>

- 1.1 Upon request from County, Contractor will provide all equipment, supplies and personnel to perform professional services for Amador County Department (the "Work"). The Work is more particularly described on **Attachment A** attached and incorporated by this reference. Contractor shall comply with all applicable Federal, State and local laws relating to Contractor's performance of this Agreement.
- 1.2 Contractor shall perform the Work in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. If County determines that any of the Work is not performed in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the Work and resolve matters of concern; (b) require Contractor to repeat any substandard Work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to section 4 below; or (d) pursue any and all other remedies at law or in equity.
- 1.3 Contractor is authorized to proceed immediately following full execution of this Agreement and delivery and approval of required insurance documents as required by Section 11. Performance of the Work shall be completed within the time required herein or prescribed for an individual task by County; provided, however, that if performance is delayed by earthquake, flood, high water or other act of God, or by strike, lockout, or similar labor disturbances, the time for Contractor's

- performance of this Agreement shall be extended by the number of days equal to the number of days of delay.
- 1.4 Contractor shall complete each project assigned by County in accordance with an agreed-upon schedule.
- 2. <u>SERVICES TO BE RENDERED BY COUNTY.</u> County agrees to make available to Contractor all existing documents and information applicable to any assigned project constituting the Work.
- 3. <u>CHANGES IN SCOPE OF SERVICES.</u> Only the Amador County Board of Supervisors has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Contractor's or County's duties set forth herein. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Supervisors. Contractor acknowledges that no County staff person or County officer other than the Board of Supervisors has the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Supervisors shall be null and void.
- 4. <u>TERM; TERMINATION OF AGREEMENT.</u> This Agreement shall commence on the date of execution by County and shall terminate upon the earlier of the successful completion of the Work or (day[s], year[s], etc.) following the date of execution, unless extended in writing by mutual agreement of the parties. County reserves the right to terminate this Agreement with or without cause on (XX days) written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

The County may immediately terminate this Agreement upon written notice to Contractor in the event Contractor, or any or its employees or subcontractors, fails to provide, in any manner, the services required under this Agreement or otherwise fails to comply with the terms of this Agreement.

5. COMPENSATION TO CONTRACTOR.

- 5.1 Contractor shall submit (weekly, monthly, etc.) invoices in arrears indicating for each item of the Work performed, hours of work expended (in quarter-hour increments), hourly rate or rates of persons performing the task, and copies of receipts for reimbursable materials or expenses. Compensation to Contractor shall be paid on a (lump sum, time-and-materials, etc.) basis, with a cost-not-to-exceed limit of \$XXXXX, in accordance with the fee schedule and list of reimbursable expenses set forth on **Attachment B** attached and incorporated by this reference.
- 5.2 County shall make payment to Contractor within 30 days of the invoice for payment, based upon the services described on the invoice and in an amount

- properly allowed by the County.
- 5.3 Contractor shall provide a completed W-9 to the Auditor's Office. No payments shall be issued prior to submission of this form.
- In the event Contractor claims or received payment from County for a service for which reimbursement is later disallowed by County, state or federal agencies, Contractor shall promptly refund the disallowed amount to County upon request or, at County's option, County may offset the amount disallowed from any payment that is due or becomes due to Contractor under this Agreement or any other agreement.

6. SUPERVISION OF THE WORK.

- 6.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.
- 6.2 Contractor shall assign only competent personnel to perform any portion of the Work. If at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform the Work, Contractor shall remove such person or persons immediately upon receiving written notice from County. If any person is identified in this Agreement (or any attachment hereto), Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- 6.3 Contractor shall be responsible to County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.
- A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor shall not subcontract any portion of the Work unless pre-approved in writing by County. Contractor agrees that it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and County.
- 6.5 Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of

the obligations and responsibilities that the Contractor assumes toward County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.

- 7. <u>CONFERENCES</u>, <u>VISITS TO SITE</u>, <u>INSPECTION OF WORK</u>. In the event it should become necessary for the State or County to hold any conference or visit the site of a project, as a part of any such conference, Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of Contractor, upon request of County, to attend any such conference or visit to the site as a part thereof.
- 8. <u>ASSIGNMENTS.</u> Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
- 9. <u>CONTRACTOR NOT EMPLOYEE OF COUNTY.</u> It is understood that Contractor is not acting hereunder as an employee of County, but solely as an independent Contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
- 10. <u>LICENSES, PERMITS, ETC.</u> Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform the Work. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license, permits, and approvals that are legally required for Contractor or its principals to practice its profession and perform the Work. Contractor further represents and warrants to County that any Subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the Subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.
- 11. INSURANCE. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Within **five** (5) business days of award of the Bid to Contractor, Contractor shall furnish to County satisfactory proof that Contractor has the following insurance:
 - 11.1 Minimum Scope and Limit of Insurance: Coverage shall be at least as broad as:
 - 11.1.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal &

advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

- 11.1.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 11.1.3 Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - (If Contractor has no employees a Certificate of Exemption from Worker's Compensation Laws must be completed using the County's form and submitted with all other insurance documents).
- 11.1.4 Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

Broader Coverage/Higher Limits: If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

11.2 The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 11.2.1 Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- 11.2.2 <u>Primary Coverage:</u> For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not

contribute with it.

- 11.2.3 <u>Notice of Cancellation:</u> Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.
- 11.2.4 <u>Waiver of Subrogation</u>: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- 11.3 <u>Self-Insured Retentions:</u> Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
- 11.4 Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- 11.5 <u>Claims Made Policies:</u> If any of the required policies provide coverage on a claims-made basis:
 - 11.5.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - 11.5.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - 11.5.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 11.6 <u>Verification of Coverage:</u> Contractor shall furnish the County with Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. *Certificates and endorsements shall refer to*

the Project or Work. Certificates of Insurance shall list the Certificate Holder as: County of Amador, Attn: (Department, Title, and Address of Contract Administrator). Contractor shall provide all insurance documentation to the Contract Administrator.

- 11.7 <u>Subcontractors:</u> Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.
- 11.8 <u>Special Risks or Circumstances:</u> County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 12. <u>OWNERSHIP OF DOCUMENTS.</u> Upon completion or termination of this Agreement, County shall be entitled to ownership and immediate possession of, and Contractor shall furnish, on request, all computations, plans, correspondence, manuals, warranties, and other pertinent data gathered or computed by Contractor for the Work prior to termination. Contractor may retain copies of such original documents for Contractor's files.
- 13. INDEMNIFICATION. Contractor agrees to indemnify, defend (upon request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any negligent error, act or omission of Contractor or Contractor's officers, agents, employees, independent Contractors, subcontractors, or authorized representatives, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity. Contractor's indemnity obligations shall not be limited by the amount of insurance provided.
- 14. <u>PUBLIC RECORDS ACT DISCLOSURE.</u> Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may be those documents or other information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade

- secret including, without limitation, those records so marked if disclosure is deemed by County to be required by law or by court order.
- 15. <u>RESPONSIBILITY FOR ERRORS.</u> Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the County, regarding any services rendered under this Agreement at no additional cost to the County. In the event an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to County, provide all necessary design drawings, estimates, and other professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting with regard to the correction.
- 16. NON-DISCRIMINATION. Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).
- 17. <u>CONFLICT OF INTEREST.</u> Contractor warrants and represents that it presently has no interest and covenants that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of the Work. Contractor further agrees that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

18. ALCOHOL-FREE AND DRUG-FREE WORK PLACE POLICY.

- 18.1 That while performing any services pursuant to the Contract, being present on any County property, or using any County equipment, the Contractor, its employees, sub-contractors and agents (1) Shall not be in any way be impaired because of being under the influence of alcohol or a drug; (2) Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug; and (3) Shall not sell, offer, or provide alcohol or an illegal drug to another person.
- 18.2 If Contractor, or any employees, sub-contractors violate any of the above provisions, the County may terminate the Contract immediately.
- 19. <u>NOTICES.</u> All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Contractor: Nexus Youth & Family Services

601 Court St, Suite 210 Jackson, CA 95642

To County: Behavioral Health Department

10877 Conductor Blvd Sutter Creek, CA 95685

With a copy to: Office of the County Counsel

810 Court Street Jackson, CA 95642

The address to which notice shall or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party or the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

- 20. <u>CONTRACT EXECUTION.</u> Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
- 21. <u>CONSTRUED PURSUANT TO CALIFORNIA LAW; VENUE.</u> The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in Amador County, California.
- 22. <u>INCORPORATION OF AGREEMENTS AND AMENDMENTS.</u> This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective, unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
- 23. <u>SEVERABILITY</u>. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
- 24. <u>TIME OF ESSENCE.</u> Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
- 25. <u>RETENTION OF RECORDS.</u> Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF AMADOR	CONTRACTOR: Nexus Youth & Family Services
BY:	BY:
Chairman, Board of Supervisors	Name:
	Title:
	Federal I.D. No.:
APPROVED AS TO FORM: GREGORY GILLOTT, AMADOR COUNTY COUNSEL	ATTEST: JENNIFER BURNS, CLERK OF THE BOARD OF SUPERVISORS
RY·	RY·

ATTACHMENT A – SCOPE OF WORK

(Provide a summary of the work to be provided here)

- 1. Includes all services specified in the County of Amador RFP Number XX-XX (Title of RFP here) and;
- 2. Contractor's response to RFP XX-XX dated XXXX XX, 201X attached herein and;
- 3. Revised Statement of Work Dated XXXX XX, 201X and; (If Applicable)
- 4. Revised Cost Proposal Dated XXXX XX, 201X and; (If Applicable)
- 5. This Agreement

These documents are hereby made a part of and incorporated herein by reference into this contract.

ATTACHMENT B – COMPENSATION

Total compensation to Contractor will be made monthly on a time-and-materials basis (or task related basis) with cost-not-to-exceed XX Dollars and No Cents (\$0.00) in accordance with Cost Proposal dated XXXX XX, 20XX submitted by (Contractor's name here) – see attached.

The Cost Proposal and Fee Schedule attached hereto, constitute the full and complete understanding and agreement of the parties with respect to the Services to be provided by Contractor (Place Firm and/or Individual Name Here); and they supersede any prior or contemporaneous understanding or agreement, whether written, oral or communicated in any other type of medium, between the parties relating thereto. No amendment or modification of any provision of this Agreement shall be binding unless made in writing and signed by the parties hereto.

The California Constitution requires that any County contract that extends beyond the current fiscal year must be subject to future appropriations.

ADDITIONAL WORK

When the County requests additional work to be performed Contractor shall provide monthly invoices which will include an itemization of expenses for which reimbursement is being requested for. The invoice shall include for each item of the Work performed, hours of work expended (in quarter-hour increments), a detail of work performed, hourly rate or rates of persons performing the task, and copies of receipts for reimbursable materials or expenses.

HOURLY LABOR RATES

Job Class \$XXX.00/hourJob Class \$XXX.00/hour

EXPENSES AND SUBCONTRACTORS

Reimbursement for owned automobiles used in connection with the Work will be at the rate of .54 cents per mile. Reimbursement for direct outside expenses (such as maps, photographs, reproductions, etc.) will be at cost.

Reimbursement for subcontractor expenses will be at cost.

These documents are hereby made a part of and incorporated herein by reference into this contract.

Board of Supervisors Agenda Item Report

Submitting Department: Airport Meeting Date: December 28, 2021

SUBJECT

Airport - Airport Rescue Grant Offer

Recommendation:

Authorize the Board Chairman to sign the grant offer in the amount of \$32,000.00 as presented to the County by the FAA.

4/5 vote required:

Yes

Distribution Instructions:

Jon Hopkins - GSA, David Sheppard - Airport

ATTACHMENTS

- JAQ-WPG-3-06-0111-026-2022-Grant Agreement (1).pdf
- Grant Offer Memo 12.21.21.pdf



Airports Division Western-Pacific Region California FAA SFO ADO 1000 Marina Boulevard Suite 115 Brisbane, CA 94005

Airport Rescue Grant Transmittal Letter

December 20, 2021

Mr. Jon Hopkins GSA Director County of Amador 12200-B Airport Road Jackson, CA 95642

Dear Mr. Hopkins:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-06-0111-026-2022 for Westover Field Amador County Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **December 31, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi elnvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the <u>Airport Rescue Grants Frequently Asked Questions</u> for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, Federal Financial Report
- A signed closeout report (a sample report is available <u>here</u>).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

AMY LEANDRA LEANDRA CHOI CHOI

Digitally signed by AMY Date: 2021.12.21 13:35:17 -08'00'

For

Laurie J. Suttmeier

Manager



AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date December 20, 2021

Airport/Planning Area Westover Field Amador County Airport

Airport Rescue Grant No. 3-06-0111-026-2022

Unique Entity Identifier 081269789

TO: County of Amador

(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated June 28, 2021, for a grant of Federal funds at or associated with the Westover Field Amador County Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Westover Field Amador County Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Westover Field Amador County incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. <u>Maximum Obligation</u>. The maximum obligation of the United States payable under this Offer is \$32,000, allocated as follows:

\$32,000 ARPA KW2022

- 2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 - 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 - 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 - For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR §
 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the
 budget period.
 - Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 - c. Close out and Termination.

- 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
- 2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
- 3. <u>Unallowable Costs</u>. The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
- Indirect Costs Sponsor. The Sponsor may charge indirect costs under this award by applying the
 indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for
 Sponsor direct salaries and wages only.
- 5. Final Federal Share of Costs. The United States' share of allowable Grant costs is 100%.
- 6. Completing the Grant without Delay and in Conformance with Requirements. The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
- 7. <u>Amendments or Withdrawals before Grant Acceptance</u>. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 8. Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before December 31, 2021, or such subsequent date as may be prescribed in writing by the FAA.
- 9. Improper Use of Federal Funds. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
- 10. <u>United States Not Liable for Damage or Injury</u>. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue

Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.
- 12. <u>Electronic Grant Payment(s)</u>. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi elnvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. <u>Air and Water Quality</u>. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.
- 14. <u>Financial Reporting and Payment Requirements</u>. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 15. <u>Buy American</u>. Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

- 17. <u>Suspension or Debarment</u>. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

- 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity
 - 1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either
 - A. Associated with performance under this Airport Rescue Grant; or

- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. An authorized official of the Department of Justice or other law enforcement agency.
 - 3. Submission of Complaint A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

- 5. Required Actions of the Inspector General Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- 6. Assumption of Rights to Civil Remedy Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
- 21. <u>Limitations</u>. Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
- 22. Face Coverings Policy. The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

- 1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
- 2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
- 3. <u>Low Emission Systems</u>. The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

- 4. <u>Utilities Proration</u>. For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
- 5. <u>Utility Relocation in Grant</u>. The Sponsor understands and agrees that:
 - The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated	
	UNITED STATES OF AMERICA FEDERAL AVIATION ADMINISTRATION
	AMY LEANDRA CHOI Digitally signed by AMY LEANDRA CHOI Date: 2021.12.21 13:40:04 -08'00'
	(Signature)
	For Laurie J. Suttmeier
	(Typed Name)
	Manager
	(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true a	and correct. ¹
Dated	
	County of Amador
	(Name of Sponsor)
	(Signature of Sponsor's Designative Official/Representative)
Ву:	
	(Type Name of Sponsor's Designative Official/Representative)
Titl	e:
	(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I,, acting as Attorney for the Sponsor do hereby certify:
That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of <u>California</u> . Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.
Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.
Dated at
By: (Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

- These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- 2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act 29 U.S.C. 201, et. seg.
- d. Hatch Act 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 Section 106 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 Section 102(a) 42 U.S.C. 4012a.
- I. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 42 U.S.C. 6101, et. seq.

- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 Equal Employment Opportunity
- b. Executive Order 11990 Protection of Wetlands
- c. Executive Order 11998 Flood Plain Management
- d. Executive Order 12372 Intergovernmental Review of Federal Programs
- e. Executive Order 12699 Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 Environmental Justice
- g. Executive Order 14005 Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4}
- c. 2 CFR Part 1200 Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹

- h. 29 CFR Part 5 Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- 41 CFR Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 New restrictions on lobbying.
- k. 49 CFR Part 21 Nondiscrimination in Federally-assisted programs of the Department of Transportation effectuation of Title VI of the Civil Rights Act of 1964.
- I. 49 CFR Part 23 Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

- 1. Operating the airport's aeronautical facilities whenever required;
- 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary
 may reasonably request and make such reports available to the public; make available to the
 public at reasonable times and places a report of the airport budget in a format prescribed by
 the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

- 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The <u>County of Amador</u>, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
- 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, subgrantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of June 28, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micropurchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at http://www.faa.gov/airports/resources/advisory circulars and http://www.faa.gov/regulations policies/advisory circulars

Amador County Airport

LOCATION: 12380 Airport Road, Jackson, CA 95642 Mail: 12200-B Airport Road, Jackson, CA 95642

Phone: (209) 223-2376 **Fax** (209) 223-0749 **E-mail:** DSheppard@amadorgov.org



SUMMARY MEMORANDUM

TO: Board of Supervisors

FROM: David Sheppard, Airport Manager

DATE: December 21, 2021

SUBJECT: Airport Rescue Grant Program

Background: The County over the years has received twenty-five (25) Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grants for construction and planning. These grants typically pay ninety percent (90%) of a project. Recently, In May of this year Amador County submitted an application for an Airport Rescue Grant. On Tuesday, December 21, 2021, Amador County received a Grant Offer from the FAA for the Airport Rescue Grant (attached) in the amount of \$32,000.00. This grant will be a one-hundred percent (100%) funded grant with no matching funds required from the County. This grant can be used for any Airport related expenditures allowed by the FAA's Policy and Procedures concerning the use of Airport Revenue (Revenue-Use Policy). These expenses include payroll, utilities, service contracts and items generally having a limited useful life, including personal protective equipment and cleaning supplies.

As with all Federal grants, there are requirements and assurances that accompany each grant. The Airport Rescue Grant will require the County to comply with 2 CFR part 200 which has been the standard requirement for FAA AIP grants since December 26, 2014. Also required will be Exclusive Rights Prohibitions (FAA AIP Grant Assurance #23), Title VI, Civil Rights Act of 1964 (also a FAA AIP grant assurance). The current grant has two special conditions (both of these conditions are listed on pages 9 & 10 of the grant offer):

- 1. CONDITIONS FOR EQUIPMENT: The Airport does not have plans to purchase new equipment at this time.
- 2. CONDITIONS FOR UTILITIES AND LAND: For the past two grants I have used Electrical and Gas bills (PG&E) for reimbursements. I will follow the requirements of this grant when using utility bill for reimbursements.

Subject or Key Issue: Acceptance of a FAA Airport Rescue Grant in the amount of \$32,000.00.

Analysis: Current fuel sales remain lower than the sales levels prior to 2020. This grant will assist the Airport Budget with operating expenses and future grant obligations for Capital Improvements.

Alternatives: The County could decide not to accept this grant as offered.

Fiscal or Staffing Impacts: The additional money provided by the FAA grant could assist the Airport with meeting its financial obligations on future FAA Capital Improvement grants and keep staff available for emergencies and regular operations.

4/5ths vote: Yes

Recommendation(s): Authorize the Board Chairman to sign the grant offer in the amount of \$32,000.00 as presented to the County by the FAA.

Cc: Chuck Iley, CAO

Jon Hopkins, GSA Director

file