CALAVERAS COUNTY BOARD OF SUPERVISORS

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CLERK OF THE BOARD

891 MOUNTAIN RANCH ROAD
SAN ANDREAS, CA 95249
TEL:(209)754-6370

September 08, 2026

REGULAR MEETING

CALAVERAS COUNTY BOARD OF SUPERVISORS
IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY
CALAVERAS COUNTY AIR POLLUTION CONTROL DISTRICT
COMMUNITY SERVICE AREA #1, #2, #4, #8 AND #12 BOARDS

This meeting will be held in the **Board of Supervisors Chambers** 891 Mountain Ranch Road, San Andreas, CA 95249.

This Board of Supervisors meeting is open to the public. Alternatively, members of the public may observe the meeting remotely via Zoom, and may comment via Zoom, using the instructions below. Members of the public may provide general public comment, request that items be removed from the consent agenda for discussion, and make public comment on agenda items via Zoom.

To join the meeting virtually, use the Zoom link listed under Call to Order on the next page. In the event a Zoom connection disruption, the Board will respond in accordance with its Remote Access Disruption Policy.

If you wish to watch the meeting, but not comment, the meeting video is also available for viewing only on YouTube: https://www.youtube.com/@CalaverasCountyClerk/streams.

As an alternative to commenting in person or via Zoom, you can make a public comment by e-mailing the Clerk of the Board, bosclerk@calaverascounty.gov, no later than 4:00 pm on the day before the Board meeting. Please clearly indicate which agenda item number your comment pertains to, or if it is a general public comment. Comments are limited to 300 words or fewer. Written comments submitted in accordance with these guidelines will be included in the meeting minutes and will be forwarded to the Board prior to the meeting.

In Compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this meeting, please contact the Clerk to the Board of Supervisors at (209)754-6370 at least 48 hours prior to the start of the meeting. Notification in advance will allow reasonable arrangements to be made to ensure accessibility to this meeting. Government Code §54954.2(a).

8:00 AM Call to Order

To view or give public comment virtually, register in advance:
https://us02web.zoom.us/webinar/register/WN_hpyZodmwTOmcGPrTwQQHHw

Once registered you will receive a confirmation email containing information about joining the meeting. Upon joining the meeting, your audio will be muted. During the public comment periods, you will be asked to raise your hand via Zoom if you want to comment. You may speak for up to three minutes.

Closed Session

1. **Pursuant to Govt. Code § 54957.6, conference with County-designated labor negotiators Teresa Hitchcock, Judy Hawkins, and Che Johnson regarding the following employee organizations: Calaveras County Public Safety Employees Association (CCPSEA); Deputy Sheriffs' Association (DSA); Service Employees International Union (SEIU) Local 1021; Sheriff's Management Unit (SMU).**

9:00 AM Pledge of Allegiance

Staff Announcements

This is a time for County staff to provide updates of upcoming County events that may be of interest to the public.

Recognition & Acknowledgements

2. **Proclamation 2026-0475, Behavioral Health Services**
   Adopt a Proclamation declaring September as Suicide Prevention Awareness Month in Calaveras County.

   Attachments
   1. Staff Memo_SuicidePrevention.docx
   2. Proclamation_SuicidePrevention.docx

3. **Proclamation 2026-0420, Behavioral Health Services**
   Adopt a proclamation declaring September as "Recovery Happens" Month in Calaveras County.

   Attachments
   1. Staff Memo_RecoveryHappens.docx
   2. Proclamation_Recovery Happens .docx

4. **Proclamation 2026-0479, Clerk of the Board**
   Adopt a proclamation recognizing and expressing sincere appreciation to the American Red Cross and the numerous volunteers who provided assistance and support to residents of Calaveras County during the Gann Fire, August 3-12, 2026.

   Attachments

1. Staff Memo_Gann Fire Volunteers Proclamation.docx
2. Proclamation_Gann Fire Volunteers .docx

General Public Comment - 30 Minutes

Any item of interest to the public that is within the subject matter jurisdiction of the Board and is not posted on the Consent or Regular agendas may be addressed during the Public Comment period. California law prohibits the Board from taking action on any matter which is not posted on the agenda unless it is determined to be an emergency by the Board of Supervisors. If Public Comment is completed before the 30 minute allotted time period, the Board may immediately move to the next order of business. If Public Comment is not completed during the allotted time period, it will be continued as the last item of business in order to provide an opportunity for the remainder of comments to be heard.

Consent Agenda

Consent agenda items are expected to be routine and non-controversial. They will be acted upon by the Board at one time without discussion. Any board member, staff member, or interested party may request the removal of an item from the consent agenda for later discussion.

5. **Agreement 2026-0439, Administration**

   1) Award Request for Proposals (RFP) No. 25-1040-30-909 for Construction Management Services for the Calaveras County Animal Services Facility Project to Interwest Consulting Group, Inc; 2) Authorize the Board Chair to execute Professional Services Agreement No. 1040-2604 with Interwest Consulting Group, Inc. in an amount not to exceed $690,300 for the term of September 8, 2026, through June 17, 2029; and 3) Authorize the County Executive Officer, or designee, to execute amendments to the Agreement, if any, so long as the amendments do not increase the not-to-exceed amount.

   Attachments

   1. Staff Memo_Interwest.docx
   2. Agreement_Interwest.pdf

6. **Ordinance 2026-0468, Administration**

   1) Adopt an ordinance rescinding Chapter 20.10 of the County Code; 2) Authorize summary publication; and (3) Find exempt from CEQA.

   Attachments

   1. Staff Memo_Ch20.10.docx
   2. ORDINANCE CHAPTER 20.DOCX
   3. Summary Publication.docx
   4. Legal Notice_Ch 20.10.pdf

7. **Agreement 2026-0481, Administration**

   Authorize the Board Chair to execute Amendment 03 to the Professional Services Agreement with 19six Architects for architectural and engineering services for the new Behavioral Health Building, increasing the not-to-exceed amount by $29,750, from $1,404,680 to $1,434,430, for additional services not anticipated or included within the original scope of work.

Attachments

1. Staff Memo_Behavioral Health Building.docx
2. Amendment 03__Behavioral Health Building.pdf
3. Amendment 02__Behavioral Health Building.pdf
4. Amendment 01__Behavorial Health Building.pdf
5. Original Agreement__Behavioral Health Building.pdf

8. **Agreement 2026-0482, Administration**
Authorize the County Executive Officer to enter into a Community Benefits Agreement with Double Springs Energy Storage, LLC pursuant to Condition I-2 of their Conditional Use Permit.

Attachments

1. Staff Memo_CommunityBenefits-DoubleSprings .docx
2. Agreement_CommunityBenefits-DoubleSprings.pdf
3. PC Resolution.pdf

9. **Resolution 2026-0453, Auditor**
Adopt a Resolution Establishing Ad Valorem Property Tax Rates for Tax Year 2026-27.

Attachments

1. Staff Memo_AdValoremPropertyTax.docx
2. RESOLUTION.DOCX
3. Attachment A_Bond Rate Prior Year Comparison.pdf
4. Attachment B_School District Verification.pdf

10. **Agreement 2026-0476, Behavioral Health Services**
Authorize the Board Chair to sign Amendment 01 to Agreement #1062-2529 with Orbit Health, for as-needed telehealth psychiatric services, increasing the not-to-exceed amount by $50,000 for a new total not-to-exceed amount of $170,000 and extending the term through October 31, 2026.

Attachments

1. Staff Memo_ Orbit Health.docx
2. Amendment 01_OrbitHealth.pdf
3. Original Agreement_OrbitHealth.pdf

11. **Agreement 2026-0466, Code Compliance**
1) Approve an agreement between Calaveras County and the Calaveras County Abandoned Vehicle Abatement Authority to release funds to the County for the purpose of contracting with Sam Berri Towing to tow AVA-qualified abandoned vehicles in an amount not to exceed $80,000 for the term of July 1, 2026, through June 30, 2028; and 2) Authorize the Board Chair to execute the vendor contract.

Attachments

1. Staff Memo_AVA.docx

2. Agreement_AVA.pdf

12. **Ordinance 2026-0474, County Recorder**
(1) Adopt an Ordinance amending County Code Chapter 2.06 regarding assessor's parcel number requirements on documents presented for recordation; and (2) Authorize summary publication.

Attachments
1. STAFF MEMO_Ch2.06.docx
2. ORDINANCE_FINAL ADOPTION.DOCX
3. Legal Notice_Ch2.06.pdf
4. Summary Publication .docx

13. **Action Item 2026-0400, District Attorney**
1) Approve the purchase of a new 4WD Pickup Truck (Vehicle) for the District Attorney's Victim Services division, not to exceed $58,000, which shall be funded by the Victim/Witness Assistance Program Grant; 2) Authorize the District Attorney to execute all documents reasonably necessary to complete the purchase of the Vehicle; 3) Increase budgeted expenses and revenues in org key 10100210 by $58,000; and 4) Add the Vehicle to the Capital Asset list for the District Attorney's Office. Requires a 4/5 vote.

Attachments
1. Staff Memo_VitctimWitness.docx
2. Grant Equipment Form and Funding Source.pdf
3. Vehicle Quote - 1500 Chevy Silverado

14. **Resolution 2026-0460, Public Works**
1) Adopt a Resolution approving Traffic Order No. 333, extending the one-way traffic pattern on California Street from its current northerly terminus to Pope Street in San Andreas; and 2) Find exempt from CEQA.

Attachments
1. Staff Memo_TrafficOrderNo333.docx
2. RESOLUTION-9322.DOCX
3. EXHIBIT A_TrafficOrderNo333.pdf
4. Traffic Assessment Study.pdf
5. Proposed Signs.pdf

15. **Action Item 2026-0463, Public Works**
Approve, and authorize the Director of Public Works to execute, 1) Contract Change Order (CCO) #11, a $1,045,165 credit to the County, and 2) CCO #12, a $275,000 credit to the County, for Contract # 1020-2313 with Highway Specialty Company, Inc. for the Roadside Safety Signage Audit (RSSA) Project. Requires a 4/5 vote.

Attachments

1. Staff Memo_Change Orders#11 and #12.docx
2. RSSA CCO 11.pdf
3. RSSA CCO 12.pdf

16. **Agreement 2026-0471, Public Works**
Authorize the Board Chair to execute Amendment 15 to Agreement 1200-1808 with Mark Thomas & Company, Inc. for final design, right-of-way, and construction support services for the Dogtown Road Bridge Replacement Projects (French Gulch, San Domingo, and Indian Creek), increasing the maximum amount payable under this Agreement by $41,444 for a total amount not to exceed $1,336,376.85.

Attachments
1. Staff Memo_Dogtown Road Bridge Replacement.docx
2. Amendment15_Dogtown Road Bridge Replacement.pdf

17. **Agreement 2026-0472, Public Works**
Approve and authorize the Board Chair to execute Amendment #01 to Albat Contract #1200-2516 for Construction Management Services for the Keep Calaveras Clean – Pennsylvania Gulch Road Sidewalk Project, 5930(106), for an increase of $25,000 in a new amount not to exceed $114,940.10.

Attachments
1. Staff Memo_Penn Gulch Rd Sidewalk.docx
2. Amendment 01_Penn Gulch Rd Sidewalk.pdf
3. Original Agreement_Penn Gulch Rd Sidewalk.pdf

Regular Agenda

18. **Action Item 2026-0437, Administration**
1) Receive a Presentation and Conduct a Public Hearing on the Fiscal Year 2026-27 Recommended County Budget; and 2) Direct Staff to Return on September 22, 2026 with the County Budget Resolutions for Adoption.

Attachments
1. Staff Memo_BudgetHearing.docx
2. FY 2026-27 Rev Rec Budget Presentation.pdf
3. Legal Notice_Budget.pdf

Supervisor Announcements

In compliance with Govt. Code § 53232.3(d), Board members shall provide brief reports on any meetings attended at the expense of the local agency, and may make other announcements or report out.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS:

Pursuant to Government Code § 84308, members of the Board of Supervisors are disqualified from participating in any agenda item involving the award of a contract (other than competitively bid, labor, or personal employment contracts, contracts between governmental entities, contracts under $50,000, and

certain other exempted contracts), franchise, discretionary land use permit, or other entitlement if the Board member received more than $500 in campaign contributions from the applicant or contractor, an agent of the party, or any financially interested participant who actively supports or opposes the County's decision on the agenda item, within the past 12 months. Members of the Board of Supervisors who have received, and applicants, contractors, or their agents who have made, campaign contributions totaling more than $500 in the past 12 months are required to disclose that fact for the official record of the subject proceeding. Disclosures must include the amount of the campaign contribution and identify the recipient Board member and may be made either in writing to the Clerk of the Board of Supervisors prior to the subject hearing or by verbal disclosure at the time of the hearing.

CALAVERAS COUNTY BOARD OF SUPERVISORS AGENDA SUBMITTAL

Short Name/Subject Suicide Prevention Awareness Month	**Board Meeting Date** September 8, 2026	
Dept: **Health and Human Services Agency** **Div:** **Behavioral Health** **Department Head** Marcos Munoz **Phone:** 209-754-6448	**Supervisorial District Number** ☐D1 ☐ D2 ☐ D3 ☐ D4 ☐ D5 ☒ County Wide	Recognition and Acknowledgment
Published Notice Required: Yes ☐ No ☒ **Public Hearing Required: Yes ☐ No ☒** **4/5 Vote Required: Yes ☐ No ☒**		**Estimated Time:** 10 Minutes
Type of Document: Agreement **PowerPoint Presentation Included: Yes ☐ No ☒**		

RECOMMENDATION:
Adopt a Proclamation declaring September as Suicide Prevention Awareness Month in Calaveras County.

DISCUSSION/SUMMARY:
September is Suicide Prevention Awareness Month nationwide. The Health and Human Services Agency, Behavioral Health Services Division is asking the Board of Supervisors (Board) to adopt a proclamation recognizing September as Suicide Prevention Awareness Month in Calaveras County. The Board's support in adopting this proclamation will help to encourage all residents, businesses, public and private agencies, media, and educational institutions to recognize the importance of mental health awareness, prevention, and treatment.

FINANCING:
There is no financing associated with this item.

ALTERNATIVES:
The Board of Supervisors may choose to do any of the following:

1. Adopt the Proclamation as recommended by staff; or
2. Elect not to adopt the Proclamation.

PROCLAIM THE MONTH OF SEPTEMBER 2026 AS SUICIDE PREVENTION AWARENESS MONTH IN THE COUNTY OF CALAVERAS

WHEREAS, September is recognized nationally as Suicide Prevention Awareness Month, a time to promote understanding, resources, and support for those affected by suicide; and

WHEREAS, suicide impacts millions of individuals and families, touching every community across the nation, including Calaveras County. Parents, caregivers, healthcare providers, educators, law enforcement, and others are all affected by suicide in some way; and

WHEREAS, increasing awareness and understanding of the factors related to suicide is essential to preventing it, supporting those in crisis, and reducing stigma through informed dialogue and compassionate engagement; and

WHEREAS, community involvement is vital to suicide prevention. Through connection, understanding, and support, we can offer hope and help to those who may be struggling; and

WHEREAS, the Calaveras County Health and Human Services Agency (HHSA), through its Behavioral Health Services Division, is dedicated to raising awareness, offering education and training, and reducing stigma associated with suicide and suicide attempts; and

NOW, THEREFORE BE IT PROCLAIMED that the Board of Supervisors, County of Calaveras, this 8th day of September 2026, does hereby proclaim September as Suicide Prevention Awareness Month in Calaveras County.

CALAVERAS COUNTY BOARD OF SUPERVISORS AGENDA SUBMITTAL

Short Name/Subject "Recovery Happens" Month	**Board Meeting Date** September 8, 2026	
Dept: **Health and Human Services Agency** **Div:** **Behavioral Health** **Department Head** Marcos Munoz **Phone:** 209-754-6448	**Supervisorial District Number** ☐D1 ☐ D2 ☐ D3 ☐ D4 ☐ D5 ☒ County Wide	Recognition and Acknowledgment
Published Notice Required: Yes ☐ No ☒ **Public Hearing Required: Yes ☐ No ☒** **4/5 Vote Required: Yes ☐ No ☒**		**Estimated Time:** 10 Minutes
Type of Document: Agreement **PowerPoint Presentation Included: Yes ☐ No ☒**		

RECOMMENDATION:
Adopt a Proclamation declaring September as "Recovery Happens" Month in Calaveras County.

DISCUSSION/SUMMARY:
"Recovery Happens" is a statewide public awareness campaign that celebrates the lives of people who are recovering from alcohol and/or drug addiction. The State Department of Health Care Services and the California Consortium of Addiction Programs and Professionals have asked local communities to join in this celebration by proclaiming September 2026 as "Recovery Happens" Month, with the 2026 statewide theme of "Recovery is REAL, Restoring Every Aspect of Life." Calaveras Behavioral Health will be holding a local event at Turner Park on September 22nd from 10am to 2pm to support the community in celebration of their recoveries, one step at a time.

FINANCING:
There is no financing associated with this item.

ALTERNATIVES:
The Board of Supervisors may choose to do any of the following:

- Adopt the Proclamation as recommended by the Department; or
- Decline to adopt the Proclamation. This is not recommended, as this Proclamation raises support and awareness for an important issue.

PROCLAIM THE MONTH OF SEPTEMBER 2026 AS "RECOVERY HAPPENS" MONTH IN THE COUNTY OF CALAVERAS

WHEREAS, the State of California Department of Health Care Services (DHCS) and the California Consortium of Addiction Programs and Professionals (CCAPP) have established "Recovery Happens" as a statewide public awareness campaign celebrating the lives of individuals recovering from alcohol and/or drug addiction, and have invited local communities to join in proclaiming September as Recovery Happens Month; and

WHEREAS, the 2026 statewide theme, "Recovery is REAL, Restoring Every Aspect of Life," recognizes that recovery is a process of restoring the whole person, including mind, body, relationships, purpose, and hope; and

WHEREAS, substance use disorder is a treatable condition, and recovery is achievable and sustainable for individuals and families throughout Calaveras County and across California; and

WHEREAS, Calaveras County Behavioral Health Services remains committed to supporting individuals and families affected by substance use disorders through prevention, treatment, and recovery support services, and to reducing the stigma that too often prevents individuals from seeking help; and

WHEREAS, Calaveras Behavioral Health will host a community celebration event at Turner Park on September 22, 2026, from 10:00 a.m. to 2:00 p.m., to support and honor individuals and families in our community who are recovering, one step at a time; and

WHEREAS, public awareness, community engagement, and the visibility of individuals in recovery play a vital role in inspiring hope and encouraging others on their own path to recovery.

NOW, THEREFORE, BE IT PROCLAIMED that the Calaveras County Board of Supervisors does hereby proclaim September 2026 as "Recovery Happens Month" in Calaveras County, in recognition of the 2026 theme "Recovery is REAL, Restoring Every Aspect of Life," and encourages all residents to recognize the strength and resilience of individuals in recovery, to support the Calaveras Behavioral Health community event at Turner Park on September 22, 2026, and to join together in celebrating recovery, one step at a time.

CALAVERAS COUNTY BOARD OF SUPERVISORS AGENDA SUBMITTAL

Short Name/Subject Gann Fire Volunteers Proclamation	**Board Meeting Date** September 8, 2026	
Dept: **Clerk of the Board of Supervisors** **Department Head** Rebecca Turner **Phone:** 209-754-6370	**Supervisorial District Number** ☐D1 ☐ D2 ☐ D3 ☐ D4 ☐ D5 ☒ County Wide	Recognition and Acknowledgment
Published Notice Required: Yes ☐ No ☒ **Public Hearing Required: Yes ☐ No ☒** **4/5 Vote Required: Yes ☐ No ☒**		**Estimated Time:** 5 Minutes
Type of Document: Proclamation **PowerPoint Presentation Included: Yes ☐ No ☒**		

RECOMMENDATION:
Adopt a proclamation recognizing and expressing sincere appreciation to the American Red Cross and the numerous volunteers who provided assistance and support to residents of Calaveras County during the Gann Fire, August 3-12, 2026.

DISCUSSION/SUMMARY:
Emergency response relies upon coordinated efforts among professional responders, public agencies, nonprofit organizations, and community members. During the Gann Fire, volunteers provided critical assistance to individuals and families at a time when many were experiencing evacuation, displacement, property loss or threat, and uncertainty.

Recognizing these contributions provides an opportunity for the Board of Supervisors to publicly acknowledge the individuals and organizations whose service helped meet immediate needs and supported the community during a challenging event.

The proposed proclamation specifically recognizes the American Red Cross and all community volunteers who served residents of Calaveras County during the Gann Fire from August 3 through August 12, 2026.

FINANCING:
There is no fiscal impact associated with adoption of the proclamation.

ALTERNATIVES:
The Board of Supervisors (Board) may choose to do any of the following:

a) Adopt the proclamation as recommended by the department; or

b) Continue the item to another date for further consideration; or

c) Decline to adopt the proclamation.

PROCLAMATION RECOGNIZING THE AMERICAN RED CROSS AND COMMUNITY VOLUNTEERS FOR THEIR SERVICE DURING THE GANN FIRE

WHEREAS, the Gann Fire began on August 3, 2026 near Hogan Dam Road and Gann Road in Valley Springs, California, rapidly spreading through Calaveras County and threatening homes, businesses, livestock, and communities; and

WHEREAS, the Gann Fire continued to impact the community from August 3 through August 12, 2026, when CAL FIRE announced that the fire had reached 100 percent containment; and

WHEREAS, during those nine days, residents and families were faced with evacuations, displacement, uncertainty, and the loss or threat of homes and property, creating an urgent need for assistance and support; and

WHEREAS, volunteers with the American Red Cross responded to the needs of individuals and families affected by the Gann Fire, providing compassionate assistance, emergency support, resources, and care during an exceptionally difficult time; and

WHEREAS, countless additional volunteers from throughout Calaveras County and surrounding communities answered the call to serve, giving freely of their time, skills, equipment, resources, and personal efforts to help their neighbors; and

WHEREAS, community volunteers assisted with evacuation centers, food and supplies, transportation, animal and livestock evacuations, donations, shelter operations, communications, emotional support, cleanup, and numerous other needs created by the fire and its aftermath; and

WHEREAS, these volunteers demonstrated extraordinary compassion, generosity, courage, and dedication, embodying the spirit of neighbors helping neighbors that is so deeply valued throughout Calaveras County; and

WHEREAS, the Calaveras County Board of Supervisors recognizes that the strength and resilience of our community during emergencies depends not only upon professional responders and public agencies, but also upon the many volunteers who step forward when their neighbors need help most; and

WHEREAS, the contributions of the American Red Cross volunteers and all of the community volunteers who served during the Gann Fire made a profound and meaningful difference in the lives of residents and families throughout the affected communities.

NOW, THEREFORE BE IT PROCLAIMED, that the Board of Supervisors of the County of Calaveras hereby recognizes and extends its sincere appreciation to the American Red Cross and all volunteers who served the residents of Calaveras County during the Gann Fire, August 3-12, 2026.

BE IT FURTHER PROCLAIMED, that Calaveras County extends its heartfelt gratitude to every individual, organization, and community partner who answered the call to serve and demonstrated the resilience, unity, and compassion that define the spirit of our County.

ADOPTED this 8th day of September 2026, by the Calaveras County Board of Supervisors.

CALAVERAS COUNTY BOARD OF SUPERVISORS AGENDA SUBMITTAL

Short Name/Subject Award of Construction Management Contract – Calaveras County Animal Services Facility	**Board Meeting Date** September 8, 2026	
Dept: **Administrative Office** **Div:** **Information Technology** **Department Head** Teresa Hitchcock **Phone:** 209-754-6025	**Supervisorial District Number** ☐D1 ☐ D2 ☐ D3 ☐ D4 ☐ D5 ☒ County Wide	Consent Agenda
Published Notice Required: Yes ☐ No ☒ **Public Hearing Required: Yes ☐ No ☒** **4/5 Vote Required: Yes ☐ No ☒**		**Estimated Time:** 0 Minutes
Type of Document: Agreement **PowerPoint Presentation Included: Yes ☐ No ☒**		

RECOMMENDATION:

1) Award Request for Proposals (RFP) No. 25-1040-30-909 for Construction Management Services for the Calaveras County Animal Services Facility Project to Interwest Consulting Group, Inc; 2) Authorize the Board Chair to execute Professional Services Agreement No. 1040-2604 with Interwest Consulting Group, Inc. in an amount not to exceed $690,300 for the term of September 8, 2026, through June 17, 2029; and 3) Authorize the County Executive Officer, or designee, to execute amendments to the Agreement, if any, so long as the amendments do not increase the not-to-exceed amount.

DISCUSSION/SUMMARY:

Calaveras County is undertaking the construction of a new Animal Shelter facility to replace aging infrastructure and improve the County's ability to provide animal care, adoption services, animal control operations, and shelter support functions.

The facility has been designed by LDA Partners, and construction documents are substantially complete. The County has secured financing for construction and is proceeding with the procurement of construction management services in advance of construction bidding. The project consists of a new single-story Animal Shelter Facility located on approximately 1.5 to 2 acres at the site of the existing Calaveras County Shelter adjacent to the Calaveras County Courthouse on Jeff Tuttle Drive in San Andreas, CA.

The proposed facility contains approximately 10,300 square feet of enclosed building area, together with associated outdoor areas and supporting site improvements.

In order to ensure the successful delivery of the project, the County requires professional Construction Management (CM) and Resident Engineering (RE) services to oversee

pre-construction coordination, construction administration, inspection services, regulatory compliance, and project closeout. These services include responsibilities such as schedule monitoring, construction inspection, change order review, progress payment recommendations, coordination with regulatory agencies, and oversight of Stormwater Pollution Prevention Plan (SWPPP) compliance.

Procurement Process

On June 26, 2026, the County issued Request for Proposals (RFP) No. 25-1040-30-909 seeking qualified firms to provide construction management services for the project. The RFP requested proposals from experienced firms capable of providing construction management, resident engineering, inspection, administrative oversight, and regulatory coordination services during construction.

Proposals were required to be submitted to the County by July 23, 2026, at 3:00 PM. The County received four (4) responsive proposals from the following firms:

- Unico Engineering
- Interwest Consulting Group, Inc.
- Kitchell/CEM, Inc.
- Division 01, Construction Management Services

Proposals were evaluated by three qualified reviewers using the criteria identified in the RFP.

Evaluation factors included:

- Understanding of the work to be performed
- Experience with projects of similar size and complexity
- Quality of proposed work plan and technical approach
- Capability of staff and key personnel
- Familiarity with State and Federal procedures
- Demonstrated technical ability
- Cost proposal

The evaluation process resulted in the following ranking of firms:

1. Interwest Consulting Group, Inc.
2. Kitchell/CEM, Inc.
3. Division 01 Construction Management Services
4. Unico Engineering

The review panel determined that Interwest Consulting Group, Inc. provided the strongest overall proposal based on qualifications, experience with similar public facility projects, and their proposed project team.

Qualifications of Selected Firm

Interwest has assembled a highly qualified, field-focused project team that offers the County strong technical leadership and comprehensive construction management support. The team will be led by **Dana Hendrix, PE**, serving as Project Manager and providing executive oversight and senior-level guidance throughout all phases of project delivery. She will be supported by **Herby Lissade, PE**, who will contribute senior technical expertise and strategic advisory oversight.
Day-to-day construction management will be overseen by **Ryan Spradlin, CBC, CCM**, who will

serve as Construction Manager and Technical Lead. **Tyrone Chesanek, PE** will provide back-up field support to maintain continuity, responsiveness, and on-site decision-making capacity.
To ensure the project remains aligned with key milestones, **Armando Lee, PE** will manage scheduling and project sequencing. **Scott Harrison, CPRP** will lead cost controls, including budget tracking, cost analysis, and change management. **Russ Cunningham** will support SWPPP coordination and regulatory compliance, helping maintain adherence to environmental and permitting requirements. Additionally, **Alisha Olson, RA, LEED AP**, will provide specialized subject-matter expertise related to animal shelter facilities, informing design and construction considerations unique to this project type.

This team structure provides the County with clear communication pathways, experienced field leadership, and the technical depth required to manage construction efficiently from pre-construction through closeout. By integrating executive oversight, field management, scheduling, cost controls, compliance support, and facility-specific expertise, Interwest will support the County in maintaining schedule, budget, documentation quality, and overall project performance throughout the assignment.

Scope of Services

Under the proposed agreement, Interwest Consulting Group, Inc. will provide construction management services including, but not limited to:

- Bid-phase coordination and contractor procurement support
- Preparation of a Construction Management Plan
- On-site construction administration and inspection services
- Monitoring of construction schedule, cost control, and progress
- Coordination with contractors, design consultants, and regulatory agencies
- Management of submittals, RFIs, and change orders
- SWPPP compliance oversight and environmental coordination
- Preparation of weekly and monthly project reports
- Oversight of project closeout documentation and final acceptance

Contract Term

The proposed contract term is September 8, 2026, through June 17, 2029. The extended contract term allows sufficient time to complete remaining project milestones, including final bid preparation, contractor procurement, construction, and project closeout.

Staffing levels will be adjusted throughout the project based on the level of construction activity. The agreement allows flexibility to scale services appropriately while maintaining coverage for the full project lifecycle.

FINANCING:
Funding for the construction management services is included in the Animal Services Facility Capital Improvement Project budget. Sufficient funds are available in Account 10401060 / Object Code 5633.

ALTERNATIVES:

The Board of Supervisors (Board) may choose to do any of the following:

1. Award the contract to Interwest Consulting Group, Inc. as recommended; or
2. Continue the item to a future meeting to allow for additional review or to request further information from staff; or
3. Decline to award the contract to Interwest Consulting Group Inc. and direct staff to enter into negotiations with the next highest ranked qualified firm, Kitchell/CEM, Inc., in accordance with the RFP selection process;
4. Reject all proposals and direct staff to re-solicit the project. This option is not recommended, as it would delay the project schedule and potentially increase project costs.

PROFESSIONAL SERVICES AGREEMENT

Interwest Consulting Group, Inc. Contractor/Consultant	**Administration** Department
Calaveras County Animal Services Facility Construction Management Description	**CIP** Division
September 22, 2026 through June 17, 2029 Agreement Term	**RFP # 25-1040-30-909** Project
1040-2604 Agreement Number / Project Number	**$690,300** Amount / **10401060** Org. Key / **5633** Object Code

THIS AGREEMENT is made and entered into by and between the County of Calaveras, a political subdivision of the State of California (hereinafter referred to as "County"), and Interwest Consulting Group, Inc. (hereinafter referred to as "Contractor"). County and Contractor shall collectively be referred to as "Parties."

WHEREAS, County, through its Administration Department, is responsible for overseeing and delivering construction management services necessary to support the planning, coordination, and execution of the CIP Building project; and

WHEREAS, County is authorized by Government Code § 23004 to enter into Agreements as necessary for the exercise of its powers; and

WHEREAS, Contractor has represented to County that it has the necessary training, experience, expertise, and competency to provide the services, goods, and materials that are described in this Agreement, and that it will do so in a manner consistent with County's goals; and

WHEREAS, in the judgment of County, it is necessary and desirable to employ Contractor to perform the described services; and

NOW, THEREFORE, County and Contractor agree as follows:

1. DESCRIPTION OF SERVICES

1.1. **Contractor's Specified Services:** Contractor shall furnish all facilities, equipment, personnel, labor, and materials (hereinafter referred to as "Work" or "Services") necessary to provide the services described in Exhibit A: Description of Services attached hereto and incorporated herein by this reference, and within the times or by the dates provided for in Exhibit A: Description of Services. In the event of any conflict between any provisions of this Agreement and any Exhibit(s) to this Agreement, the provision that requires the highest level of performance from the Contractor for the County's benefit shall prevail.

1.2. Contractor shall furnish all facilities, equipment, personnel, labor, and materials (hereinafter referred to as "Work" or "Services") necessary to provide the services described in Exhibit A: Description of Services attached hereto and incorporated herein by this reference, and within the times or by the dates provided for in Exhibit A: Description of Services.

1.3. **Cooperation with County:** Contractor shall cooperate with County and County staff in the performance of all work under this Agreement.

1.4. **Performance Standard:** Contractor shall perform these services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by each profession and shall comply with all applicable Federal, State, and Local laws, ordinances, codes, and regulations in performing its services. Contractor shall perform all work under this Agreement in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor agrees to provide all services under this Agreement in accord with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accord 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 the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Section 7; or (d) pursue any and all other remedies at law or in equity.

1.5. **Assigned Personnel:**

1.5.1. Contractor shall assign only competent personnel to perform the work under this Agreement. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform the work under this Agreement, Contractor shall remove such person or persons immediately upon receiving written notice from County.

1.5.2. Any and all persons identified in this Agreement or any Exhibit hereto as the project manager, project team, or other professional performing the work under this Agreement are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement, Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

1.5.3. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. COMPENSATION

2.1. **Total Compensation:** For the services described in Section 1 above, and subject to the condition that the specified task has been completed as set forth in Section 1.3 above, Contractor shall be compensated at the rates as set forth in Exhibit B: Budget/Rates, attached hereto and incorporated herein by this reference provided, however, the total amount of

compensation to be paid Contractor for the services described in Section 1 shall not exceed six hundred ninety thousand three hundred dollars ($690,300).

2.2. **Separate Accounting:** To the extent that Contractor is performing other projects for the County at other locations and pursuant to other Agreements, the Contractor shall maintain complete and separate accounting for each project. Invoices for compensation and reimbursement shall be similarly separated.

2.3. **Expense Reimbursement:** Contractor shall not be entitled to reimbursement for any expenses other than those described in Section 1 above and as identified in Exhibit B: Budget/Rates.
No funds paid to Contractor through this Agreement shall be utilized to compensate employees of Contractor for overtime or compensatory time off, except to the extent that Contractor is required to pay for overtime or compensatory time off pursuant to the Fair Labor Standards Act of 1938, 29 USC Section 201 et seq., or applicable State law.
If federal funds are expended under this Agreement, costs claimed under this Agreement are subject to the following federal publication (current publications are available online and can be found at www.whitehouse.gov/omb/circulars/): Uniform Guidance: 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements.

2.4. **Overpayment:** If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County or at County's option, permit County to offset the amount of overpayment against future payments owed to Contractor under this Agreement or any other Agreement.

3. TERM

3.1. **Term:** The term of this Agreement shall be effective from September 22, 2026 through June 17, 2029 unless terminated earlier as set forth in Section 7: Termination and Severability. The term of this Agreement may only be extended upon written mutual consent of both parties as set forth in Section 25: Amendment.

3.2. **Deliverables:** All deliverables and products of this Agreement shall be completed and submitted to the County as set forth in Exhibit A: Description of Services.

4. BILLING AND PAYMENT

4.1. **Billing:** On a monthly basis, and not more frequently than monthly, Contractor shall submit invoices to County, no later than the tenth (10th) of the month for the preceding month. The billing period shall be the first day of the month through the last day of the month, without exception. If requested by the County, the Contractor shall provide any further documentation it has or can reasonably generate to verify the compensation and reimbursement sought by the Contractor. Contractor shall submit to County a written invoice. Invoicing shall be consistent with Exhibit B: Budget/Rates.
Within 10 business days of receipt of the Contractor's detailed invoice, the County Contract Manager shall review invoices for acceptance to which the County Contract Manager shall immediately notify Contractor of any discrepancies. Contractor and the County Contract

Manager shall work in good faith to resolve such discrepancies within 10 business days after notification. Should a discrepancy result in a partial rejection of any item(s) invoiced, the Contractor shall submit a revised invoice for payment.

All invoices shall include:

4.1.1. A monthly total and itemization of all costs by budget line item, arranged in the same order as the approved budget;

4.1.2. A simplified worksheet that explains how salary charges on invoices were calculated and list employees by name, position, location, and amount charged; and

4.1.3. Copies of invoices submitted to Contractor from subcontractors if subcontractors utilized.

4.2. Contractor shall submit all invoices to adminweb@calaverascounty.gov or submit hard copies to the following address:

County of Calaveras
Administration
891 Mountain Ranch Road
San Andreas, CA 95249

4.3. **Payment:** Unless otherwise stated in this Agreement, upon submittal of an invoice as set forth in Section 4.1. above, payment shall be within thirty (30) days of receipt of Contractor's invoices provided Contractor submits complete invoices. Payment shall only be made upon the satisfactory completion of the services as determined by the County. Payment to Contractor shall be withheld should Contractor fail to comply with any requirements set forth in this Agreement.

5. REPRESENTATIVES AND NOTICE

5.1. **Designation:** Each party shall designate an officer, employee or other authorized representative to act on that party's behalf with respect to the work. This representative shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner. Each party has the right to change its representative at any time; provided, however, that a party wishing to change its designated representative shall endeavor to notify the other party in writing not less than ten (10) calendar days before making any such change. At the time this Agreement is executed, the parties' designated representatives shall be as follows:

County Contract Manager:	Jamie Andriola Deputy CEO
Contractor:	Matthew K. Causley Chief Operations Officer

5.2. **Address:** All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective address as follows:

Contractor:	Interwest Consulting Group, Inc. Attention: Matthew K. Causley 1221 S San Jacinto Avenue San Jacinto, Ca. 92583
County:	County of Calaveras Administration Attention: Jamie Andriola 891 Mountain Ranch Road San Andreas, CA 95249

Any party may change the address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

5.3. **Effective Date:** All notices shall be effective upon receipt and shall be deemed received through delivery if personally served, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

6. FUNDING AVAILABILITY

It is mutually agreed that the services and compensation received by County and Contractor pursuant to this Agreement are based on the continued receipt of funding for this purpose. In the event that funding is terminated, in whole or in part, for any reason, or if the County budget does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other such considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation of funds is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors. County agrees to inform Contractor no later than ten (10) calendar days after receiving notification that funding will be terminated and provide the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by Contractor arising out of performance of this Agreement must be submitted to County within ten (10) calendar days of the final date for which funding is available.

7. TERMINATION AND SEVERABILITY

7.1. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the breaching party of such breach in writing, describe the breach, and demand that it be cured within 15 calendar days of receipt if the breach is not cured within 15 calendar days of the notice of breach (or any such longer period as may be specified in the notice or otherwise agreed to by the parties), the party that gave notice of breach may unilaterally terminate this Agreement by sending the breaching party notice of termination. The date of termination in this event shall be 15 calendar days after the notice of termination. A party's exercise of the notice and termination rights authorized by this Section

shall in no way operate as a waiver or forfeiture of the party's right to seek and recover damages from the breaching party for the breach of this Agreement.

7.2. For any other reason other than a breach or failure to perform (which are discussed in the subsection above), either party may unilaterally terminate this Agreement for any reason at any time during its term, by giving 15 calendar days' advanced written notice to the other party. The date of termination for this purpose shall be 15 calendar days after notice of termination.

8. INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to defend and indemnify, hold harmless, and release County, its elected representatives, officers, officials, agents, employees, and volunteers from and against any and all actions, claims, damages, demands, losses, liabilities, disabilities or expenses, defense costs (including without limitation costs and fees of litigation), of any kind or nature, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to Contractor's performance or obligations under this Agreement. Contractor's obligations under this section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's sole negligence or willful misconduct. If such indemnification becomes necessary, County Counsel for the County shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the County. This Indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Acts. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits. This indemnification clause shall survive the termination or expiration of this Agreement.

9. INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the Agreement 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. Coverage shall be at least as broad as:

9.1. **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 **$2,000,000** 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.

9.2. **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.

9.3. **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. **(Not required if Contractor provides written verification it has no employees.)**

9.4. **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.

9.5. **Cyber Liability:** Insurance, with limits not less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses.

9.6. 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.

9.7. **Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:**

9.7.1. **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).

9.7.2. **Primary Coverage:** For any claims related to this Agreement, the **Contractor's insurance coverage shall be primary** with 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.

9.7.3. **Notice of Cancellation:** Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the County**.

9.7.4. **Waiver of Subrogation:** 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.

9.7.5. **Self-Insured Retentions:** 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.

9.7.6. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

9.7.7. **Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis:

9.7.7.1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

9.7.7.2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

9.7.7.3. 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.

9.7.8. **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. 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.

9.7.9. **Subcontractors:** 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.

9.7.10. **Retentions:** Retentions must be declared to, and are subject to the approval of, the County's Director of Risk Management.

9.7.11. **Special Risks or Circumstances:** 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.

10. RECORDS EXAMINATION AND AUDIT REQUIREMENTS

In accordance with Government Code Section 8546.7, Contractor shall permit State or Federal agencies to audit, inspect and copy all records, notes, and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any records related to the services provided by Contractor under this Agreement to County. Failure to provide the documents requested by County within the requested time frame indicated may result in County withholding payments due under this Agreement.

All records, documents, general correspondence relating to the project in possession of the Contractor shall be retained by the Contractor for a minimum of three years from the date of project completion.

11. ETHICS AND STANDARDS OF CONDUCT

This Agreement shall be administered in an impartial manner, free from efforts to gain personal, financial, or political gain. Contractor shall not solicit or accept money or any other consideration with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of this Agreement. County, by written notice to Contractor, may terminate this Agreement if it is found that gratuities were offered or given by Contractor with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of this Agreement.

In the event this Agreement is terminated as provided in the paragraph above, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by Contractor.

12. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

13. NONDISCRIMINATION IN EMPLOYMENT

Contractor shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of Contractor or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability.

14. LICENSE AND PERMITS

Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Calaveras and all other appropriate governmental agencies to provide agreed upon services. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County. Contractor shall have in effect and shall maintain appropriate licensure during the term of this Agreement, if applicable.

15. CONFLICT OF INTEREST

15.1. **Applicable Law:** Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, § 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with § 1090, and Chapter 7 of Title 9 of said Code, commencing with § 87100 including regulations promulgated by the California Fair Political Practices Commission.

15.2. **Covenant:** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, Contractor will take reasonable care to ensure that no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

15.3. **Notification:** Contractor agrees that if any fact comes to its attention, which raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform County and provide all information needed for resolution of the question.

16. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

17. STATUS OF CONTRACTOR

17.1. **Independent Contractor:** It is understood and agreed by all the parties hereto that Contractor is an independent contractor, and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

17.2. **No Agency:** It is further understood and agreed by all the parties hereto that (1) except as specifically authorized by this Agreement, neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent; and (2) neither Contractor nor Contractor's assigned personnel shall have any right to bind the County to any obligation whatsoever.

17.3. **Taxes:** It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

18. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the County. If any portion of the services required of Contractor is subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractor(s). Any subcontract in excess of $25,000 entered into as a result of this Agreement shall contain all terms and provisions of this Agreement.

19. APPLICABLE LAW AND VENUE

In the performance of the services required by this Agreement, Contractor shall take reasonable care to comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives, and laws. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California.

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

All parties agree that this Agreement and all documents issued or executed pursuant hereto and the rights and obligations of the parties there under and hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, effect, and performance. No interpretation of any provision of this Agreement shall be binding upon County unless agreed in writing by County and counsel for County.

Notwithstanding any other provisions of this Agreement, any dispute concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Calaveras County, unless the parties agree otherwise or are otherwise required by law.

Contractor shall adhere to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes, laws, and regulations that pertain to health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to Contractor.

20. PUBLIC RECORDS ACT

Upon its award, this Agreement shall be subject to disclosure pursuant to the California Public Records Act.

21. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

22. EXHIBITS

Each Exhibit referenced in, and attached to, this Agreement shall be incorporated into this Agreement by reference.

23. CAPTIONS

The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

24. ADDITIONAL PROVISIONS

24.1. No Waiver: Any waiver of or failure by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by this Agreement to the County shall not be deemed to be a waiver of any additional or subsequent right conferred to the County by this Agreement or of any other term, covenant or condition of this Agreement by the County.

24.2. Severability: If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, both Parties shall be relieved of all obligations arising under such provision. The remainder of this Agreement shall not be affected by such declaration or finding, and each provision not so affected shall be enforced to the fullest extent permitted by law.

24.3. No Third-Party Beneficiaries: There are no third-party beneficiaries of this Agreement, and no one except the parties to this Agreement may seek to enforce its terms.

25. AMENDMENT

Notwithstanding any of the provisions of this Agreement, the parties may mutually agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing

and signed by the parties hereto. No oral understanding or amendment to said Agreement not incorporated herein shall be binding on any of the parties hereto.

The Purchasing Agent shall have the authority to approve modifications to the term, scheduling, billing rates, and allocation of funds between the tasks and subtasks (if any) set forth above, provided there is no increase to the total compensation as set forth in Section 2 of this Agreement. Any modification that results in an increase to the total compensation may only be made upon approval of the appropriate authority as determined by County Purchasing Code and by written instrument signed by both Parties.

26. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and Contractor for this work and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

County

Chair
Board of Supervisors

Date

Contractor

Matthew K. Causley
Digitally signed by Matthew K. Causley
Date: 2026.08.18 09:22:13 -04'00'

Matthew K. Causley
Chief Operations Officer

August 16, 2026
Date

Calaveras County Counsel

Approved as to Legal Form:

Sarah Edwards (08/20/2026 10:16:06 PDT)

Signature

Attest

Rebecca Turner, Ex-Officio Clerk of the Board of Supervisors

EXHIBIT A: DESCRIPTION OF SERVICES

Interwest Consulting Group, Inc.		**Administration**		
Contractor/Consultant		Department		
Calaveras County Animal Services Facility Construction Management		**CIP**		
Description		Division		
September 22, 2026 through June 17, 2029		**RFP # 25-1040-30-909**		
Agreement Term		Project		
1040-2604		**$690,300**	**10401060**	**5633**
Agreement Number	Project Number	Amount	Org. Key	Object Code

1. PROJECT OVERVIEW

Interwest Consulting Group, Inc. ("Consultant") shall provide comprehensive Construction Management ("CM") and Owner's Representative services for the construction of the Calaveras County Animal Services Facility ("Project").

The Project consists generally of construction of a new single-story animal shelter facility of approximately 10,300 square feet, together with associated outdoor areas, site improvements, utilities, animal housing and kennel facilities, isolation and quarantine spaces, administrative offices, adoption and public interaction areas, multipurpose and training spaces, animal intake facilities, laundry facilities, commercial-grade wash-down systems, security and access control systems, specialized HVAC systems, and other associated improvements.

Consultant shall serve as an extension of County staff and shall act in the County's best interests throughout the Project. Consultant shall proactively manage and monitor the Project's budget, schedule, quality, documentation, regulatory and funding compliance, and contractor performance.

Consultant's role is not limited to processing or transmitting Contractor requests. Consultant shall independently evaluate issues affecting the Project and provide the County with complete, objective, and timely analyses, alternatives, and recommendations sufficient to support informed County decision-making.

Consultant shall perform the following services.

TASK 1 – PRECONSTRUCTION AND PROCUREMENT SUPPORT

Consultant shall provide preconstruction and procurement support necessary to prepare the Project for successful construction, including:

1. Review final plans, specifications, bid documents, addenda, and other Contract Documents for constructability, coordination, completeness, and potential scope gaps.

2. Review the documents for consistency among architectural, civil, structural, mechanical, electrical, plumbing, site, utility, kennel, security, and other specialty systems.
3. Identify ambiguities, conflicts, omissions, sequencing concerns, long-lead items, constructability concerns, and conditions that may reasonably result in Requests for Information ("RFIs"), change orders, delays, or claims during construction.
4. Participate in procurement activities, pre-bid meetings, site walks, bidder questions, and contractor selection activities as requested by the County.
5. Review proposed construction sequencing, site access, staging, temporary facilities, public access, and coordination with existing Animal Services operations.
6. Review baseline scheduling requirements and critical Project milestones.
7. Develop an initial Project Risk Register identifying anticipated budget, schedule, operational, constructability, regulatory, funding, and other material risks.
8. Develop a written Construction Management Plan establishing project controls, communication protocols, document control procedures, meeting schedules, RFI and submittal processes, change management procedures, schedule review procedures, escalation protocols, and reporting requirements.

Deliverables: Written constructability review; identified scope gaps and coordination issues; initial Risk Register; procurement support documentation as requested; and Construction Management Plan.

TASK 2 – CONSTRUCTION ADMINISTRATION AND OWNER'S REPRESENTATIVE SERVICES

Consultant shall serve as the County's day-to-day Owner's Representative throughout construction and shall:

1. Administer and monitor compliance with the construction Contract Documents.
2. Provide active field oversight sufficient to monitor construction activities and Project progress on a daily basis during active construction.
3. Coordinate among the County, Contractor, Architect, inspectors, consultants, utility providers, regulatory agencies, funding entities, and other Project participants.
4. Establish, maintain, and enforce clear lines of communication and responsibility among Project participants.
5. Review and track RFIs and coordinate timely responses with the Architect and other responsible parties.
6. Review and track submittals and shop drawings and monitor the timeliness of Contractor and design-team responses.
7. Identify RFIs, submittals, design clarifications, or field conditions that may result in cost or schedule impacts and notify the County promptly.
8. Conduct and facilitate regular construction progress meetings and other coordination meetings as required.
9. Prepare and distribute meeting agendas and written meeting minutes, including decisions, action items, responsible parties, and due dates.
10. Maintain organized and complete Project records, correspondence, logs, photographs, reports, and other documentation.
11. Track open issues through final resolution and promptly elevate matters requiring County action.
12. Coordinate Project activities to minimize disruption to existing County operations, Animal Services staff, animals, visitors, neighboring County facilities, and the public.

Deliverables: Daily field reports during active construction; weekly progress summaries; meeting agendas and minutes; current RFI, submittal, action-item, issue, and correspondence logs; photographic documentation; and organized electronic Project records.

TASK 3 – BUDGET MANAGEMENT, COST CONTROL, AND CHANGE MANAGEMENT

Consultant shall actively protect and manage the County's Project budget and contingency.

Consultant shall:

1. Establish and maintain a comprehensive Project cost-control system identifying the original construction contract amount, approved changes, pending changes, potential changes, contingency usage, expenditures, commitments, forecasted costs, and projected final construction cost.
2. Independently review all Contractor change order requests, potential change orders, claims, requests for equitable adjustment, and other requests for additional compensation or time.
3. Determine whether the requested work is within the Contractor's existing contractual obligations before recommending additional compensation.
4. Review the underlying cause and contractual entitlement for each proposed change.
5. Verify quantities, labor classifications, labor hours and rates, material costs, equipment costs, markups, subcontractor quotations, credits, and other supporting documentation.
6. Evaluate whether the proposed cost is fair and reasonable.
7. Evaluate direct and indirect schedule impacts associated with the proposed change.
8. Identify alternatives that may reduce or eliminate additional cost or schedule impacts.
9. Negotiate proposed changes with the Contractor when directed by or appropriate to protect the County's interests.
10. Maintain a current Potential Change Order and Change Order Log.
11. Provide monthly cost forecasting and identify trends that may affect the Project budget or contingency.
12. Immediately notify the County of any condition reasonably anticipated to result in a material budget impact.

Each written change order recommendation shall, at a minimum, identify:

- Description and cause of the issue;
- Applicable Contract Document requirements;
- Consultant's assessment of contractual entitlement;
- Proposed cost and Consultant's independent cost analysis;
- Schedule impact, if any;
- Supporting documentation reviewed;
- Alternatives considered;
- Consultant's recommendation to approve, reject, revise, negotiate, or otherwise address the request; and
- Effect on Project contingency and projected final cost.

Consultant shall not authorize the Contractor to perform changed or additional work on behalf of the County unless expressly authorized to do so in writing by the County.

Deliverables: Monthly Project cost report and forecast; current change order and potential change order logs; independent written evaluation and recommendation for each proposed change; and supporting cost documentation.

TASK 4 – SCHEDULE MANAGEMENT

Consultant shall actively manage and independently evaluate the construction schedule.

Consultant shall:

1. Review the Contractor's baseline schedule for completeness, logic, sequencing, durations, procurement activities, long-lead items, commissioning, closeout activities, and consistency with contractual milestones.
2. Provide the County with a written recommendation regarding acceptance of the baseline schedule.
3. Review Contractor schedule updates at least monthly.
4. Perform critical-path and schedule-variance analysis.
5. Compare actual progress against planned progress.
6. Identify schedule risks and delays before they affect contractual completion.
7. Evaluate responsibility for delays and potential requests for extensions of time.
8. Review proposed recovery schedules and recommend corrective action when Project progress falls behind schedule.
9. Monitor long-lead procurement and activities affecting specialty animal shelter systems.
10. Maintain a forecast of anticipated substantial and final completion dates.

Deliverables: Baseline schedule review and recommendation; monthly schedule analysis; written delay analysis when necessary; recovery-plan evaluations; and schedule forecasts incorporated into monthly reporting.

TASK 5 – QUALITY ASSURANCE AND INSPECTION COORDINATION

Consultant shall monitor construction quality and compliance with the Contract Documents.

Consultant shall:

1. Perform regular field observations during active construction.
2. Document work in progress and material Project conditions.
3. Coordinate required inspections, special inspections, testing, and other quality-control activities.
4. Review inspection and testing reports.
5. Identify and document defective, deficient, incomplete, or nonconforming work.
6. Issue or coordinate deficiency notices as appropriate.
7. Maintain a deficiency log and track corrective action through resolution.
8. Verify that identified deficiencies have been corrected before recommending acceptance or payment for affected work.
9. Coordinate development and completion of punch lists.
10. Promptly notify the County of material quality concerns.

Consultant's review and observation shall not relieve the Contractor, Architect, inspectors, testing agencies, or other Project participants of their respective contractual or professional responsibilities.

Deliverables: Daily field documentation; deficiency log; inspection and testing coordination records; photographic documentation; punch lists; and verification of corrective actions.

TASK 6 – ANIMAL SHELTER AND SPECIALTY SYSTEMS OVERSIGHT

Consultant shall provide specialized oversight and coordination appropriate to an animal services facility.

Consultant shall monitor installation, integration, testing, and commissioning, as applicable, of:

1. Kennel systems;
2. Isolation and quarantine room systems;
3. Specialized HVAC and ventilation systems;
4. Building automation and controls;
5. Security systems;
6. Access control systems;
7. Fire alarm and life-safety systems;
8. Emergency power systems;
9. Commercial wash-down and sanitation systems;
10. Animal care support systems;
11. Plumbing and drainage systems associated with animal care and sanitation; and
12. Other specialized systems identified in the Contract Documents.

Consultant shall coordinate specialty-system interfaces and identify conflicts or deficiencies that could adversely affect animal welfare, sanitation, odor control, noise control, security, maintainability, staff operations, or reliable facility operation.

Deliverables: Specialty-system coordination documentation; deficiency tracking; testing and commissioning documentation; and recommendations regarding system readiness and acceptance.

TASK 7 – RISK MANAGEMENT AND ISSUE ESCALATION

Consultant shall maintain an active Project Risk Register throughout the Project.

Consultant shall identify, evaluate, monitor, and recommend mitigation measures for risks affecting cost, schedule, quality, safety, operations, funding, or Project completion.

Consultant shall immediately notify the County upon becoming aware of:

- Potential claims;
- Potential change orders;
- Safety incidents or material safety concerns;
- Actual or anticipated schedule delays;
- Actual or anticipated budget impacts;
- Design conflicts or omissions;
- Regulatory or funding compliance concerns;
- Conditions that could disrupt Animal Services or other County operations; or
- Other matters reasonably likely to materially affect the Project.

Notification shall include the nature of the issue, potential consequences, recommended response, available alternatives, and anticipated cost and schedule impacts to the extent known.

Deliverables: Initial and continuously updated Risk Register; issue memoranda as necessary; and immediate written escalation of material Project risks.

TASK 8 – CONTRACTOR ACCOUNTABILITY

Consultant shall actively monitor Contractor performance and enforce the requirements of the construction Contract Documents on behalf of the County.

Responsibilities include:

1. Monitoring Contractor staffing and resources.
2. Monitoring schedule and milestone compliance.
3. Monitoring timely submission and resolution of RFIs and submittals.
4. Tracking deficiencies and corrective actions.
5. Monitoring compliance with approved plans, specifications, schedules, and Project requirements.
6. Documenting Contractor performance and material instances of noncompliance.
7. Identifying recurring performance concerns and recommending corrective action to the County.
8. Reviewing Contractor payment applications and verifying reported progress and quantities before recommending payment.
9. Identifying amounts that should be withheld, disputed, or otherwise addressed prior to payment when appropriate.

Consultant shall provide objective recommendations to the County and shall not recommend approval of work, payment, additional compensation, or additional contract time without adequate supporting documentation.

TASK 9 – COMMUNICATION AND MONTHLY EXECUTIVE REPORTING

Consultant shall maintain a structured communication and reporting program.

Consultant shall conduct or participate in weekly construction coordination meetings during active construction unless otherwise approved by the County.

No later than a mutually agreed-upon date each month, Consultant shall provide a written Monthly Executive Report containing, at a minimum:

1. Executive summary;
2. Overall Project status;
3. Work completed during the reporting period;
4. Work anticipated during the next reporting period;
5. Budget status;
6. Projected final cost;
7. Construction contingency status;
8. Schedule status and critical-path analysis;
9. Projected completion date;
10. Change Order and Potential Change Order Log;

11. RFI Log;
12. Submittal Log;
13. Issues and Action Item Log;
14. Claims Log;
15. Deficiency/quality-control status;
16. Photographic progress documentation;
17. Current Risk Register and risk assessment;
18. Funding-compliance status;
19. Decisions or recommendations requiring County action; and
20. Consultant's overall assessment of Project budget, schedule, quality, and contractor performance.

Reports shall clearly identify emerging trends and matters requiring County attention and shall not merely reproduce information supplied by the Contractor.

TASK 10 – PROJECT CLOSEOUT, COMMISSIONING, AND WARRANTY

Consultant shall coordinate and manage an orderly Project closeout and turnover process.

Responsibilities include:

1. Coordinate functional testing and commissioning of building and specialty systems.
2. Verify completion of required testing and inspections.
3. Coordinate training of County personnel.
4. Coordinate and track punch-list preparation, correction, and final completion.
5. Review closeout documentation for completeness.
6. Coordinate O&M manual review and delivery.
7. Track delivery and completeness of warranties.
8. Coordinate record drawings and as-built documentation.
9. Coordinate final inspections and occupancy approvals.
10. Support transition of the facility into County operations.
11. Maintain a warranty log identifying warranty periods, responsible parties, and unresolved warranty items.
12. Assist the County with warranty issues during the term of this Agreement.

Consultant shall not recommend final acceptance until required closeout documents have been received and material deficiencies have been resolved or otherwise expressly accepted by the County.

Deliverables: Punch lists; commissioning and testing documentation; training documentation; O&M manuals; warranty log; record-drawing tracking; final closeout checklist; and recommendation regarding Project acceptance.

TASK 11 – FUNDING COMPLIANCE AND REPORTING

Consultant shall become familiar with and assist the County in complying with the requirements applicable to the County's Project financing, including requirements imposed by the California Infrastructure and Economic Development Bank ("IBank") and any other applicable funding entity.

Consultant shall:

1. Review applicable financing and funding requirements relevant to Consultant's services and construction administration.
2. Monitor Project activities for consistency with applicable funding requirements.
3. Assist the County in monitoring applicable procurement, contracting, labor-compliance, reporting, documentation, and record-retention requirements.
4. Coordinate with the County's labor-compliance consultant and other Project participants, as applicable.
5. Maintain and assist the County in maintaining documentation required to demonstrate compliance.
6. Promptly identify actual or potential compliance issues.
7. Support responses to requests for information from IBank, auditors, or other funding or oversight entities.
8. Coordinate with the County, Architect, Contractor, and other Project participants to maintain Project documentation sufficient to support funding compliance.
9. Assist with funding-related Project closeout documentation.

Consultant shall immediately notify the County in writing upon becoming aware of any actual or potential condition that could affect compliance with the financing agreement, eligibility of a Project cost, reimbursement, or continued availability of Project funding.

12. PROJECT STAFFING

The following personnel are designated as key personnel for the Project:

Personnel	Role
Dana Hendrix, PE	Project Manager
Herby Lissade, PE	Project Manager Support / Senior Technical Support
Ryan Spradlin, CBC, CCM	Construction Manager
Tyrone Chesanek, PE	Backup Construction Manager
Armando Lee, PE	Scheduler
Scott Harrison, CPRP	Cost Controls Lead
Russ Cunningham	SWPPP Lead / Subject Matter Expert
Alisha Olson, RA, LEED AP	Animal Shelter Subject Matter Expert

Dana Hendrix, PE, shall serve as Consultant's primary point of contact.

Consultant shall provide staffing and site presence sufficient to perform all services required by this Exhibit. Consultant shall manage its staffing within the not-to-exceed compensation established in Exhibit B.

The Construction Manager shall maintain regular field presence during active construction sufficient to provide the daily Project oversight, documentation, coordination, quality monitoring, and contractor accountability required by this Exhibit.

Substitution of the Project Manager, Construction Manager, or other key personnel identified above shall require the County's prior written approval. Any proposed replacement shall possess qualifications and experience equal to or greater than the individual being replaced.

13. SWPPP AND REGULATORY COMPLIANCE

Consultant shall provide the SWPPP oversight and coordination included in its Proposal and Exhibit B, including observation of Best Management Practice installation and maintenance, documentation of field conditions, identification of deficiencies, and tracking of corrective action.

Consultant shall coordinate qualified SWPPP personnel when required by the Project's regulatory requirements.

Consultant shall promptly notify the County of observed conditions that may result in regulatory noncompliance.

14. PROJECT RECORDS AND DOCUMENT CONTROL

Consultant shall maintain complete, accurate, organized, and contemporaneous Project records.

Project records shall include, as applicable, correspondence, meeting minutes, RFIs, submittals, change requests, change orders, payment documentation, schedule records, daily reports, photographs, inspection reports, testing records, deficiency logs, claims documentation, funding-compliance records, commissioning records, and closeout documentation.

Project records prepared under this Agreement shall be provided to the County electronically in an organized and reasonably searchable format upon request and at Project closeout.

15. COUNTY AUTHORITY AND APPROVAL

Consultant is authorized to administer and coordinate the Project on behalf of the County within the scope of this Agreement but shall have no authority to:

1. Amend the construction contract;
2. Approve a change in contract price or contract time;
3. Authorize additional or extra work resulting in additional County cost;
4. Waive requirements of the Contract Documents;
5. Direct work materially outside the Contractor's existing scope;
6. Make commitments on behalf of the County that create additional financial obligations; or
7. Execute contracts or amendments on behalf of the County,

unless specifically authorized in writing by the County's authorized representative.

Consultant shall make recommendations regarding such matters for County consideration and approval.

16. SERVICES INCLUDED IN COMPENSATION

Except as expressly authorized in writing by the County, the compensation set forth in Exhibit B includes all labor, supervision, administration, ordinary travel, mileage, routine Project meetings, vehicles, computers, software, communication devices, office supplies, cameras, and other resources necessary to perform the Scope of Work.

Consultant shall not be entitled to additional compensation because the actual distribution of hours among tasks or personnel differs from Consultant's estimate, provided the required Scope of Work remains unchanged.

No additional or out-of-scope services shall be performed without prior written authorization from the County. Consultant's performance of unauthorized additional services shall not obligate the County to compensate Consultant for such services.

17. TERM AND PROJECT SCHEDULE

Consultant shall commence services upon the effective date or upon written direction from the County and shall continue through completion of the Project and performance of the required closeout and warranty services, subject to the term of the Agreement.

Consultant acknowledges that construction schedules may change. Consultant shall coordinate its staffing and level of effort with actual Project activities and shall promptly notify the County if Consultant believes a material change in Project duration or scope will affect its ability to complete the services within the compensation authorized under Exhibit B.

A change in Project schedule alone shall not automatically increase Consultant's compensation.

EXHIBIT B: BUDGET

Interwest Consulting Group, Inc. Contractor/Consultant	**Administration** Department
Calaveras County Animal Services Facility Construction Management Description	**CIP** Division
September 22, 2026 through June 17, 2029 Agreement Term	**RFP # 25-1040-30-909** Project
1040-2604 Agreement Number / Project Number	**$690,300** Amount / **10401060** Org. Key / **5633** Object Code

1. MAXIMUM COMPENSATION

Compensation for all services described in Exhibit A shall be on a time-and-materials basis at the hourly rates stated below, subject to a maximum not-to-exceed amount of $690,300.00.

The estimated hours below are provided for budgeting and staffing purposes. They do not constitute guaranteed minimum hours or amounts payable to Consultant.

Personnel Role	Estimated Hours	Hourly Rate	Maximum Estimated Amount
Project Manager	450	$233.89	$105,251
Construction Manager	1,800	$237.89	$428,202
Scheduler	200	$220.89	$44,178
Cost Controls Lead	225	$220.89	$49,700
SWPPP Lead	160	$195.00	$31,200
Animal Shelter Lead	160	$198.56	$31,770
TOTAL NOT-TO-EXCEED	**2,995**		**$690,300**

2. INCLUDED COSTS

The hourly rates and not-to-exceed compensation include all routine costs necessary to perform the Scope of Work, including:

- Routine travel and mileage;
- Travel time;
- Routine Project meetings;
- Personnel and administrative support;
- Vehicles;
- Computers and software;
- Communication devices;
- Cameras and photographic documentation;
- Office supplies;

- Reproduction and ordinary document-management costs; and
- Other incidental costs necessary to perform the services described in Exhibit A.

No markup shall be permitted on included costs.

3. EXTRAORDINARY EXPENSES

Extraordinary travel or other extraordinary direct expenses not included within the anticipated Scope of Work shall not be reimbursable unless specifically approved in writing and in advance by the County's Contract Administrator.

County-approved extraordinary expenses shall be reimbursed at actual cost without markup and shall remain subject to the total not-to-exceed amount unless the Agreement is formally amended.

4. HOURLY RATE ADJUSTMENTS

The hourly rates identified in this Exhibit shall remain fixed unless an adjustment is expressly approved by the County through a written amendment to this Agreement.

No automatic rate escalation, Consumer Price Index adjustment, or other increase in hourly rates shall increase the County's obligations under this Agreement without prior written County approval.

6. BUDGET MANAGEMENT

Consultant is responsible for managing its level of effort within the authorized not-to-exceed amount.

Consultant shall provide the County with monthly reporting showing actual expenditures, committed or anticipated expenditures, percentage of budget expended, and remaining authorized compensation.

Consultant shall notify the County in writing when total compensation reaches 75 percent of the not-to-exceed amount and again when it reaches 90 percent, together with an updated estimate of the cost to complete all remaining services.

Consultant's failure to adequately monitor its expenditures shall not obligate the County to increase the Agreement amount.

7. NO PAYMENT FOR UNAUTHORIZED SERVICES

Consultant shall not perform services outside the Scope of Work or incur costs exceeding the not-to-exceed amount without prior written authorization from the County.

No oral direction, informal request, meeting discussion, email communication, or Contractor request shall constitute authorization to exceed the Scope of Work or maximum compensation unless approved in accordance with the Agreement and the County's applicable contracting authority.

Consultant assumes the risk of nonpayment for work performed without required County authorization.

CALAVERAS COUNTY BOARD OF SUPERVISORS AGENDA SUBMITTAL

Short Name/Subject Ordinance Rescinding Chapter 20.10	**Board Meeting Date** September 8, 2026	
Dept: **Administrative Office** **Div:** **Information Technology** **Department Head** Teresa Hitchcock **Phone:** 209-754-6025	**Supervisorial District Number** ☐D1 ☐ D2 ☐ D3 ☒ D4 ☐ D5 ☐ County Wide	Consent Agenda
Published Notice Required: Yes ☒ No ☐ **Public Hearing Required: Yes ☐ No ☒** **4/5 Vote Required: Yes ☐ No ☒**		**Estimated Time:** 0
Type of Document: Ordinance **PowerPoint Presentation Included: Yes ☐ No ☒**		

RECOMMENDATION:

(1) Adopt an ordinance rescinding Chapter 20.10 of the County Code; (2) Authorize summary publication; and (3) Find exempt from CEQA.

DISCUSSION/SUMMARY:

At its August 11, 2026 meeting, the Board of Supervisors directed staff to introduce an ordinance rescinding Chapter 20.10 of the County Code. On August 25, 2026, the Calaveras County Board of Supervisors introduced and waived the first reading of an ordinance rescinding Chapter 20.10 of the Calaveras County Code. On August 28, 2026, a summary of the proposed ordinance was published in the Valley Springs News for public review.

Chapter 20.10 (Tulloch Reservoir), adopted in 2008, was intended to support the Tri-Dam Hydroelectric Project in enforcing regulations below the 515-foot elevation contour. However, its provisions duplicate Tri-Dam's existing authority under its Federal Energy Regulatory Commission (FERC) license and Shoreline Management Plan. Tri-Dam already has comprehensive enforcement powers within the FERC Project Boundary, including the ability to issue stop-work notices, suspend or cancel permits, adjust fees, modify or remove non-compliant structures, require restoration at the owner's expense, and withhold future permit approvals until violations are resolved. The only additional authority Chapter 20.10 provides is County nuisance abatement below the 515-foot line—an authority rarely, if ever, used. The County retains full nuisance abatement and land use authority above that line.

Although Tri-Dam's Shoreline Management Plan anticipated a formal agreement with the County and potential funding for enforcement and management activities, staff found no evidence that any such agreement was executed or that Calaveras County has ever received funding. The Sheriff's Office can continue marine safety operations on Lake Tulloch under state law without reliance on Chapter 20.10, and the County will continue coordinating with Tri-Dam on development proposals affecting the Project Area using standard interagency permitting practices.

Maintaining duplicative Tri-Dam regulations in County Code has caused ongoing public confusion and offers no meaningful benefit to the County or its residents. Existing law enforcement practices and interagency coordination will continue unaffected if Chapter 20.10 is repealed. The County remains open to future negotiation with Tri-Dam for contracted services supported by fair compensation, consistent with Tri-Dam's own licensure documents

FINANCING:

Rescinding Chapter 20.10 will not have any impact on the General Fund. Minimal staff time was required in preparing the ordinance and agenda packet.

CEQA

The rescission of Chapter 20.10 of the County Code is exempt from the California Environmental Protection Act (CEQA) under 14 C.C.R. § 15061(b)(3), which exempts a project when it can be seen with certainty that there is no possibility that the activity in question could have a significant effect on the environment.

Chapter 20.10 of the County Code purports to regulate activities and structures that exclusively occur at or below the 515-foot contour line on the Calaveras County side of Lake Tulloch. All of these activities and structures are within the exclusive jurisdiction of the Tri-Dam Hydroelectric Project pursuant to its FERC license and accompanying Shoreline Management Plan, and they entirely duplicate regulations that already exist within Tri-Dam's Project Area. Tri-Dam's license and Shoreline Management Plan already vest it with the exclusive authority to regulate and enforce violations within its Project Area, and the agency zealously protects its authority to do so. The County is rarely, if ever, asked to exercise its nuisance abatement authority with respect to activities occurring solely at or below the 515-foot contour line, and the County retains its nuisance abatement authority for structures or activities occurring in whole or in part above that line. No additional development is being authorized through the repeal of Chapter 20.10, nor would its repeal authorize any new activities within Tri-Dam's Project Area. Therefore, there is no possibility that repealing Chapter 20.10 could have any significant effect on the environment within the meaning of CEQA.

ALTERNATIVES:
The Board of Supervisors (Board) may choose to do any of the following:

a) Adopt the ordinance rescinding Chapter 20.10 of the County Code as recommended; or

b) Continue the item to another date for further consideration. This option is not recommended unless the Board specifically requests additional information which cannot be obtained during this meeting; or

c) Decline to adopt the ordinance.

AN ORDINANCE RESCINDING IN FULL CHAPTER 20.10 OF THE CALAVERAS COUNTY CODE

The Calaveras County Board of Supervisors ordains as follows:

SECTION I. FINDINGS.

The Board of Supervisors finds as follows:

A. On September 16, 2008, the Board of Supervisors adopted ordinances purporting to establishing regulations for uses and structures on the Lake Tulloch Reservoir.
B. These ordinances, known as Chapter 20.10 of the County Code acknowledged The Tri-Dam Project's superior jurisdictional authority within its FERC-licensed project boundary.
C. The regulations contained in Chapter 20.10 pertain exclusively to activities and structures occurring on or adjacent to Lake Tulloch within Tri-Dam's project boundary.
D. Tri-Dam's FERC license and associated documents, including its Shoreline Management Plan, expressly require Tri-Dam to have the exclusive authority and responsibility to manage and enforce violations within all lands and waters within its Project Area.
E. Tri-Dam's FERC license and associated documents, including its Shoreline Management Plan, anticipated a contractual agreement with the Tri-Dam Project to the extent Tri-Dam sought the County's assistance with enforcement within the Project Area, but the County has no evidence of any contractual agreement ever having been executed.
F. Tri-Dam's FERC license and associated documents, including its Shoreline Management Plan, anticipated Tri-Dam incentivizing the Sheriff and other County employees to assist it with enforcement within the Project Area, but the County has no evidence of any such financial incentive ever having been offered.
G. The Sheriff is willing and able to continue enforcing State law on and around the Tulloch Reservoir despite the current absence of a contractual agreement or financial incentive.
H. The County rarely, if ever, exercises its nuisance abatement authority over structures or activities located solely at or below the 515-elevation contour within Tri-Dam's Project Area.
I. The regulations described in Chapter 20.10 already exist as part of Tri-Dam's responsibilities under its FERC license and associated documents, and Tri-Dam has long been exercising its jurisdictional authorities.

J. The rescission of Chapter 20.10 will not result in the County losing its authority to regulate and abate nuisances related to uses and structures above the 515-elevation contour in the Lake Tulloch Area, nor will it result in the County losing its ability to cooperate with Tri-Dam as a separate permitting agency on development approvals that require approvals from both the County and Tri-Dam.
K. The rescission of Chapter 20.10 will not result in the Sheriff's Office losing any inherent authority it already has to enforce State boating laws or other State laws on or around the Lake Tulloch Reservoir.
L. The rescission of Chapter 20.10 will have no bearing on Tri-Dam's authority to regulate Lake Tulloch within its Project Area as defined in its FERC license and associated documents.
M. A county ordinance that can be interpreted as conflicting with the federally mandated requirements of a FERC-licensed project may be deemed unlawful under federal law.
N. The duplication of Tri-Dam's regulations under its FERC license and associated documents within the text of County Code has resulted in confusion and frustration among County residents with homes and other structures along the Lake Tulloch reservoir, particularly when these homes and structures have portions that are partially above and partially below the 515' contour line. These residents have frequently expressed uncertainty about whether the County or Tri-Dam has the authority to regulate or enforce various laws, regulations, and ordinances with respect to their homes and development projects.
O. Tri-Dam itself has, from time to time, engaged in adversarial conduct and territorial spats with the County concerning the extent of its authority over lands in the Lake Tulloch region.
P. The existence of Chapter 20.10 has contributed to this confusion and strife, particularly in the absence of any underlying contractual agreement that more clearly states the agencies' respective authorities and roles and the extent to which they seek to voluntarily authorize each other's actions within their respective jurisdictions.
Q. For all of the aforementioned reasons, rescinding Chapter 20.10 of the County Code furthers the public health, safety, and welfare.

SECTION II. RESCISSION

~~**20.10.100 Definitions.**~~

~~The following words and phrases when used in this chapter are to be construed to have the following meaning:~~

~~"Aquaplane" means any device, including skis, used for the transportation of one or more persons upon the surface of the water, and which is pulled or towed by any boat, vessel or other motive power by means of a rope, chain, cable, wire or other connection.~~

~~"Boat" means any water vessel.~~

~~"Boathouse/covered boatslip" means a floating or fixed roofed structure with open or closed sides and designed for permanent or temporary watercraft storage.~~

~~"Boatlift" means a facility within or adjacent to a boatslip designed to lift a boat or watercraft above the normal water level for temporary or permanent storage purposes.~~

~~"Buoy" means a floating waterway marker.~~

~~"California Boating Law" means the provisions of law, adopted by the state of California for the purposes of regulating the operation of boats and other watercraft, including but not limited to relevant portions of Harbors and Navigation Code, Fish and Game Code, Health and Safety Code, Penal Code, Vehicle Code, Title 14 of the California Code of Regulations and applicable sections of Federal Inland Navigation Rules.~~

~~"County" means Calaveras County.~~

~~"Dock" means a facility located on the reservoir, which is designed to provide access to waterfront properties and accommodate the launching of non-motorized vessels and parking and/or in water storage of watercraft.~~

~~"Encroachment application" means the form upon which an applicant describes and officially requests permission for a given use or facility within the FERC Project Boundary and submitted to the county, Tri Dam and/or both agencies for processing.~~

~~"Encroachment permit" means a permit issued by the Tri-Dam Project, which provides authorization for a particular use of facility within the FERC project boundary.~~

~~"Encroachment project" means the placement, installation, construction, repair, maintenance or replacement of any structure, any excavation or the placement of any fill, at Tulloch Reservoir within the FERC project boundary.~~

~~"Excavation" means the removal of soil or rock material from within the FERC boundary.~~

~~"Facility" means any structure, use, or combination of structures that are placed within the FERC project boundary. A structure includes, but is not limited to, a boat ramp, dock, buoy or other mooring facility, basin, retaining wall, erosion protection system, float, access ramp, stairs or piers.~~

~~"Facility expansion" means the modification of an existing facility that results in an increase of its reservoir extension, increased decking square footage, increased dock size, an increase in the number of boats it can accommodate, or increases or decreases water storage quantities.~~

~~"Facility maintenance" means the reconfiguring or repairing of existing facilities in a like for like fashion. Rebuilds are minor in nature and do not result in any significant modification or expansion of project facilities.~~

~~"FERC" means the Federal Energy Regulatory Commission, the federal agency that issues permits for hydroelectric projects to non-federal entities and from whom Tri-Dam Project must obtain approval for any facilities within the FERC project boundary.~~

~~"FERC project boundary" or "project boundary" generally includes the reservoir surface and adjoining lands to the five hundred fifteen-foot contour elevation.~~

~~20.10.110 Purpose.~~

~~This chapter shall establish regulations for vessels operating on the reservoir, recreational users and related construction activities on Tulloch Reservoir that are supplemental to California Boating Law. The purpose of this chapter is to provide consistent policies for the regulation, operation and enforcement activities at Tulloch Reservoir. The goal is to ensure that the quality of Tulloch Reservoir as a resource for homeowners, public, recreation, fisheries, power generation and drinking supply is maintained.~~

~~The following regulations shall apply only to Tulloch Reservoir. Should a conflict exist between the regulations contained in this chapter and other sections of this Code, the more stringent shall apply.~~

~~20.10.120 General provisions.~~

~~A. All facilities installed, constructed or maintained within the reservoir and FERC project boundary shall be in full compliance with appropriate permitting regulations of the county and Tri-Dam.~~

~~B. No facility shall be installed, constructed or maintained within the FERC project boundary unless a permit has been issued by the county and an encroachment permit has been issue by the Tri-Dam Project.~~

~~C. The county and Tri-Dam Project shall work in concert to ensure the safe and efficient operation of Tulloch Reservoir.~~

~~D. Any dock, building or structure set up, erected, built, moved or maintained or any use of property contrary to the provisions of this chapter is unlawful and constitutes a public nuisance, and the fully constituted authorities of the county may immediately commence action or actions, enjoyment thereof in the manner provided by law, and may apply to such court or courts as may have jurisdiction to grant such relief as will abate and remove such facilities or structures or use and restrain and enjoin any person, firm or corporation from setting up. All docks and facilities installed within the FERC project boundary shall be concurrently reviewed and permitted by the county and the Tri-Dam Project prior to installation. The county shall not issue a permit without prior approval from the Tri-Dam Project. Any dock or other facility installed prior to 1979 shall be considered "grandfathered" into legal existence. Any expansion, reconstruction or other alteration shall be subject to full compliance with current regulations.~~

~~20.10.130 Reservoir authority.~~

~~Lands within the unincorporated county areas are subject to regulatory control of the county. The county acknowledges that the lands within the FERC project boundary are also subject to the permitting review and authority of the Tri-Dam Project. For the purposes of this chapter, Tri-Dam is considered the reservoir authority.~~

~~20.10.140 Boating.~~

~~A. All boat travel shall be in a counterclockwise direction.~~

~~B. All boats shall be in full compliance with California Boating Law, in terms of operation and equipment.~~

~~C. Except in an emergency situation, no person shall land any aircraft on Tulloch Reservoir, or parachute any person or object within the FERC project boundary, except as part of a scheduled program with specific approval of the county and concurrence of the reservoir authority.~~

~~D. No person shall operate on any portion of Tulloch Reservoir a boat towing a parasail or other type of parachute or sail capable of lifting a person or object above the surface of the reservoir.~~

~~E. It is unlawful to discharge or dump any waste of any kind into the reservoir.~~

~~F. It is unlawful to trailer launch a boat at other sites not designated and posted for launching, pursuant to rules adopted by the county, in conjunction with the reservoir authority.~~

~~G. It is unlawful to land, moor or dock a boat at sites designated, posted or restricted for other uses.~~

~~H. It is unlawful to offer to operate any boat for hire, or to take passengers upon a boat for a fee, without a written permit issued by the reservoir authority as authorized by FERC, or a contract or concession agreement with the reservoir authority or designee.~~

~~I. Prohibition of Houseboats. No watercraft, which is utilized for human habitation may be placed or operated on the reservoir, moored at a fixed or permanent mooring point without approval from the county and reservoir authority or designee. Water craft so operating and containing toilets or galleys will not use such toilets or galleys without prior written approval of the reservoir authority and county health department or to place on the reservoir any boat containing marine sanitation devices which, are not in conformity with federal or state laws, regulations or rules.~~

~~J. Operation of Boat Near Dam or Within Non-Motorized Boat Areas. It is unlawful to operate a boat within two hundred feet of a dam or within a buoy line designating the area as such. It is unlawful to operate a motorized boat in a non-motorized boat area.~~

~~K. Boat Trailers. It is unlawful for any person after unloading his/her boat to leave any boat trailer in public waters or to leave any boat trailer unattended within fifty feet of the waterline at Tulloch Reservoir, except within designated areas or facilities.~~

~~L. Personal Floatation Device(s). The number of personal floatation devices on board must be equivalent to the number of passengers onboard the watercraft as specified by California Boating Law.~~

~~M. Capacity. At no point shall the number of passengers aboard a watercraft exceed the listed capacity of the watercraft as established by the watercraft manufacturer.~~

~~20.10.150 - Swimming.~~

~~A. Areas designated and posted as exclusive swimming beaches and areas of the lake buoyed as exclusive swimming areas by the reservoir authority, shall be used only for the purposes of swimming, bathing, wading and diving. It is unlawful for any person, except in an emergency, to swim in any area designated as a "no swimming" area, or more than two hundred feet from the shore, or outside the boundaries of a marked swimming area, or to swim in a location, or in such a manner, as to create a hazardous or dangerous condition to the swimmer or any other person.~~

~~B. It is unlawful to use a beach designated and posted as an exclusive swimming area by the reservoir authority, for purposes of boating, aquaplaning, fishing or similar activities.~~

~~C. No person shall jump or dive from a public highway bridge.~~

~~20.10.160 Fishing.~~

~~A. Shore fishing and fishing while wading is permitted along any shoreline within open areas of the reservoir where no conflict exists with private property ownership, except in exclusive swimming areas designated and posted pursuant to Section 20.10.150 and except where posted "No Fishing" pursuant to rules adopted by the reservoir authority, in cooperation with the California Department of Fish and Game.~~

~~B. Fishing from boats is permitted everywhere except where posted "No Fishing" pursuant to a rule adopted by the reservoir authority, in cooperation with the California Department of Fish and Game.~~

~~C. No person shall fish from or upon a public highway bridge.~~

~~20.10.170 Speed limitation.~~

~~A. No person shall operate any boat in excess of forty-five miles per hour at any time on any portion of Tulloch Reservoir or, if in a restricted speed zone, in excess of five miles per hour unless at special events as authorized by the county.~~

~~B. The maximum speed at Tulloch Reservoir is five miles per hour between sunset and sunrise the following day.~~

~~C. Restricted speed zones may be established by the reservoir authority. Such restricted speed zone areas shall be reasonably marked or delineated by buoy markers. Restricted speed laws established by this subsection are in addition to general speed limits established by state law.~~

~~20.10.180 Sanitation.~~

~~A. All boats operating on the reservoir shall be sufficiently equipped and maintained such that there is no degradation to the quality of water within the reservoir.~~

~~B. It is unlawful for any person to dump or place into the reservoir any human or other animal waste, garbage, trash, gasoline, oil, sawdust, debris or other foreign matter whether from a boat, the shore or any other place.~~

~~C. It is unlawful for any person to wash, rinse or otherwise clean cooking or eating utensils, food, clothing, camping equipment or other articles in the reservoir.~~

~~**20.10.190. Miscellaneous regulations.**~~

~~A. Supervised Boat Races and Water Shows. Special events require application for and approval by the county subject to agreement of the reservoir authority. The provisions of this chapter and the regulations adopted pursuant to this section shall not be construed to prohibit or restrict the operation of any boat actually competing in a race or regatta over a marked racing course or the operation of any boat, aquaplane or water skier actually participating in a water show, when such race, regatta or water show is previously authorized and actively supervised by the county with prior agreement by the reservoir authority.~~

~~B. Transport of Noxious Plants or Wildlife. It is unlawful for any person to transport noxious plants or wildlife to the reservoir. All vessels shall be inspected by the owner and/or operator prior to launching said vessels and appropriate action taken to prohibit the introduction of noxious plants or wildlife from foreign reservoirs being introduced and/or imported to Tulloch Reservoir.~~

~~**20.10.200 Enforcement.**~~

~~The sheriff and his/her deputies, public officers and employees shall have the authority to enforce the provisions of this chapter and the provisions of any other statute, ordinance or regulations relating to boating safety or sanitation.~~

SECTION III. CEQA

The rescission of Chapter 20.10 of the County Code is exempt from the California Environmental Protection Act (CEQA) under 14 C.C.R. § 15061(b)(3), which exempts a project when it can be seen with certainty that there is no possibility that the activity in question could have a significant effect on the environment.

Chapter 20.10 of the County Code purports to regulate activities and structures that exclusively occur at or below the 515-foot contour line on the Calaveras County side of Lake Tulloch. All of these activities and structures are within the exclusive jurisdiction of the Tri-Dam Hydroelectric Project pursuant to its FERC license and accompanying Shoreline Management Plan, and they entirely duplicate regulations that already exist within Tri-Dam's Project Area. Tri-Dam's license and Shoreline Management Plan already vest it with the exclusive authority to regulate and enforce violations within its Project Area, and the agency zealously protects its authority to do so. The County is rarely, if ever, asked to exercise its nuisance abatement authority with respect to activities occurring solely at or below the 515-foot contour line, and the County retains its nuisance abatement authority for structures or activities occurring in whole or in part above that line. No additional development is being authorized through the repeal of Chapter 20.10, nor would its repeal authorize any new activities within Tri-Dam's Project Area. Therefore, there is no possibility that repealing Chapter 20.10 could have any significant effect on the environment within the meaning of CEQA.

SECTION IV. SEVERABILITY

If any portion of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION V. EFFECTIVE DATE

This ordinance shall be in full force and effect thirty (30) days after its adoption by the Board of Supervisors. As provided by law, a summary of its contents shall be published once within fifteen (15) days of its adoption in a newspaper of general circulation within the County.

PUBLIC NOTICE
COUNTY OF CALAVERAS

SUMMARY PUBLICATION
ORDINANCE NO. ____

On September 8, 2026, the Calaveras County Board of Supervisors adopted an uncodified ordinance rescinding Chapter 20.10 of the County Code -- Tulloch Reservoir, because it duplicated and was subservient to the Tri-Dam Project's existing federal regulatory scheme. The ordinance is exempt from CEQA pursuant to 14 C.C.R. § 15061(b)(3), and it takes effect and becomes operative thirty days after adoption.

Adopted September 8, 2026 by the following vote:
AYES:
ABSENT:
NOES:

/s/ Rebecca Turner
Clerk of the Board of Supervisors,
County of Calaveras

Calaveras County Legal Notices

PUBLIC NOTICE
COUNTY OF CALAVERAS

Public Notice of Recorder Notification Program Fee

Pursuant to Government Code section 27297.7, all counties are required to establish and implement a recorder notification program by January 1, 2027. The program is intended to provide an additional layer of protection for property owners by notifying them when a deed, quitclaim deed, mortgage, or deed of trust affecting their property is recorded.

Beginning **January 1, 2027**, an additional $4.00 fee will be charged for the recording of each deed, quitclaim deed, mortgage, or deed of trust, in Calaveras County as authorized by Government Code section 27297.7. The fee will be used to recover the costs of administering the notification program.

Applicable documents must include the Assessor's Parcel Number(s) (APN) on the first page.

The notification fee does not apply when the federal government, State of California, a county, city, or other subdivision of the state is the grantee.

For questions regarding the Recorder Notification Program or recording fees, contact:
Calaveras County Clerk-Recorder
891 Mountain Ranch Road, San Andreas, CA 95249,
(209) 754-6372

Recorderweb@calaverascounty.gov
clerkrecorder.calaverasgov.us

This notice is provided pursuant to Government Code section 27297.7.

/s/ Rebecca Turner
Clerk of the Board of Supervisors
County of Calaveras

Published: **August 28, 2026 VSN**

Calaveras County Legal Notices

PUBLIC NOTICE
COUNTY OF CALAVERAS

SUMMARY PUBLIC NOTICE

On August 25, 2026, the Calaveras County Board of Supervisors introduced and waived the first reading of an uncodified ordinance rescinding Chapter 20.10 of the County Code — Tulloch Reservoir because it duplicates and is subservient to the Tri-Dam Project's existing federal regulatory scheme. The ordinance is exempt from CEQA pursuant to 14 C.C.R. § 15061(b)(3), and it would take effect and become operative thirty days after adoption, with publication according to law.

Copies of the Ordinance being considered for adoption are on file with the Calaveras County Clerk located at 891 Mountain Ranch Road, San Andreas, CA 95249.

NOTICE IS HEREBY GIVEN that the Calaveras County Board of Supervisors will consider the above summarized ordinance for adoption at the regular meeting of the Board of Supervisors to be held September 8, 2026 at 9:00 a.m., or as soon thereafter as the item is called, in the Board of Supervisors Chambers as noticed in the published agenda for said meeting, locted at 891 Mountain Ranch Road, San Andreas, California 95249.

/s/ Rebecca Turner
Clerk of the Board of Supervisors,
County of Calaveras

Published: **August 28, 2026 VSN**

Calaveras County Legal Notices

PUBLIC NOTICE
COUNTY OF CALAVERAS

SUMMARY PUBLIC NOTICE

On August 25, 2026 the Calaveras County Board of Supervisors introduced and waived the first reading of an ordinance amending Chapter 2.06 of the Calaveras County Code, regarding the requirement for Assessor's Parcel Number (APN)s on documents presented for recordation. The ordinance would conform the County's existing requirements to current state law, including Government Code section 27297.7, by applying the APN requirement to additional types of recorded documents.

The ordinance would take effect and become operative thirty (30) days after adoption, with publication according to law.

Copies of the Ordinance being considered for adoption are on file with the Calaveras County Clerk located at 891 Mountain Ranch Road, San Andreas, CA 95249.

NOTICE IS HEREBY GIVEN that the Calaveras County Board of Supervisors will consider the above summarized ordinance for adoption at the regular meeting of the Board of Supervisors to be held September 8, 2026, at 9:00 a.m., or as soon thereafter as the item is called, in the Board of Supervisors Chambers, located at 891 Mountain Ranch Road, San Andreas, California 95249.

/s/ Rebecca Turner
Clerk of the Board of Supervisors,
County of Calaveras

Published: **August 28, 2026 VSN**

CALAVERAS COUNTY BOARD OF SUPERVISORS AGENDA SUBMITTAL

Short Name/Subject Approve Amendment 03 to 19Six Architects	**Board Meeting Date** September 8, 2026	
Dept: **Administrative Office** **Div:** **Information Technology** **Department Head** Teresa Hitchcock **Phone:** 209-754-6025	**Supervisorial District Number** ☐D1 ☐ D2 ☐ D3 ☐ D4 ☐ D5 ☒ County Wide	Regular Agenda
Published Notice Required: Yes ☐ No ☒ **Public Hearing Required: Yes ☐ No ☒** **4/5 Vote Required: Yes ☐ No ☒**		**Estimated Time:** 0 Minutes
Type of Document: Agreement **PowerPoint Presentation Included: Yes ☐ No ☒**		

RECOMMENDATION:

Authorize the Board Chair to execute Amendment 03 to the Professional Services Agreement with 19six Architects for architectural and engineering services for the New Behavioral Health Building, increasing the not-to-exceed amount by $29,750, from $1,404,680 to $1,434,430, for additional services not anticipated or included within the original scope of work.

DISCUSSION/SUMMARY:

On January 23, 2024, the County entered into a Professional Services Agreement with 19six Architects for architectural and engineering services associated with the development of the New Behavioral Health Building located at 891 Mountain Ranch Road in San Andreas. The original Agreement included programming, schematic design, design development, preparation of construction documents, bidding assistance, and construction contract administration services.

The original Agreement was established at a not-to-exceed amount of $1,383,830. The scope contemplated development of the new facility based upon the project requirements, site information, existing documentation, and agency requirements known or reasonably anticipated at the time the scope was developed.

On September 23, 2025, the Board approved Amendment 01 to add services associated primarily with additional work and coordination required by the San Andreas Sewer Utility District and increased the not-to-exceed amount to $1,404,680. Amendment 01 also modified the construction administration scope to account for the additional utility-related work.
On April 24, 2026, Amendment 02 extended the term of the Agreement through June 30, 2027, to accommodate the construction schedule. Amendment 02 did not increase the contract amount.

The project has now entered the construction phase. During continued project development and construction activities, three circumstances have arisen that require professional services beyond those anticipated and included within the existing Agreement. Administration reviewed the requested services against the existing contractual scope and determined that the services described below represent additional scope rather than services already included within 19six's existing design or construction administration obligations.

Amendment 03 is therefore necessary to formally add these services to the Agreement and provide the associated compensation.

As the project progressed through the CPUD permitting process, it was determined that CPUD requires off-site water facilities located on private property to be supported by a recorded easement before CPUD will accept the water line into its system. This created a new project requirement that was not included within the original architectural and engineering scope.

The additional services include confirming easement requirements with CPUD, preparing the necessary documentation and exhibits, coordinating with affected property owners, CPUD and County staff, and facilitating recordation of the required easement. Because neither the need for creation of a new easement nor the associated surveying, legal description, plat preparation, property coordination, and recordation services were identified or anticipated within the original scope, Administration considers the $16,500 to be a valid additional service.

Civil Engineering Services for Unforeseen Utility Conditions – $5,200

During project development and construction, unforeseen conditions associated with existing sewer and water infrastructure were identified. These existing conditions were not documented or otherwise known when the original scope was developed and required additional civil engineering analysis and coordination beyond that contemplated by the Agreement.

The additional services include investigation and assessment of the unanticipated sewer and water infrastructure conditions, civil engineering analysis and necessary design revisions or technical documentation, and additional coordination with the San Andreas Sanitary District, CPUD, the County, Vanir, and the General Contractor.

While the existing Agreement includes normal architectural and engineering services through construction, these services arise specifically from physical utility conditions that were not known or reasonably anticipated when the original scope was established. The additional effort is therefore not simply an increase in the level of normal construction administration, but professional engineering work required to investigate and resolve previously unknown site utility conditions.

Administration considers the associated $5,200 to be a valid additional service.

County-Requested Roof Tie-Off – $8,050

During construction, the County requested that a roof tie-off anchor be added to the high roof above the main lobby. The roof tie-off was not included as a project requirement during programming or design and was therefore not incorporated into the original Contract Documents.

Additionally, because there is no rooftop equipment requiring maintenance access at this location, roof access and tie-off anchors were not otherwise required by Code. The requested tie-off therefore represents a new Owner-requested project feature rather than completion or correction of an element required by the original design.

Adding the tie-off after completion of the design requires additional structural engineering and modification of the Contract Documents, including structural calculations, framing revisions, a top-track splice repair detail, preparation of an Architectural Supplemental Instruction, and coordination with the County, design team, and contractor.

Because the County requested this feature during construction and it was not part of the project requirements upon which the original scope and fee were developed, Administration considers the associated $8,050 to be a valid additional service.

Amendment 03 adds only the services Administration has determined are demonstrably outside the scope of the existing Agreement:

Additional Service
Easement Field Study, Legal Description and Plat
Civil Engineering Services for Unforeseen Utility Conditions
County-Requested Roof Tie-Off
Total Amendment 03

The proposed Amendment 03 increases the Agreement from $1,404,680 to $1,434,430 and incorporates these additional services into Exhibit A.

Administration has reviewed other additional service requests submitted during construction and has not included costs where the work has not been sufficiently established as additional County scope or where responsibility for the cost has not been established as belonging to the County. This amendment is intentionally limited to those services for which Administration has determined there is a clear contractual basis for additional compensation.

This approach distinguishes legitimate changes in project scope and unforeseen conditions from normal services already required under the Agreement, consultant or subconsultant coordination responsibilities, and costs that may arise from errors, omissions, or non-conforming construction work.

FINANCING:

The project is funded through the California Behavioral Health Continuum Infrastructure Program (BHCIP) Grant. Necessary budget appropriations have been included in the FY 2026/27 CIP budget (10401060-5642).

ALTERNATIVES:

The Board may choose to do any of the following:

1. Enter into Amendment 03 as recommended by the Department, authorizing the additional scope of work and increasing the not-to-exceed amount by $29,750 to $1,434,430.

2. Continue the item to a future meeting and direct staff to provide additional information.
3. Decline to enter into Amendment 03. This alternative is not recommended because the services included in the amendment result from requirements, unforeseen conditions, and an Owner-requested modification that were not anticipated or included within the original scope and are necessary for continued completion of the project.

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT 03

19six Architects	Administration
Contractor/Consultant	Department
Behavioral Health Building Architectural and Engineering Services Amendment 03	**CIP- Behavioral Health**
Description	Division
January 23, 2024 through June 30, 2027	**New Behavioral Health Building**
Agreement Term	Project

Agreement Number	Project Number	Amount	Org. Key	Object Code
0020-2401-A03		**$1,434,430**	**10401060**	**5642**

WHEREAS, on January 23, 2024, Calaveras County ("County") and 19six Architects ("Contractor") entered into a professional services agreement ("Agreement") to provide architectural and engineering services for the County's new behavioral health building; and

WHEREAS, Section 3 of the Agreement provides that it may be amended by mutual consent of the parties; and

WHEREAS, the Parties previously amended the Agreement for a first time on September 23, 2025, to add additional services and to increase the total compensation; and

WHEREAS, the Parties previously amended the Agreement for a second time on April 24, 2026 in order to extend the term of the Agreement; and

WHEREAS, the Parties now wish to amend the Agreement for a third time in order to add additional services and to increase the total compensation.

NOW, THEREFORE, be it mutually agreed that the Agreement be modified and amended as set forth herein. All terms and conditions of the Agreement, as modified by Amendments 01 and 02, shall remain in full force and effect except as specifically modified by the following:

Section 2. COMPENSATION
Shall be amended and replaced in its entirety as follows:

2.1. Total Compensation: For the services described in Section 1 above, and subject to the condition that the specified task has been completed as set forth in Section 1.3 above, Consultant shall be compensated at the rates as set forth in Exhibit B: Budget/Rates, attached hereto and incorporated herein by this reference provided, however. the total amount of compensation to be paid Consultant for the services described in Section 1 shall not exceed one million, four hundred thirty-four thousand four hundred thirty dollars ($1,434,430).

2.2. Separate Accounting: To the extent that Consultant is performing other projects for the County at other locations and pursuant to other Agreements, the Consultant shall maintain complete and separate accounting for each project. Invoices for compensation and reimbursement shall be similarly separated.

2.3. Expense Reimbursement: Consultant shall not be entitled to reimbursement for any expenses other than those described in Section 1 above and as identified in Exhibit B: Budget/Rates.

No funds paid to Consultant through this Agreement shall be utilized to compensate employees of Consultant for overtime or compensatory time off, except to the extent that Consultant is required to pay for overtime or compensatory time off pursuant to the Fair Labor Standards Act of 1938, 29 USC Section 201 et seq., or applicable State law.

If federal funds are expended under this Agreement, costs claimed under this Agreement are subject to the following federal publication (current publications are available online and can be found at www.whitehouse.gov/omb/circulars/): Uniform Guidance: 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements.

2.4. Overpayment: If County overpays Consultant for any reason, Consultant agrees to return the amount of such overpayment to County or at County's option, permit County to offset the amount of overpayment against future payments owed to Consultant under this Agreement or any other Agreement.

EXHIBIT A- Description of Services

Shall be replaced in its entirety.

EXHIBIT B- Budgets/Rates

Shall be replaced in its entirety.

All other terms and conditions shall remain unchanged.

[Remainder of page left intentionally blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

County

Chair
Board of Supervisors

Date

Contractor

Greg Tonello AIA
Greg Tonello AIA (09/02/2026 16:21:14 PDT)

Greg Tonello
AIA, LEED, AP, Principle-In-Charge

Date

Calaveras County Counsel

Approved as to Legal Form:

Sarah Edwards (09/02/2026 16:23:59 PDT)

Signature

Attest

Rebecca Turner, Ex-Officio Clerk of the Board of Supervisors

EXHIBIT A: DESCRIPTION OF SERVICES

19six Architects	Administration
Contractor/Consultant	Department
Behavioral Health Building Architectural and Engineering Services Amendment 03	**CIP- Behavioral Health**
Description	Division
January 23, 2024 through June 30, 2027	**New Behavioral Health Building**
Agreement Term	Project

Agreement Number	Project Number	Amount	Org. Key	Object Code
0020-2401-A03		**$1,434,430**	**10401060**	**5642**

PROJECT:

New Behavioral Health Building

PROJECT LOCATION:

891 Mountain Ranch Road, San Andreas, CA 95249

PROJECT OVERVIEW:

Project Development Phase 1 - Programming Review & Schematic Design

Assessment of current and projected space needs for the Calaveras County Behavioral Health Division. Review of completed study documents, development of functional relationships, and priorities with interior and exterior spaces. Synthesis of data gathered to develop a framework of spaces and adjacencies to inform the design of a new building complex. Development of schematic building space and room layouts according to the assessment and synthesis of needs. Presentation of summary of findings to public and county.

Project Development Phase 2 - Design, Development, Construction Documents, Bidding, and Construction Administration

Construction of a new Behavioral Health Building at 891 Mountain Ranch Road, San Andreas, CA 95249, adjacent to Mountain Ranch Road and Government Center Road to replace 6 separate antiquated facilities in Calaveras County. Architectural services include Design Development, Construction Documentation, Bidding Assistance, and Construction Administration. The new Behavioral Health Building is anticipated to be one multi-story building or facility consolidating (5) separate county components, estimated at 15,000 - 20,000 square feet. The building is to include administration offices, wellness center, reception spaces, main entrance, first responder entrances, group rooms, conference rooms, staff wellness rooms, lactation rooms, elevator and stairs, pharmacy, restrooms, showers, IT and data closets, janitorial areas, breakrooms, children, and adult indoor/outdoor spaces, solar covered parking.

SCOPE OF WORK:

Phase 1 A - Programming Review

Development of program requirements/operational needs for the building based on information gathered and assimilated from activities described herein. Programming tasks will include meetings and communications with representatives of the users and stakeholders, Calaveras County Behavioral Division, and other County staff to gather, validate, and/or update existing Program documentation as may be made available. General space allocation requirements and basic functions to be developed for users that are not tenants, but require space in the facility, i.e., facilities staff.

Organize Existing Documentation

19six will organize existing documentation and analyze data that generates parameters and information for interviews, and program documents including available program data, organizational charts, current and projected staff levels, space standards, site surveys, site amenities, and restrictions, geotechnical reports, community characteristics, climatological data.

Internal Project Kickoff Meeting

19six will facilitate an internal project kickoff meeting with the representatives of the stakeholders, Calaveras County Behavioral Health Division and other County staff to communicate the Project Plan, and proposed schedule, gather background information, and solicit comments and questions including:

- The proposed strategy and sequence of events for the processes to be undertaken by this group.
- Present a project schedule for the building outlining major milestones, stakeholder activities, input and review periods, and critical decision deadlines.
- Discuss known difficulties to overcome, ie: sensitive issues.
- Discuss thoughts relating to objectives, criteria, and concepts of the project, ie: image, working environment (ie: internal/external private office locations), employee and visitor amenities, change and growth, and sustainability goals.
- Confirm departments and/or other entities who will require space in the facility and ascertain space allocation and functional needs.

Program Document

19six will develop a Program Document defining quantitative and qualitative requirements and operational needs for the building including:

- Programming interviews to gather, validate, and or update Program documentation.
- Conduct a walkthrough of existing facilities and hold a series of meetings with representatives of stakeholders, Calaveras County Behavioral Health Division and other County Staff to better understand the project needs. Develop an understanding of inter-relationships between the Behavioral Health Division workgroups and teams.
- Preparation of General Program Document including overall objectives, criteria, and concepts of the project, ie: image, working environment, employee and visitor amenities, sustainability,

change, and growth of Parameters of Success.

- Preparation of Building Program Document including staffing projections, workstation/private offices, wellness center, reception spaces, main entrance, first responder entrances, group rooms, conference rooms, staff wellness rooms, lactation rooms, elevator and stairs, pharmacy, restrooms, showers, IT and data closets, janitorial areas, breakrooms, children and adult indoor/outdoor spaces, space allocation standards, adjacency requirements, specific room/space criteria database for conditioning, power, lighting, communications, security, audiovisual, and acoustics.
- Preparation of Site Program Document report including parking requirements for staff and visitors, functional space allocation, adjacency requirements, circulation requirements, materials delivery, storage, and special area requirements.
- Preparation of Basis of Design (BOD) including requirements of the County and Cal-Green Building Code and Owners Program Requirements (QPR), design objectives for Site and Building Systems. The QPR information will be obtained through interviews with representatives of the County's staff are responsible for establishing maintenance and operations criteria for the facilities. BOD and OPR development activities will be coordinated with the Commissioning Agent.

Leadership in Energy and Environmental Design (LEED)/Sustainability

19six will identify opportunities and options that will promote concepts of sustainability and environmental sensitivity in the development of the project. Based on the County's priorities for sustainability, 19six will benchmark the design with the appropriate green rating system such as LEED or overarching sustainability goals such as carbon neutrality and/or net zero energy. LEED standards will be used as a guideline for sustainability and environmental sensitivity considerations. 19six will develop a use/benefit analysis of the identified sustainable design strategies and assist the County in decisions on how sustainable design strategies can be incorporated in the project design.

Agency Review

19six will facilitate meeting(s) with stakeholders, Calaveras County Behavioral Health Division, and other County Officials having jurisdiction over the project, including Planning, Building, and Fire Departments to solicit feedback.

Progress Meetings

At stages appropriate to the progress of the work, 19six will facilitate Progress Meetings with representatives of the stakeholders, Calaveras County Behavioral Health Division, other County staff, and other members of the project team to review progress, determine preferred alternatives and secure approval to proceed.

Phase 1 a Meetings

• Web Based Internal Project Kickoff Meeting

• Up to two Web Based Progress Meetings

• Up to two Web Based Agency Review Meetings

Phase 1 a Deliverables

• Evaluation and recommendation of sustainable design strategies and benchmark program(s)

• Basis of Design and Owners Program Document

• Discipline Specific Program Information - Preliminary, Draft Final, and Final

Phase 1 B - Schematic Design

Development of two and three-dimensional responses to the program needs of the project in the form of alternative conceptual plans based on the approved programming document. Then continued development of the conceptual design alternatives approved by the County into schematic design alternatives and final schematic design.

Preparation of Schematic

• Site Plan

• Floor Plans/Space Plans

• Reflected Ceiling Plans

• Roof Plans

• Exterior Elevations and Building Sections

• Narratives of proposed structural systems and land design parameters for specialized systems and equipment design constraints.

• Narratives of proposed systems for basic mechanical, plumbing, electrical, fire sprinklers and fire alarm systems.

Conceptual Site and Building Design

19six will prepare alternative site and building layout plans and elevations indicative of massing, volumes, and orientation, building access, building infrastructure/utility distribution area, interior spaces and circulation, exterior spaces, site access and circulation, vehicular parking and circulation, wellness, sustainability, and energy considerations. Develop conceptual level designs for each layout, including floor plans, site circulation plans, and related site areas such as outdoor spaces, garden areas, secure sports pads, solar covered parking areas, EV charging areas, material storage, landscaping, fences, and gates.

Energy Concepting, Modeling, and Basis of Design

19six will identify and evaluate alternative energy conservation strategies and develop “benchmark" designs based on program requirements and Title 24 energy compliance requirements. 19six will evaluate and make recommendations on energy strategies such as daylighting, building shading and glazing elements, photovoltaic power generation, solar space heating and domestic water heating, lighting, natural ventilation, under-floor air distribution, and high efficiency mechanical equipment.

Code/ Accessibility Analysis

19six will prepare a Building Code/Access Compliance Analysis identifying compliance criteria based on the California Building Code (CBC) and Americans with Disabilities Act (ADA).

Agency Review

19six will facilitate meeting(s) with representatives of stakeholders, Calaveras County Behavioral Health Division, other County agencies having jurisdiction over the project, including Planning, Building, and Fire Departments to present the project and solicit feedback.

Estimate of Probable Construction Cost

Based on 90% Schematic Design progress documents approved by the County, 19six will prepare an estimate of probable construction cost. The estimate will consider anticipated cost of construction, factors for escalation (inflationary effects on construction materials and labor), and contingencies (for project unknowns). Consultants will review and comment on estimate prepared by 19six cost estimating consultant.

Progress Meetings

At stages appropriate to the progress of the work, 19six will facilitate in Progress Meetings with representatives of the stakeholders, Calaveras County Behavioral Health Division, other County staff, and other members of the project team to review progress, determine preferred alternatives and secure approval to proceed.

Phase 1 b Meetings:

• Up to Three Web Based Progress Meetings with 19six.
• One Web Based Agency Review Meeting

Phase 1 b Schematic Design Deliverables

• Schematic Design Documents
• Entitlements Review and Approvals
• Narrative of Proposed Structural/Utility System Selection
• Review Statement of Estimate of Probable Construction Cost 90% Progress

Phase 2A - Design Development

Phase 2a activities will consist of the further refinement of the Schematic Design, approved by the County through the design development process. Design development tasks will include establishing, evaluating, and selecting interior design direction and finalizing the architectural design and engineering systems and selections for the project.

Interior Design

Interior design tasks will include an imaging exercise that will establish an interior design theme to be further developed in construction documents including, volume studies of interior spaces, alternative image study boards & concepts, alternatives for interior building standards ie: doors, hardware, ceilings, lighting, and plumbing fixtures.

Code/Accessibility Analysis Update

Based on design development exhibits 19six will update the code/access compliance analysis.

Estimate of Probable Construction Cost

Based on final 90% design development progress documents approved by the County, 19six will prepare an estimate of probable construction cost. The estimate will consider anticipated cost of construction, factors for escalation (inflationary effects on construction materials and labor), and contingencies (for project unknowns). Consultants will review and comment on estimate prepared by 19six cost estimating consultant.

Progress Meetings

At stages appropriate to the progress of the work, 19six will facilitate in Progress Meetings with representatives of the stakeholders, Calaveras County Behavioral Health Division, other County staff, and other members of the project team to review progress, determine preferred alternatives and secure approval to proceed.

Phase 2a Meetings

• Up to Three Web Based Progress Meetings with 19six.
• One Web Based Agency Review Meetings.

Phase 2a Design Deliverables

• Design Development 30%, 60% and Final Progress
• Estimate of Probable Construction Cost 90% Progress.

Phase 2b - Construction Documents

Phase 2b activities will consist of the preparation of final construction documents (drawings and project manual/specifications) setting forth in detail the construction requirements for the project.

Project model to be developed in Revit 2024, Construction Document LOD level 300.

Interior Design

Interior design tasks will finalize theme established in Design Development including material/sample boards representing two alternatives for interior materials, finishes and colors, finish schedules for interior materials, finishes and colors, building standards for doors, hardware, ceilings, lighting, plumbing fixtures, and appliances.

Update Code/Accessibility Analysis

Based on construction document exhibits 19six will update the code/access compliance analysis.

Agency Review

19six will facilitate meeting(s) with representatives of the Calaveras County Behavioral Health Division, and other County agencies having jurisdiction over the project to present the project and solicit feedback.

Building Permit Processing

19six will be responsible for the processing of application for building permit and will submit, track, and

route the permit applications, resubmittals, and related documents.

Modification to *Construction Documents* Scope *Amendment 01*

19six to perform additional work and coordination related to San Andreas Sewer Utility District required repairs to existing sewer infrastructure as prerequisite to their approval of permit application.

Estimate of Probable Construction Cost

Based on final construction documents approved by the County, 19six will prepare an estimate of probable construction cost. The estimate will consider anticipated cost of construction. factors for escalation (inflationary effects on construction materials and labor), and contingencies (for project unknowns). Consultants will review and comment on estimate prepared by 19six cost estimating consultant.

Progress Meetings

At stages appropriate to the progress of the work. 19six will facilitate in Progress Meetings with representatives of the stakeholders, Calaveras County Behavioral Health Division, other County staff, and other members of the project team to review progress, determine preferred alternatives and secure approval to proceed.

Phase 2b Meetings

• Up to Four Web Based Progress Meetings with 19six
• One Web Based Agency Review Meeting

Phase 2b Design Deliverables

• Construction Documents 30%, 60% and 90% (Permit Sets)
• Construction Documents Final Progress (Bid Sets) with Book Specification
• Estimate of Probable Construction Cost 90% Progress.

Phase 2C - Project Bidding

Project Bidding

19six will assist the County in preparing the final bidding documents including:

• Incorporating bid alternates as directed by the County.
• Answer bid questions and prepare of any addenda.
• Conduct pre-bid conference as scheduled by the County.

Phase 2c Meetings

• One (1) Pre-Bid Walk-Through

Phase 2c Design Deliverables

• Bid Documents and Addenda to be Provided to County in PDF Format

Phase 2D - Project Construction Contract Administration

19six will assist the County in connection with administration of the construction contract including:

• Attendance of pre-construction conference and mobilization conference meetings.
• Facilitate periodic field visits.

• Provide consultant meeting motes and field observation reports.
• Review of submittals and shop drawings
• Assistance to the County in answering contractor requests for information (RFI) as required.
• Review of Proposed Change Orders (PCO's)
• Preparation of the punch list for substantial completion and assistance with final closeout.
• Preparation of "Record Documents" reflecting bid addenda and changes to be based on contractors "As Built Documents" Field Documents. Documents shall be provided in PDF format.

Modification to Construction Administration Scope Amendment 01

19six to perform additional work and coordination related to San Andreas Sewer Utility District required repairs to existing sewer infrastructure as prerequisite to their approval of permit application.

Modification to Construction Administration Scope Amendment 03

ASR#3, Task B01- Easement Field Study, Legal Description and Plat

19six shall perform all services necessary to identify, prepare, and coordinate the creation of any required easements associated with off-site water line installations. The original Contract did not include the assumption that easement creation would be required, as no available information indicated that the subject water line was a public facility owned by Calaveras Public Utility District (CPUD), nor did the County Campus Title Report identify any existing easement.

As required by CPUD Permit conditions and Section 6.00 of the CPUD Standards (Easements, Right-of-Ways and Permits), all off-site installations located on private property must be supported by a recorded easement granting CPUD the right to construct, maintain, and operate its facilities. CPUD will not accept the water line into its system until such an easement is recorded.

Under this Scope of Work item, the Consultant shall:

• Confirm easement requirements with CPUD
• Prepare all necessary documentation and exhibits to support easement creation
• Coordinate with property owners, CPUD, and County staff to secure approval
• Facilitate recordation of the required easement with the appropriate agency

ASR#3, Task B02- Construction Support Services Due to Unforeseen Conditions

19six shall provide additional civil engineering services necessary to evaluate and resolve unforeseen sewer and water utility conditions discovered during project development. These conditions were not anticipated in the original Contract scope of work and require specialized analysis, coordination, and design modifications to ensure compliance with all applicable agency requirements.

Under this Scope of Work item, the Consultant shall:

• Investigate and assess unanticipated site sewer and water infrastructure issues
• Perform civil engineering analysis and prepare any required design revisions or technical documentation

• Coordinate all necessary reviews, approvals, and technical discussions with the following agencies and project partners:

– San Andreas Sanitary District

– Calaveras Public Utility District

– County of Calaveras

– Vanir

– Roebbelen

• Support the County and project team in resolving utility conflicts and confirming acceptable solutions for construction and long-term operations

ASR#5- Roof Tie-Off

During construction, the County (Owner) requested a change to the Contract Documents to add a roof tie-off at the high roof above the main lobby (Roof "B"). This feature was not identified during project scoping or design phases, and because no rooftop equipment requires maintenance access, neither roof access nor tie-off anchors are required by Code. The County's request for redesign of the structural system to support a roof tie-off constitutes an Out-of-Sequence Request initiated during construction. Additional structural engineering services are therefore required to design and coordinate the tie-off system.

Under this Scope of Work item, the Consultant shall:

• Provide structural engineering design for the new roof tie-off anchor, including updated drawings and structural calculations. The anchor shall be designed to resist 5,000 pounds in any direction.

• Prepare and issue framing revision details needed to support the tie-off anchor installation.

• Provide a top-track splice repair detail to facilitate installation of the new beam required for the tie-off system.

• Prepare and issue an Architectural Supplemental Instruction (ASI) modifying the Contract Documents to incorporate the tie-off anchor.

• Coordinate with the Owner, design team, and contractor regarding all requirements for this added scope.

• Provide responses to Requests-for-Information (RFIs) associated with the tie-off design and related revisions.

• Review shop drawings associated with this additional scope.

Construction Meetings

19six will attend construction meetings facilitated by the General Contractor.

On Site Meetings

Architectural staff will attend bi-weekly on-site construction meetings with the County and General Contractor.

Construction Field Observations

19six will visit the site at intervals appropriate to the stage of demolition and construction or as otherwise agreed in writing to become generally familiar with the progress and quality of the work and to determine in general, if the work is proceeding in accordance with the contract documents and preparing related reports and communications.

Site Observation Visits

Architect- up to 24 Site Visits -to be concurrent with on-site Construction Meetings

Civil Engineer - up to three (3) Site Visits

Landscape Architect - up to three (3) Site Visits

Structural Engineer - up to three (3) Site Visits

Mechanical Engineer- up to four (4) Site Visits

Electrical Engineer- up to four (4) Site Visits

Punchlist Site Visits

Architect - Up to two (2) punch list site visits and one (1) final walk-through

All other Consultants - up to two (2) punch list site visits and one (1) final walk-through.

EXHIBIT B: BUDGET

19six Architects	Administration
Contractor/Consultant	Department
Behavioral Health Building Architectural and Engineering Services Amendment 03	**CIP- Behavioral Health**
Description	Division
January 23, 2024 through June 30, 2027	**New Behavioral Health Building**
Agreement Term	Project

Agreement Number	Project Number	Amount	Org. Key	Object Code
0020-2401-A03		**$1,434,430**	**10401060**	**5642**

Phase 1		
Scoping, Programming, Schematic Design, Entitlements	$	210,455
Total Phase 1	$	**210,455**
Phase 2		
Design Development Phase (Preliminary Plans)	$	273,416
Construction Document Phase (Final Plans)	$	519,904
County Building Permit Submittal	$	47,542
Bidding & Award Phase	$	44,850
Construction Phase	$	287,663
Total Phase 2	$	**1,117,313.75**
Amendment 01		
Construction Docs & Permitting	$	**14,750.00**
Construction Administration	$	6,100.00
Total Amendment 01	$	**20,850.00**
Amendment 02		
Time Extension Only	$	0.00
Total Amendment 02	$	**0.00**
Amendment 03		
ASR#3 Task B01	$	16,500.00
ASR#3 Task B02	$	5,200.00
ASR#5 Roof Tie- Off	$	8,050.00
Total Amendment 03	**$**	**29,750.00**
Total Contract Amount	**$**	**1,434,430.00**

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT 02

19six Architects	Administration
Contractor/Consultant	Department
Behavioral Health Building Architectural and Engineering Services Amendment 02	CIP- Behavioral Health
Description	Division
January 23, 2024 through June 30, 2027	New Behavioral Health Building
Agreement Term	Project

Agreement Number	Project Number	Amount	Org. Key	Object Code
0020-2401-A02		$1,404,680	10401060	5642

WHEREAS, on January 23, 2024, Calaveras County ("County") and 19six Architects ("Contractor") entered into a professional services agreement ("Agreement") to provide architectural and engineering services for the County's new behavioral health building; and

WHEREAS, the original term of the Agreement will expire on June 30, 2026; and

WHEREAS, Section 3 of the Agreement provides that it may be amended by mutual consent of the parties;

WHEREAS, the Parties previously amended the Agreement for a first time on September 23, 2025, to add additional services and to increase the total compensation; and

WHEREAS, the Parties now wish to amend the Agreement for a second time in order to extend the term of the Agreement.

NOW THEREFORE, be it mutually agreed that the Agreement be modified and amended as set forth herein. All terms and conditions of the Agreement, as modified by Amendment 01, shall remain in full force and effect except as specifically modified by the following:

Section 3. Term shall be amended and replaced in its entirety as follows:

3.1 Term: The term of this Agreement shall be effective from January 23, 2024, through June 30, 2027, unless terminated earlier as set forth in Section 7: Termination and Severability. The terms of this Agreement may only be extended upon written mutual consent of both parties as set forth in Section 26: Amendment.

3.2 Deliverables: All deliverables and products of this Agreement shall be completed and submitted to the County as set forth in Exhibit A: Description of Services.

All other terms and conditions shall remain unchanged.

[Remainder of page left intentionally blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

County

Jamie Andriola
Deputy CEO

04·24·26
Date

Contractor

AIA

Greg Tonello
AIA, LEED, AP, Principle-In-Charge

04/09/2026
Date

Calaveras County Counsel

Approved as to Legal Form:

Signature

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT 01

19six Architects Contractor/Consultant	**Administration** Department
Behavioral Health Building Architectural and Engineering Services – Amendment 01 Description	**CIP- Behavioral Health** Division
January 23, 2024, through June 30, 2026 Agreement Term	**New Behavioral Health Building** Project
1040-2401 A01 Agreement Number / Project Number	**$1,404,680.00** / **10401060** / **5642** Amount / Org. Key / Object Code

WHEREAS, on January 23, 2024, Calaveras County ("County") and 19six Architects ("Contractor") entered into a professional services agreement ("Agreement") to provide architectural and engineering services for the County's new behavioral health building; and

WHEREAS, Section 26 of the Agreement provides that it may be amended by mutual consent of the parties;

WHEREAS, the parties now wish to amend the Agreement to add additional services and to increase the total compensation accordingly.

NOW, THEREFORE, the parties do hereby agree that the terms of the Agreement shall be amended a first time as follows:

SECTION 2. COMPENSATION

Shall be amended and replaced in its entirety as follows:

2.1. Total Compensation: For the services described in Section 1 above, and subject to the condition that the specified task has been completed as set forth in Section 1.3 above, Consultant shall be compensated at the rates as set forth in Exhibit B: Budget/Rates, attached hereto and incorporated herein by this reference provided, however, the total amount of compensation to be paid Consultant for the services described in Section 1 shall not exceed one million, four hundred and for thousand six hundred eighty dollars ($1,404,680.00).

2.2. Separate Accounting: To the extent that Consultant is performing other projects for the County at other locations and pursuant to other Agreements, the Consultant shall maintain complete and separate accounting for each project. Invoices for compensation and reimbursement shall be similarly separated.

2.3. Expense Reimbursement: Consultant shall not be entitled to reimbursement for any expenses other than those described in Section 1 above and as identified in Exhibit B: Budget/Rates.

No funds paid to Consultant through this Agreement shall be utilized to compensate employees of Consultant for overtime or compensatory time off, except to the extent that Consultant is required to pay for overtime or compensatory time off pursuant to the Fair Labor Standards Act of 1938, 29 USC Section 201 et seq., or applicable State law.

If federal funds are expended under this Agreement, costs claimed under this Agreement are subject to the following federal publication (current publications are available online and can be found at www.whitehouse.gov/omb/circulars/): Uniform Guidance: 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements.

2.4. Overpayment: If County overpays Consultant for any reason, Consultant agrees to return the amount of such overpayment to County or at County's option, permit County to offset the amount of overpayment against future payments owed to Consultant under this Agreement or any other Agreement.

EXHIBIT A- Description of Services

shall be replaced in its entirety.

EXHIBIT B- Budgets/Rates

shall be replaced in its entirety.

All other terms and conditions shall remain unchanged.

[Remainder of page left intentionally blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates indicated below.

County

Chair
Board of Supervisors

9/23/25
Date

Contractor

AIA

Greg Tonello
AIA, LEED, AP, Principal-In-Charge

09/16/2025
Date

Calaveras County Counsel
Approved as to Legal Form:

County Counsel

Attest

Rebecca Turner, Ex- Officio Clerk of the Board of Supervisors

EXHIBIT A: DESCRIPTION OF SERVICES

19six Architects		**Administration**		
Consultant/Consultant		Department		
Behavioral Health Building – Architectural and Engineering Services		**CIP - Behavioral Health**		
Description		Division		
January 23, 2024 – June 30, 2026		**New Behavioral Health Building**		
Agreement Term		Project		
1040-2401 A01		**1,404,680.00**	**10401060**	**5642**
Agreement Number	Project Number	Amount	Org. Key	Object Code

PROJECT:

New Behavioral Health Building

PROJECT LOCATION:

891 Mountain Ranch Road, San Andreas, CA 95249

PROJECT OVERVIEW:

Project Development Phase 1 – Programming Review & Schematic Design

Assessment of current and projected space needs for the Calaveras County Behavioral Health Division. Review of completed study documents, development of functional relationships, and priorities with interior and exterior spaces. Synthesis of data gathered to develop a framework of spaces and adjacencies to inform the design of a new building complex. Development of schematic building space and room layouts according to the assessment and synthesis of needs. Presentation of summary of findings to public and county.

Project Development Phase 2 – Design, Development, Construction Documents, Bidding, and Construction Administration

Construction of a new Behavioral Health Building at 891 Mountain Ranch Road, San Andreas, CA 95249, adjacent to Mountain Ranch Road and Government Center Road to replace 6 separate antiquated facilities in Calaveras County. Architectural services include Design Development, Construction Documentation, Bidding Assistance, and Construction Administration. The new Behavioral Health Building is anticipated to be one multi-story building or facility consolidating (5) separate county components, estimated at 15,000 – 20,000 square feet. The building is to include administration offices,

wellness center, reception spaces, main entrance, first responder entrances, group rooms, conference rooms, staff wellness rooms, lactation rooms, elevator and stairs, pharmacy, restrooms, showers, IT and data closets, janitorial areas, breakrooms, children, and adult indoor/outdoor spaces, solar covered parking.

SCOPE OF WORK:

Phase 1A – Programming Review

Development of program requirements/operational needs for the building based on information gathered and assimilated from activities described herein. Programming tasks will include meetings and communications with representatives of the users and stakeholders, Calaveras County Behavioral Division, and other County staff to gather, validate, and/or update existing Program documentation as may be made available. General space allocation requirements and basic functions to be developed for users that are not tenants, but require space in the facility, i.e., facilities staff.

Organize Existing Documentation

19six will organize existing documentation and analyze data that generates parameters and information for interviews, and program documents including available program data, organizational charts, current and projected staff levels, space standards, site surveys, site amenities, and restrictions, geotechnical reports, community characteristics, climatological data.

Internal Project Kickoff Meeting

19six will facilitate an internal project kickoff meeting with the representatives of the stakeholders, Calaveras County Behavioral Health Division and other County staff to communicate the Project Plan, and proposed schedule, gather background information, and solicit comments and questions including:

- The proposed strategy and sequence of events for the processes to be undertaken by this group.
- Present a project schedule for the building outlining major milestones, stakeholder activities, input and review periods, and critical decision deadlines.
- Discuss known difficulties to overcome, ie: sensitive issues.
- Discuss thoughts relating to objectives, criteria, and concepts of the project, ie: image, working environment (ie: internal/external private office locations), employee and visitor amenities, change and growth, and sustainability goals.
- Confirm departments and/or other entities who will require space in the facility and ascertain space allocation and functional needs.

Program Document

19six will develop a Program Document defining quantitative and qualitative requirements and operational needs for the building including:

- Programming interviews to gather, validate, and or update Program documentation.
- Conduct a walkthrough of existing facilities and hold a series of meetings with representatives of stakeholders, Calaveras County Behavioral Health Division and other County Staff to better understand the project needs. Develop an understanding of inter-relationships between the Behavioral Health Division workgroups and teams.
- Preparation of General Program Document including overall objectives, criteria, and concepts of the project, ie: image, working environment, employee and visitor amenities, sustainability, change, and growth of Parameters of Success.
- Preparation of Building Program Document including staffing projections, workstation/private offices, wellness center, reception spaces, main entrance, first responder entrances, group rooms, conference rooms, staff wellness rooms, lactation rooms, elevator and stairs, pharmacy, restrooms, showers, IT and data closets, janitorial areas, breakrooms, children and adult indoor/outdoor spaces, space allocation standards, adjacency requirements, specific room/space criteria database for conditioning, power, lighting, communications, security, audiovisual, and acoustics.
- Preparation of Site Program Document report including parking requirements for staff and visitors, functional space allocation, adjacency requirements, circulation requirements, materials delivery, storage, and special area requirements.
- Preparation of Basis of Design (BOD) including requirements of the County and Cal-Green Building Code and Owners Program Requirements (OPR), design objectives for Site and Building Systems. The OPR information will be obtained through interviews with representatives of the County's staff responsible for establishing maintenance and operations criteria for the facilities. BOD and OPR development activities will be coordinated with the Commissioning Agent.

Leadership in Energy and Environmental Design (LEED)/Sustainability

19six will identify opportunities and options that will promote concepts of sustainability and environmental sensitivity in the development of the project. Based on the County's priorities for sustainability, 19six will benchmark the design with the appropriate green rating system such as LEED or overarching sustainability goals such as carbon neutrality and/or net zero energy. LEED standards will be used as a guideline for sustainability and environmental sensitivity considerations. 19six will develop a use/benefit analysis of the identified sustainable design strategies and assist the County in decisions on how sustainable design strategies can be incorporated in the project design.

Agency Review

19six will facilitate meeting(s) with stakeholders, Calaveras County Behavioral Health Division, and other County Officials having jurisdiction over the project, including Planning, Building, and Fire Departments to solicit feedback.

Progress Meetings

At stages appropriate to the progress of the work, 19six will facilitate Progress Meetings with representatives of the stakeholders, Calaveras County Behavioral Health Division, other County staff, and other members of the project team to review progress, determine preferred alternatives and secure approval to proceed.

Phase 1a Meetings

- Web Based Internal Project Kickoff Meeting
- Up to two Web Based Progress Meetings
- Up to two Web Based Agency Review Meetings

Phase 1a Deliverables

- Evaluation and recommendation of sustainable design strategies and benchmark program(s)
- Basis of Design and Owners Program Document
- Discipline Specific Program Information – Preliminary, Draft Final, and Final

Phase 1B – Schematic Design

Development of two and three-dimensional responses to the program needs of the project in the form of alternative conceptual plans based on the approved programming document. Then continued development of the conceptual design alternatives approved by the County into schematic design alternatives and final schematic design.

Preparation of Schematic

- Site Plan
- Floor Plans/Space Plans
- Reflected Ceiling Plans
- Roof Plans
- Exterior Elevations and Building Sections
- Narratives of proposed structural systems and land design parameters for specialized systems and equipment design constraints.
- Narratives of proposed systems for basic mechanical, plumbing, electrical, fire sprinklers and fire alarm systems.

Conceptual Site and Building Design

19six will prepare alternative site and building layout plans and elevations indicative of massing, volumes, and orientation, building access, building infrastructure/utility distribution area, interior spaces and circulation, exterior spaces, site access and circulation, vehicular parking and circulation, wellness, sustainability, and energy considerations. Develop conceptual level designs for each layout, including floor plans, site circulation plans, and related site areas such as outdoor spaces, garden areas, secure sports pads, solar covered parking areas, EV charging areas, material storage, landscaping, fences, and gates.

Energy Concepting, Modeling, and Basis of Design

19six will identify and evaluate alternative energy conservation strategies and develop "benchmark" designs based on program requirements and Title 24 energy compliance requirements. 19six will evaluate and make recommendations on energy strategies such as daylighting, building shading and glazing elements, photovoltaic power generation, solar space heating and domestic water heating, lighting, natural ventilation, under-floor air distribution, and high efficiency mechanical equipment.

Code/Accessibility Analysis

19six will prepare a Building Code/Access Compliance Analysis identifying compliance criteria based on the California Building Code (CBC) and Americans with Disabilities Act (ADA).

Agency Review

19six will facilitate meeting(s) with representatives of stakeholders, Calaveras County Behavioral Health Division, other County agencies having jurisdiction over the project, including Planning, Building, and Fire Departments to present the project and solicit feedback.

Estimate of Probable Construction Cost

Based on 90% Schematic Design progress documents approved by the County, 19six will prepare an estimate of probable construction cost. The estimate will consider anticipated cost of construction, factors for escalation (inflationary effects on construction materials and labor), and contingencies (for project unknowns). Consultants will review and comment on estimate prepared by 19six cost estimating consultant.

Progress Meetings

At stages appropriate to the progress of the work, 19six will facilitate in Progress Meetings with representatives of the stakeholders, Calaveras County Behavioral Health Division, other County staff, and other members of the project team to review progress, determine preferred alternatives and secure approval to proceed.

Phase 1b Meetings:

- Up to Three Web Based Progress Meetings with 19six.
- One Web Based Agency Review Meeting

Phase 1b Schematic Design Deliverables

- Schematic Design Documents
- Entitlements Review and Approvals
- Narrative of Proposed Structural/Utility System Selection
- Review Statement of Estimate of Probable Construction Cost 90% Progress

Phase 2A – Design Development

Phase 2a activities will consist of the further refinement of the Schematic Design, approved by the County through the design development process. Design development tasks will include establishing, evaluating, and selecting interior design direction and finalizing the architectural design and engineering systems and selections for the project.

Interior Design

Interior design tasks will include an imaging exercise that will establish an interior design theme to be further developed in construction documents including, volume studies of interior spaces, alternative image study boards & concepts, alternatives for interior building standards ie: doors, hardware, ceilings, lighting, and plumbing fixtures.

Code/Accessibility Analysis Update

Based on design development exhibits 19six will update the code/access compliance analysis.

Estimate of Probable Construction Cost

Based on final 90% design development progress documents approved by the County, 19six will prepare an estimate of probable construction cost. The estimate will consider anticipated cost of construction, factors for escalation (inflationary effects on construction materials and labor), and contingencies (for project unknowns). Consultants will review and comment on estimate prepared by 19six cost estimating consultant.

Progress Meetings

At stages appropriate to the progress of the work, 19six will facilitate in Progress Meetings with representatives of the stakeholders, Calaveras County Behavioral Health Division, other County staff, and other members of the project team to review progress, determine preferred alternatives and secure approval to proceed.

Phase 2a Meetings

- Up to Three Web Based Progress Meetings with 19six.
- One Web Based Agency Review Meetings.

Phase 2a Design Deliverables

- Design Development 30%, 60% and Final Progress
- Estimate of Probable Construction Cost 90% Progress.

Phase 2B – Construction Documents

Phase 2b activities will consist of the preparation of final construction documents (drawings and project manual/specifications) setting forth in detail the construction requirements for the project.

Project model to be developed in Revit 2024, Construction Document LOD level 300.

Interior Design

Interior design tasks will finalize theme established in Design Development including material/sample boards representing two alternatives for interior materials, finishes and colors, finish schedules for interior materials, finishes and colors, building standards for doors, hardware, ceilings, lighting, plumbing fixtures, and appliances.

Update Code/Accessibility Analysis

Based on construction document exhibits 19six will update the code/access compliance analysis.

Agency Review

19six will facilitate meeting(s) with representatives of the Calaveras County Behavioral Health Division, and other County agencies having jurisdiction over the project to present the project and solicit feedback.

Building Permit Processing

19six will be responsible for the processing of application for building permit and will submit, track, and route the permit applications, resubmittals, and related documents.

Modification to Construction Documents Scope Amendment 01

19six to perform additional work and coordination related to San Andreas Sewer Utility District required repairs to existing sewer infrastructure as prerequisite to their approval of permit application.

Estimate of Probable Construction Cost

Based on final construction documents approved by the County, 19six will prepare an estimate of probable construction cost. The estimate will consider anticipated cost of construction, factors for escalation (inflationary effects on construction materials and labor), and contingencies (for project unknowns). Consultants will review and comment on estimate prepared by 19six cost estimating consultant.

Progress Meetings

At stages appropriate to the progress of the work, 19six will facilitate in Progress Meetings with representatives of the stakeholders, Calaveras County Behavioral Health Division, other County staff, and other members of the project team to review progress, determine preferred alternatives and secure approval to proceed.

Phase 2b Meetings

- Up to Four Web Based Progress Meetings with 19six
- One Web Based Agency Review Meeting

Phase 2b Design Deliverables

- Construction Documents 30%, 60% and 90% (Permit Sets)
- Construction Documents Final Progress (Bid Sets) with Book Specification
- Estimate of Prob able Construction Cost 90% Progress.

Phase 2C – Project Bidding

Project Bidding

19six will assist the County in preparing the final bidding documents including:

- Incorporating bid alternates as directed by the County.
- Answer bid questions and prepare of any addenda.
- Conduct pre-bid conference as scheduled by the County.

Phase 2c Meetings

- One (1) Pre-Bid Walk-Through

Phase 2c Design Deliverables

- Bid Documents and Addenda to be Provided to County in PDF Format

Phase 2D – Project Construction Contract Administration

19six will assist the County in connection with administration of the construction contract including:

- Attendance of pre-construction conference and mobilization conference meetings.
- Facilitate periodic field visits.
- Provide consultant meeting motes and field observation reports.
- Review of submittals and shop drawings
- Assistance to the County in answering contractor requests for information (RFI) as required.
- Review of Proposed Change Orders (PCO's)
- Preparation of the punch list for substantial completion and assistance with final closeout.
- Preparation of "Record Documents" reflecting bid addenda and changes to be based on contractors "As Built Documents" Field Documents. Documents shall be provided in PDF format.

Modification to Construction Administration Scope Amendment 01

19six to perform additional work and coordination related to San Andreas Sewer Utility District required repairs to existing sewer infrastructure as prerequisite to their approval of permit application.

Construction Meetings

19six will attend construction meetings facilitated by the General Contractor.

On Site Meetings

Architectural staff will attend bi-weekly on-site construction meetings with the County and General Contractor.

Construction Field Observations

19six will visit the site at intervals appropriate to the stage of demolition and construction or as otherwise agreed in writing to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents and preparing related reports and communications.

Site Observation Visits

Architect – up to 24 Site Visits – to be concurrent with on-site Construction Meetings

Civil Engineer – up to three (3) Site Visits

Landscape Architect – up to three (3) Site Visits

Structural Engineer – up to three (3) Site Visits

Mechanical Engineer – up to four (4) Site Visits

Electrical Engineer – up to four (4) Site Visits

Punchlist Site Visits

Architect – Up to two (2) punch list site visits and one (1) final walk-through

All other Consultants – up to two (2) punch list site visits and one (1) final walk-through.

EXHIBIT B: BUDGET

19six Architects		**Administration**		
Consultant/Consultant		Department		
Behavioral Health Building – Architectural and Engineering Services		**CIP - Behavioral Health**		
Description		Division		
January 23, 2024 – June 30, 2026		**New Behavioral Health Building**		
Agreement Term		Project		
1040-2401 A01		**$1,404,680.00**	**10401060**	**5642**
Agreement Number	Project Number	Amount	Org. Key	Object Code

Phase 1		
Scoping, Programming, Schematic Design, Entitlements	$	210,455
Total Phase 1	**$**	**210,455**
Phase 2		
Design Development Phase (Preliminary Plans)	$	273,416
Construction Document Phase (Final Plans)	$	519,904
County Building Permit Submittal	$	47,542
Bidding & Award Phase	$	44,850
Construction Phase	$	287,663
Total Phase 2	**$**	**1,173,375**
Amendment 01		
Construction Docs & Permitting	$	14,750.00
Construction Administration	$	6,100.00
Total Amendment 01	**$**	**20,850.00**
Total Contract Amount	**$**	**1,404,608.00**

PROFESSIONAL SERVICES AGREEMENT

19six Architects		Administration		
Consultant/Consultant		Department		
Behavioral Health Building – Architectural and Engineering Services		**CIP - Behavioral Health**		
Description		Division		
January 23, 2024 – June 30, 2026		**New Behavioral Health Building**		
Agreement Term		Project		
1040-2401		**$1,383,830**	**10401060**	**5642**
Agreement Number	Project Number	Amount	Org. Key	Object Code

THIS AGREEMENT is made and entered into by and between the County of Calaveras, a political subdivision of the State of California (hereinafter referred to as "County"), and 19six Architects (hereinafter referred to as "Consultant"). County and Consultant shall collectively be referred to as "Parties."

WHEREAS, County, through its Administration Department, is responsible for providing Architectural and Engineering services; and

WHEREAS, County is authorized by Government Code § 23004 to enter into Agreements as necessary for the exercise of its powers; and

WHEREAS, Consultant has represented to County that it has the necessary training, experience, expertise, and competency to provide the services, goods, and materials that are described in this Agreement, and that it will do so in a manner consistent with County's goals; and

WHEREAS, in the judgment of County, it is necessary and desirable to employ Consultant to perform the described services; and

NOW, THEREFORE, County and Consultant agree as follows:

1. DESCRIPTION OF SERVICES

1.1. **Consultant's Specified Services:** Consultant shall furnish all facilities, equipment, personnel, labor, and materials (hereinafter referred to as "Work" or "Services") necessary to provide the services described in Exhibit A: Description of Services attached hereto and incorporated herein by this reference, and within the times or by the dates provided for in Exhibit A: Description of Services. In the event of any conflict between any provisions of this Agreement and any Exhibit(s) to this Agreement, the provision that requires the highest level of performance from the Consultant for the County's benefit shall prevail.

1.2. **Cooperation with County:** Consultant shall cooperate with County and County staff in the performance of all work under this Agreement.

1.3. **Performance Standard:** Consultant shall perform these services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by each profession and shall comply with all applicable Federal, State, and Local laws, ordinances, codes, and regulations in performing its services. Consultant shall perform all work under this Agreement in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant agrees to provide all

services under this Agreement in accord with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accord 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 Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Section 7; or (d) pursue any and all other remedies at law or in equity.

1.4. Assigned Personnel:

1.4.1. Consultant shall assign only competent personnel to perform the work under this Agreement. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform the work under this Agreement, Consultant shall remove such person or persons immediately upon receiving written notice from County.

1.4.2. Any and all persons identified in this Agreement or any Exhibit hereto as the project manager, project team, or other professional performing the work under this Agreement are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement, Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

1.4.3. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. COMPENSATION

2.1. Total Compensation: For the services described in Section 1 above, and subject to the condition that the specified task has been completed as set forth in Section 1.3 above, Consultant shall be compensated at the rates as set forth in Exhibit B: Budget/Rates, attached hereto and incorporated herein by this reference provided, however, the total amount of compensation to be paid Consultant for the services described in Section 1 shall not exceed one million, three hundred eighty-three thousand, eight hundred and thirty dollars ($1,383,830.00).

2.2. Separate Accounting: To the extent that Consultant is performing other projects for the County at other locations and pursuant to other Agreements, the Consultant shall maintain complete and separate accounting for each project. Invoices for compensation and reimbursement shall be similarly separated.

2.3. Expense Reimbursement: Consultant shall not be entitled to reimbursement for any expenses other than those described in Section 1 above and as identified in Exhibit B: Budget/Rates.

No funds paid to Consultant through this Agreement shall be utilized to compensate employees of Consultant for overtime or compensatory time off, except to the extent that Consultant is required to pay for overtime or compensatory time off pursuant to the Fair Labor Standards Act of 1938, 29 USC Section 201 et seq., or applicable State law.

If federal funds are expended under this Agreement, costs claimed under this Agreement are subject to the following federal publication (current publications are available online and can be found at www.whitehouse.gov/omb/circulars/): Uniform Guidance: 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements.

2.4. **Overpayment:** If County overpays Consultant for any reason, Consultant agrees to return the amount of such overpayment to County or at County's option, permit County to offset the amount of overpayment against future payments owed to Consultant under this Agreement or any other Agreement.

3. TERM

3.1. **Term:** The term of this Agreement shall be effective from January 23, 2024, through June 30, 2026, unless terminated earlier as set forth in Section 7: Termination and Severability. The term of this Agreement may only be extended upon written mutual consent of both parties as set forth in Section 26: Amendment.

3.2. **Deliverables:** All deliverables and products of this Agreement shall be completed and submitted to the County as set forth in Exhibit A: Description of Services.

4. BILLING AND PAYMENT

4.1. **Billing:** On a monthly basis, and not more frequently than monthly, Consultant shall submit invoices to County, no later than the tenth (10th) of the month for the preceding month. The billing period shall be the first day of the month through the last day of the month, without exception. If requested by the County, the Consultant shall provide any further documentation it has or can reasonably generate to verify the compensation and reimbursement sought by the Consultant. Consultant shall submit to County a written invoice. Invoicing shall be consistent with Exhibit B: Budget/Rates.

Within 10 business days of receipt of the Consultant's detailed invoice, the County Contract Manager shall review invoices for acceptance to which the County Contract Manager shall immediately notify Consultant of any discrepancies. Consultant and the County Contract Manager shall work in good faith to resolve such discrepancies within 10 business days after notification. Should a discrepancy result in a partial rejection of any item(s) invoiced, the Consultant shall submit a revised invoice for payment. All invoices shall include:

4.1.1. A monthly total and itemization of all costs by budget line item, arranged in the same order as the approved budget;

4.1.2. A simplified worksheet that explains how salary charges on invoices were calculated and list employees by name, position, location, and amount charged; and

4.1.3. Copies of invoices submitted to Consultant from subconsultants if subconsultants utilized.

4.2. Consultant shall submit all invoices to adminweb@co.calaveras.ca.us or submit hard copies to the following address:

County of Calaveras Administration Department
891 Mountain Ranch Road
San Andreas, CA 95249

4.3. **Payment:** Unless otherwise stated in this Agreement, upon submittal of an invoice as set forth in Section 4.1. above, payment shall be within thirty (30) days of receipt of Consultant's invoices

provided Consultant submits complete invoices. Payment shall only be made upon the satisfactory completion of the services as determined by the County. Payment to Consultant shall be withheld should Consultant fail to comply with any requirements set forth in this Agreement.

5. REPRESENTATIVES AND NOTICE

5.1. **Designation:** Each party shall designate an officer, employee or other authorized representative to act on that party's behalf with respect to the work. This representative shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner. Each party has the right to change its representative at any time; provided, however, that a party wishing to change its designated representative shall endeavor to notify the other party in writing not less than ten (10) calendar days before making any such change. At the time this Agreement is executed, the parties' designated representatives shall be as follows:

County Contract Manager:	Marcos Munoz Assistant CAO
Consultant:	Greg Tonello AIA, LEED, AP, Principal-In-Charge

5.2. **Address:** All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Consultant at their respective address as follows:

Consultant:	19six Architects Attention: Greg Tonello 2237 Douglas Boulevard, Suite 160 Roseville, CA 95661
County:	County of Calaveras Administration Department Attention: Marcos Munoz 891 Mountain Ranch Road San Andreas, CA 95249

Any party may change the address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

5.3. **Effective Date:** All notices shall be effective upon receipt and shall be deemed received through delivery if personally served, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

6. FUNDING AVAILABILITY

It is mutually agreed that the services and compensation received by County and Consultant pursuant to this Agreement are based on the continued receipt of funding for this purpose. In the event that funding is terminated, in whole or in part, for any reason, or if the County budget does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Consultant or to furnish any other such considerations under this Agreement, and Consultant shall not be obligated to perform any provisions of this Agreement. Consultant's assumption of risk of possible non-appropriation of funds is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors. County agrees to inform Consultant no later than ten (10) calendar days after receiving notification that funding will be terminated and provide the

final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by Consultant arising out of performance of this Agreement must be submitted to County within ten (10) calendar days of the final date for which funding is available.

7. TERMINATION AND SEVERABILITY

7.1. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the breaching party of such breach in writing, describe the breach, and demand that it be cured within 15 calendar days of receipt if the breach is not cured within 15 calendar days of the notice of breach (or any such longer period as may be specified in the notice or otherwise agreed to by the parties), the party that gave notice of breach may unilaterally terminate this Agreement by sending the breaching party notice of termination. The date of termination in this event shall be 15 calendar days after the notice of termination. A party's exercise of the notice and termination rights authorized by this Section shall in no way operate as a waiver or forfeiture of the party's right to seek and recover damages from the breaching party for the breach of this Agreement.

7.2. For any other reason other than a breach or failure to perform (which are discussed in the subsection above), either party may unilaterally terminate this Agreement for any reason at any time during its term, by giving 15 calendar days' advanced written notice to the other party. The date of termination for this purpose shall be 15 calendar days after notice of termination.

8. INDEMNIFICATION

With respect to the performance of design professional services, Consultant agrees to indemnify, hold harmless, and defend County and its officers, officials, employees, and volunteers (collectively, the "County Indemnitees"), from and against liability for damages to the extent the damages arise out of, pertain to, or relate to the Consultant's negligence, recklessness, errors or omissions, or willful misconduct in the performance of services under this Agreement, except such loss or damage caused by the negligence or willful misconduct of the County. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault, as provided in Civil Code Section 2782.8(a) and (e).

With respect to its operations, other than the performance of design professional services, Consultant agrees to indemnify, hold harmless and defend the County Indemnitees, with counsel selected in reasonable consultation with County, from and against any third party damages, liabilities, judgments, settlements, costs, claims, demands, actions, suits, losses, and expenses (including reasonable and necessary attorneys' fees, legal costs and expenses recoverable under applicable law) arising out of the death or bodily injury to any person or destruction or damage to any property, to the extent caused by Consultant's negligent acts, errors or omissions or willful misconduct in the performance of services under this Agreement and anyone for whom Consultant is legally liable.

9. INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the Agreement 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 Consultant, its agents, representatives, or employees. Coverage shall be at least as broad as:

9.1. **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 **$2,000,000** 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.

9.2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant 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.

9.3. **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. **(Not required if Consultant provides written verification, it has no employees.)**

9.4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **$1,000,000** per occurrence or claim, $2,000,000 aggregate.

9.5. **Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:**

9.5.1. **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 Consultant 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 Consultant'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).

9.5.2. **Primary Coverage:** For any claims related to this Agreement, the **Consultant's insurance coverage shall be primary** with 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 Consultant's insurance and shall not contribute with it.

9.5.3. **Notice of Cancellation:** Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the County**.

9.5.4. **Waiver of Subrogation:** Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant 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.

9.5.5. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the County. The County may require the Consultant 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.

9.5.6. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

9.5.7. **Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis:

9.5.7.1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

9.5.7.2. Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

9.5.7.3. 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 Consultant must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.

9.5.8. **Verification of Coverage:** Consultant shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant'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.

9.5.9. **Subconsultants:** Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subconsultants.

9.5.10. **Retentions:** Retentions must be declared to, and are subject to the approval of, the County's Director of Risk Management.

9.5.11. **Special Risks or Circumstances:** 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.

10. RECORDS EXAMINATION AND AUDIT REQUIREMENTS

10.1. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Consultant, subconsultants, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, County, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

10.2. All records, documents, general correspondence, and electronic files (CAD files), relating to the project in possession of the Consultant shall be delivered to the County upon completion of the task.

10.3. Consultant shall not be liable for any modifications to documents prepared by Consultant which are made without Consultant's advice after delivery of such documents to County, nor shall Consultant

be liable for their use by County without Consultant's consent in projects other than the Work performed pursuant to this Agreement.

11. ETHICS AND STANDARDS OF CONDUCT

This Agreement shall be administered in an impartial manner, free from efforts to gain personal, financial, or political gain. Consultant shall not solicit or accept money or any other consideration with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of this Agreement. County, by written notice to Consultant, may terminate this Agreement if it is found that gratuities were offered or given by Consultant with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of this Agreement.

In the event this Agreement is terminated as provided in the paragraph above, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of the breach of the Agreement by Consultant.

12. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Consultant certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

13. NONDISCRIMINATION IN EMPLOYMENT

Consultant shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of Consultant or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability.

14. LICENSE AND PERMITS

Consultant shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Calaveras and all other appropriate governmental agencies to provide agreed upon services. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County. Consultant shall have in effect and shall maintain appropriate licensure during the term of this Agreement, if applicable.

15. CONFLICT OF INTEREST

15.1. **Applicable Law:** Consultant shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, § 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with § 1090, and Chapter 7 of Title 9 of said Code, commencing with § 87100 including regulations promulgated by the California Fair Political Practices Commission.

15.2. **Covenant:** Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Consultant's obligations and responsibilities hereunder. Consultant further covenants that in the performance of this Agreement, Consultant will take reasonable care to ensure that no person having any such interest shall be employed. This covenant shall remain in force until Consultant completes performance of the services required of it under this Agreement.

15.3. **Notification:** Consultant agrees that if any fact comes to its attention, which raises any question as to the applicability of any conflict-of-interest law or regulation, Consultant will immediately inform County and provide all information needed for resolution of the question.

16. COVENANT AGAINST CONTINGENT FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

17. STATUS OF CONSULTANT

17.1. **Independent Consultant:** It is understood and agreed by all the parties hereto that Consultant is an independent consultant, and that no relationship of employer-employee exists between the County and Consultant. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of the County. Consultant hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

17.2. **No Agency:** It is further understood and agreed by all the parties hereto that (1) except as specifically authorized by this Agreement, neither Consultant nor Consultant's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent; and (2) neither Consultant nor Consultant's assigned personnel shall have any right to bind the County to any obligation whatsoever.

17.3. **Taxes:** It is further understood and agreed by all the parties hereto that Consultant must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Consultant's assigned personnel.

18. ASSIGNMENT AND SUBCONTRACTS

18.1. Nothing contained in this contract or otherwise, shall create any contractual relation between County

and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from County's obligation to make payments to the Consultant.

18.2. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by County's Contract Manager, except that, which is expressly identified in the approved Negotiated Cost.

18.3. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by County.

18.4. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants. If any portion of the services required of Consultant is subcontracted, the subconsultant(s) shall maintain the same insurance as required of Consultant by this Agreement.

18.5. Any substitution of subconsultant(s) must be approved in writing by County's Contract Manager prior to the start of work by the subconsultant(s).

19. APPLICABLE LAW AND VENUE

In the performance of the services required by this Agreement, Consultant shall take reasonable care to comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives, and laws. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California.

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

All parties agree that this Agreement and all documents issued or executed pursuant hereto and the rights and obligations of the parties there under and hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, effect, and performance. No interpretation of any provision of this Agreement shall be binding upon County unless agreed in writing by County and counsel for County.

Notwithstanding any other provisions of this Agreement, any dispute concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Calaveras County, unless the parties agree otherwise or are otherwise required by law.

Consultant shall adhere to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes, laws, and regulations that pertain to health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to Consultant.

20. PUBLIC RECORDS ACT

Upon its award, this Agreement shall be subject to disclosure pursuant to the California Public Records Act.

21. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Consultant affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Consultant and to bind Consultant to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Consultant and Consultant understand that the County is relying on this representation in entering into this Agreement.

22. EXHIBITS

Each Exhibit referenced in, and attached to, this Agreement shall be incorporated into this Agreement by reference.

23. CAPTIONS

The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

24. ADDITIONAL PROVISIONS

24.1. No Waiver: Any waiver of or failure by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by this Agreement to the County shall not be deemed to be a waiver of any additional or subsequent right conferred to the County by this Agreement or of any other term, covenant or condition of this Agreement by the County.

24.2. Severability: If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, both Parties shall be relieved of all obligations arising under such provision. The remainder of this Agreement shall not be affected by such declaration or finding, and each provision not so affected shall be enforced to the fullest extent permitted by law.

24.3. No Third-Party Beneficiaries: There are no third-party beneficiaries of this Agreement, and no one except the parties to this Agreement may seek to enforce its terms.

25. AMENDMENT

Notwithstanding any of the provisions of this Agreement, the parties may mutually agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or amendment to said Agreement not incorporated herein shall be binding on any of the parties hereto.

The Purchasing Agent shall have the authority to approve modifications to the term, scheduling, billing rates, and allocation of funds between the tasks and subtasks (if any) set forth above, provided there is no increase to the total compensation as set forth in Section 2 of this Agreement. Any modification that results in an increase to the total compensation may only be made upon approval of the appropriate authority as determined by County Purchasing Code and by written instrument signed by both Parties.

26. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and Consultant and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

County

Chair
Board of Supervisors

1/23/2024
Date

Consultant

AIA

Greg Tonello
AIA, LEED, AP, Principal-In-Charge

01/08/2024
Date

Calaveras County Counsel

Approved as to Legal Form:

Signature

EXHIBIT A: DESCRIPTION OF SERVICES

19six Architects		Administration		
Consultant/Consultant		Department		
Behavioral Health Building – Architectural and Engineering Services		**CIP - Behavioral Health**		
Description		Division		
January 23, 2024 – June 30, 2026		**New Behavioral Health Building**		
Agreement Term		Project		
1040-2401		**1,383,830.00**	**10401060**	**5642**
Agreement Number	Project Number	Amount	Org. Key	Object Code

PROJECT:
New Behavioral Health Building

PROJECT LOCATION:
891 Mountain Ranch Road, San Andreas, CA 95249

PROJECT OVERVIEW:

Project Development Phase 1 – Programming Review & Schematic Design
Assessment of current and projected space needs for the Calaveras County Behavioral Health Division. Review of completed study documents, development of functional relationships, and priorities with interior and exterior spaces. Synthesis of data gathered to develop a framework of spaces and adjacencies to inform the design of a new building complex. Development of schematic building space and room layouts according to the assessment and synthesis of needs. Presentation of summary of findings to public and county.

Project Development Phase 2 – Design, Development, Construction Documents, Bidding, and Construction Administration
Construction of a new Behavioral Health Building at 891 Mountain Ranch Road, San Andreas, CA 95249, adjacent to Mountain Ranch Road and Government Center Road to replace 6 separate antiquated facilities in Calaveras County. Architectural services include Design Development, Construction Documentation, Bidding Assistance, and Construction Administration. The new Behavioral Health Building is anticipated to be one multi-story building or facility consolidating (5) separate county components, estimated at 15,000 – 20,000 square feet. The building is to include administration offices, wellness center, reception spaces, main entrance, first responder entrances, group rooms, conference rooms, staff wellness rooms, lactation rooms, elevator and stairs, pharmacy, restrooms, showers, IT and data closets, janitorial areas, breakrooms, children, and adult indoor/outdoor spaces, solar covered parking.

SCOPE OF WORK:

Phase 1A – Programming Review
Development of program requirements/operational needs for the building based on information gathered and assimilated from activities described herein. Programming tasks will include meetings and communications with representatives of the users and stakeholders, Calaveras County Behavioral Division, and other County staff to gather, validate, and/or update existing Program documentation as may be made available. General space allocation requirements and basic functions to be developed for users that are not tenants, but require space in the facility, i.e., facilities staff.

Organize Existing Documentation
19six will organize existing documentation and analyze data that generates parameters and information for interviews, and program documents including available program data, organizational charts, current and projected staff levels, space standards, site surveys, site amenities, and restrictions, geotechnical reports, community characteristics, climatological data.

Internal Project Kickoff Meeting
19six will facilitate an internal project kickoff meeting with the representatives of the stakeholders, Calaveras County Behavioral Health Division and other County staff to communicate the Project Plan, and proposed schedule, gather background information, and solicit comments and questions including:

- The proposed strategy and sequence of events for the processes to be undertaken by this group.
- Present a project schedule for the building outlining major milestones, stakeholder activities, input and review periods, and critical decision deadlines.
- Discuss known difficulties to overcome, ie: sensitive issues.
- Discuss thoughts relating to objectives, criteria, and concepts of the project, ie: image, working environment (ie: internal/external private office locations), employee and visitor amenities, change and growth, and sustainability goals.
- Confirm departments and/or other entities who will require space in the facility and ascertain space allocation and functional needs.

Program Document
19six will develop a Program Document defining quantitative and qualitative requirements and operational needs for the building including:

- Programming interviews to gather, validate, and or update Program documentation.
- Conduct a walkthrough of existing facilities and hold a series of meetings with representatives of stakeholders, Calaveras County Behavioral Health Division and other County Staff to better understand the project needs. Develop an understanding of inter-relationships between the Behavioral Health Division workgroups and teams.
- Preparation of General Program Document including overall objectives, criteria, and concepts of the project, ie: image, working environment, employee and visitor amenities, sustainability, change, and growth of Parameters of Success.
- Preparation of Building Program Document including staffing projections, workstation/private offices, wellness center, reception spaces, main entrance, first responder entrances, group rooms, conference rooms, staff wellness rooms, lactation rooms, elevator and stairs, pharmacy, restrooms, showers, IT and data closets, janitorial areas, breakrooms, children and adult indoor/outdoor spaces, space allocation standards, adjacency requirements, specific room/space criteria database for conditioning, power, lighting, communications, security, audiovisual, and acoustics.
- Preparation of Site Program Document report including parking requirements for staff and visitors, functional space allocation, adjacency requirements, circulation requirements, materials delivery, storage, and special area requirements.
- Preparation of Basis of Design (BOD) including requirements of the County and Cal-Green Building Code and Owners Program Requirements (OPR), design objectives for Site and Building Systems. The OPR information will be obtained through interviews with representatives of the County's staff responsible

for establishing maintenance and operations criteria for the facilities. BOD and OPR development activities will be coordinated with the Commissioning Agent.

Leadership in Energy and Environmental Design (LEED)/Sustainability

19six will identify opportunities and options that will promote concepts of sustainability and environmental sensitivity in the development of the project. Based on the County's priorities for sustainability, 19six will benchmark the design with the appropriate green rating system such as LEED or overarching sustainability goals such as carbon neutrality and/or net zero energy. LEED standards will be used as a guideline for sustainability and environmental sensitivity considerations. 19six will develop a use/benefit analysis of the identified sustainable design strategies and assist the County in decisions on how sustainable design strategies can be incorporated in the project design.

Agency Review

19six will facilitate meeting(s) with stakeholders, Calaveras County Behavioral Health Division, and other County Officials having jurisdiction over the project, including Planning, Building, and Fire Departments to solicit feedback.

Progress Meetings

At stages appropriate to the progress of the work, 19six will facilitate Progress Meetings with representatives of the stakeholders, Calaveras County Behavioral Health Division, other County staff, and other members of the project team to review progress, determine preferred alternatives and secure approval to proceed.

Phase 1a Meetings

- Web Based Internal Project Kickoff Meeting
- Up to two Web Based Progress Meetings
- Up to two Web Based Agency Review Meetings

Phase 1a Deliverables

- Evaluation and recommendation of sustainable design strategies and benchmark program(s)
- Basis of Design and Owners Program Document
- Discipline Specific Program Information – Preliminary, Draft Final, and Final

Phase 1B – Schematic Design

Development of two and three-dimensional responses to the program needs of the project in the form of alternative conceptual plans based on the approved programming document. Then continued development of the conceptual design alternatives approved by the County into schematic design alternatives and final schematic design.

Preparation of Schematic

- Site Plan
- Floor Plans/Space Plans
- Reflected Ceiling Plans
- Roof Plans
- Exterior Elevations and Building Sections

- Narratives of proposed structural systems and land design parameters for specialized systems and equipment design constraints.
- Narratives of proposed systems for basic mechanical, plumbing, electrical, fire sprinklers and fire alarm systems.

Conceptual Site and Building Design
19six will prepare alternative site and building layout plans and elevations indicative of massing, volumes, and orientation, building access, building infrastructure/utility distribution area, interior spaces and circulation, exterior spaces, site access and circulation, vehicular parking and circulation, wellness, sustainability, and energy considerations. Develop conceptual level designs for each layout, including floor plans, site circulation plans, and related site areas such as outdoor spaces, garden areas, secure sports pads, solar covered parking areas, EV charging areas, material storage, landscaping, fences, and gates.

Energy Concepting, Modeling, and Basis of Design
19six will identify and evaluate alternative energy conservation strategies and develop "benchmark" designs based on program requirements and Title 24 energy compliance requirements. 19six will evaluate and make recommendations on energy strategies such as daylighting, building shading and glazing elements, photovoltaic power generation, solar space heating and domestic water heating, lighting, natural ventilation, under-floor air distribution, and high efficiency mechanical equipment.

Code/Accessibility Analysis
19six will prepare a Building Code/Access Compliance Analysis identifying compliance criteria based on the California Building Code (CBC) and Americans with Disabilities Act (ADA).

Agency Review
19six will facilitate meeting(s) with representatives of stakeholders, Calaveras County Behavioral Health Division, other County agencies having jurisdiction over the project, including Planning, Building, and Fire Departments to present the project and solicit feedback.

Estimate of Probable Construction Cost
Based on 90% Schematic Design progress documents approved by the County, 19six will prepare an estimate of probable construction cost. The estimate will consider anticipated cost of construction, factors for escalation (inflationary effects on construction materials and labor), and contingencies (for project unknowns). Consultants will review and comment on estimate prepared by 19six cost estimating consultant.

Progress Meetings
At stages appropriate to the progress of the work, 19six will facilitate in Progress Meetings with representatives of the stakeholders, Calaveras County Behavioral Health Division, other County staff, and other members of the project team to review progress, determine preferred alternatives and secure approval to proceed.

Phase 1b Meetings:

- Up to Three Web Based Progress Meetings with 19six.
- One Web Based Agency Review Meeting

Phase 1b Schematic Design Deliverables

- Schematic Design Documents

- Entitlements Review and Approvals
- Narrative of Proposed Structural/Utility System Selection
- Review Statement of Estimate of Probable Construction Cost 90% Progress

Phase 2A – Design Development
Phase 2a activities will consist of the further refinement of the Schematic Design, approved by the County through the design development process. Design development tasks will include establishing, evaluating, and selecting interior design direction and finalizing the architectural design and engineering systems and selections for the project.

Interior Design
Interior design tasks will include an imaging exercise that will establish an interior design theme to be further developed in construction documents including, volume studies of interior spaces, alternative image study boards & concepts, alternatives for interior building standards ie: doors, hardware, ceilings, lighting, and plumbing fixtures.

Code/Accessibility Analysis Update
Based on design development exhibits 19six will update the code/access compliance analysis.

Estimate of Probable Construction Cost
Based on final 90% design development progress documents approved by the County, 19six will prepare an estimate of probable construction cost. The estimate will consider anticipated cost of construction, factors for escalation (inflationary effects on construction materials and labor), and contingencies (for project unknowns). Consultants will review and comment on estimate prepared by 19six cost estimating consultant.

Progress Meetings
At stages appropriate to the progress of the work, 19six will facilitate in Progress Meetings with representatives of the stakeholders, Calaveras County Behavioral Health Division, other County staff, and other members of the project team to review progress, determine preferred alternatives and secure approval to proceed.

Phase 2a Meetings

- Up to Three Web Based Progress Meetings with 19six.
- One Web Based Agency Review Meetings.

Phase 2a Design Deliverables

- Design Development 30%, 60% and Final Progress
- Estimate of Probable Construction Cost 90% Progress.

Phase 2B – Construction Documents
Phase 2b activities will consist of the preparation of final construction documents (drawings and project manual/specifications) setting forth in detail the construction requirements for the project.

Project model to be developed in Revit 2024, Construction Document LOD level 300.

Interior Design

Interior design tasks will finalize theme established in Design Development including material/sample boards representing two alternatives for interior materials, finishes and colors, finish schedules for interior materials, finishes and colors, building standards for doors, hardware, ceilings, lighting, plumbing fixtures, and appliances.

Update Code/Accessibility Analysis
Based on construction document exhibits 19six will update the code/access compliance analysis.

Agency Review
19six will facilitate meeting(s) with representatives of the Calaveras County Behavioral Health Division, and other County agencies having jurisdiction over the project to present the project and solicit feedback.

Building Permit Processing
19six will be responsible for the processing of application for building permit and will submit, track, and route the permit applications, resubmittals, and related documents.

Estimate of Probable Construction Cost
Based on final construction documents approved by the County, 19six will prepare an estimate of probable construction cost. The estimate will consider anticipated cost of construction, factors for escalation (inflationary effects on construction materials and labor), and contingencies (for project unknowns). Consultants will review and comment on estimate prepared by 19six cost estimating consultant.

Progress Meetings
At stages appropriate to the progress of the work, 19six will facilitate in Progress Meetings with representatives of the stakeholders, Calaveras County Behavioral Health Division, other County staff, and other members of the project team to review progress, determine preferred alternatives and secure approval to proceed.

Phase 2b Meetings

- Up to Four Web Based Progress Meetings with 19six
- One Web Based Agency Review Meeting

Phase 2b Design Deliverables

- Construction Documents 30%, 60% and 90% (Permit Sets)
- Construction Documents Final Progress (Bid Sets) with Book Specification
- Estimate of Prob able Construction Cost 90% Progress.

Phase 2C – Project Bidding

Project Bidding
19six will assist the County in preparing the final bidding documents including:

- Incorporating bid alternates as directed by the County.
- Answer bid questions and prepare of any addenda.
- Conduct pre-bid conference as scheduled by the County.

Phase 2c Meetings

- One (1) Pre-Bid Walk-Through

Phase 2c Design Deliverables

- Bid Documents and Addenda to be Provided to County in PDF Format

Phase 2D – Project Construction Contract Administration
19six will assist the County in connection with administration of the construction contract including:

- Attendance of pre-construction conference and mobilization conference meetings.
- Facilitate periodic field visits.
- Provide consultant meeting motes and field observation reports.
- Review of submittals and shop drawings
- Assistance to the County in answering contractor requests for information (RFI) as required.
- Review of Proposed Change Orders (PCO's)
- Preparation of the punch list for substantial completion and assistance with final closeout.
- Preparation of "Record Documents" reflecting bid addenda and changes to be based on contractors "As Built Documents" Field Documents. Documents shall be provided in PDF format.

Construction Meetings
19six will attend construction meetings facilitated by the General Contractor.

On Site Meetings
Architectural staff will attend bi-weekly on-site construction meetings with the County and General Contractor.

Construction Field Observations
19six will visit the site at intervals appropriate to the stage of demolition and construction or as otherwise agreed in writing to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents and preparing related reports and communications.

Site Observation Visits
Architect – up to 24 Site Visits – to be concurrent with on-site Construction Meetings
Civil Engineer – up to three (3) Site Visits
Landscape Architect – up to three (3) Site Visits
Structural Engineer – up to three (3) Site Visits
Mechanical Engineer – up to four (4) Site Visits
Electrical Engineer – up to four (4) Site Visits

Punchlist Site Visits
Architect – Up to two (2) punch list site visits and one (1) final walk-through
All other Consultants – up to two (2) punch list site visits and one (1) final walk-through.

EXHIBIT B: BUDGET

19six Architects		Administration		
Consultant/Consultant		Department		
Behavioral Health Building – Architectural and Engineering Services		**CIP - Behavioral Health**		
Description		Division		
January 23, 2024 – June 30, 2026		**New Behavioral Health Building**		
Agreement Term		Project		
1040-2401		**$1,383,829.00**	**10401060**	**5642**
Agreement Number	Project Number	Amount	Org. Key	Object Code

Phase 1		
Scoping, Programming, Schematic Design, Entitlements	$	210,455
Total Phase 1	**$**	**210,455**
Phase 2		
Design Development Phase (Preliminary Plans)	$	273,416
Construction Document Phase (Final Plans)	$	519,904
County Building Permit Submittal	$	47,542
Bidding & Award Phase	$	44,850
Construction Phase	$	287,663
Total Phase 2	**$**	**1,173,375**
Total Contract Amount	**$**	**1,383,830**

CALAVERAS COUNTY BOARD OF SUPERVISORS AGENDA SUBMITTAL

Short Name/Subject Double Springs BESS Benefits Agreement	**Board Meeting Date** September 8, 2026	
Dept: **Administrative Office** **Div:** **Information Technology** **Department Head** Teresa Hitchcock **Phone:** 209-754-6025	**Supervisorial District Number** ☐D1 ☐ D2 ☐ D3 ☐ D4 ☐ D5 ☒ Countywide	Consent Agenda
Published Notice Required: Yes ☐ No ☒ **Public Hearing Required: Yes ☐ No ☒** **4/5 Vote Required: Yes ☐ No ☒**		**Estimated Time:** 0 Minutes
Type of Document: Agreement **PowerPoint Presentation Included: Yes ☐ No ☒**		

RECOMMENDATION:

Authorize the County Executive Officer to enter into a Community Benefits Agreement with Double Springs Energy Storage, LLC pursuant to Condition I-2 of their Conditional Use Permit.

DISCUSSION/SUMMARY:

On August 13, 2026, the Planning Commission, at a noticed public hearing, unanimously approved a Mitigated Negative Declaration and Conditional Use Permit for Double Springs Energy Storage, LLC to construct a utility scale battery energy storage system on an industrial-zoned parcels in Valley Springs. The project will store surplus electricity generated by PG&E at times when supply exceeds demand and sell the electricity back to PG&E when demand exceeds supply. No appeal of the Planning Commission's approval was filed, and the appeal period concluded on August 28, 2026.

The project requires California Public Utility Commission approval, which contains a component requiring consideration of project benefits to the local community. As a result, it is common for these projects throughout the State to enter into agreements with cities and counties to provide a package of defined benefits. Sometimes these agreements are built into development agreements that are reviewed as part of the land use projects—often in exchange for discretionary developer benefits such extensions of time between project approval and the time a building permit is issued. Sometimes, as in this case, the agreement is independent of the land use approval, compensating only for impacts that are not relevant to the approval of a use permit—such as the fact that the unmanned facility will not create long-term jobs or manufacture goods that produce extensive tax revenue.

To prevent the consideration of the land use approval from being conflated with the negotiation of the community benefits agreement, no draft agreement was presented to the Planning staff or the Planning Commission. The mitigated negative declaration and conditional use permit were reviewed solely for their adequacy under the California Environmental Quality Act and the

adequacy of the findings necessary to approve the conditional use permit. Negotiation of the terms of the Community Benefits Agreement was undertaken instead by the County Executive Officer with the assistance of Risk Management, County Counsel, and outside counsel hired expressly for the purpose of assisting with the negotiation of this Agreement. The developer voluntarily agreed to be bound by a condition of permit approval requiring simply that they enter into a negotiated Community Benefits Agreement within a short period of time after the conditional use permit is approved. The language of that condition (Condition I-2) is included in the Planning Commission resolution attached to this item.

During public comment at the Planning Commission hearing, members of the public recommended that the Board of Supervisors consider requiring the Community Benefits Agreement to contain a term requiring the developer to carry liability insurance for the life of the project that is adequate to accommodate damage from a large emergency event. The developer was amenable to that, and outside counsel assisted staff in negotiating a reasonable amount of coverage.

The Community Benefits Agreement also contains a term that expressly requires the developer to fully reimburse the County for all County incident management costs in the event of a fire on the project site, including but not limited to the costs of all consumable materials associated with recovery (such as ongoing water quality testing and/or stormwater mitigation), overtime staffing, backfilling staff at other departments to ensure availability to respond to other emergencies, and other costs accrued through the various County departments as they respond to the fire.

While the granting of the use permit was a Planning Commission approval and is not before the Board, it should be noted that the San Andreas Fire District, in whose district the project lies, participated at length in review and approval of the conditional use permit and CEQA document and expressed its support of the project. Representatives from this District also attended the Planning Commission hearing. Staff also reached out to Toyon Middle School, which also expressed support for the project.

FINANCING: There is no cost to the County associated with this Agreement. Once executed, the Agreement will result in County revenue as follows:

- $1,200,000 in sales and use tax revenue by the end of the first County fiscal year following commencement of commercial operation (developer to pay any difference between actual sales and use tax received and $1,200,000.)
- One-time payment of $750 per megawatt hour of the operating capacity of the project at the time certificate of occupancy is issued. As capacity is added over the life of the project, $750 per additional megawatt hour will be paid at the time a certificate of occupancy is issued for the added capacity. (The maximum approved capacity is 800MWh.)
- One-time payment of $200,000 to the County General Fund at the time the certificate of occupancy is issued to support the County's highest priorities at that time.
- Reimbursement of County staff time costs and consultant costs associated with the review and approval of the development project, including outside counsel costs.

ALTERNATIVES:
The Board of Supervisors (Board) may choose to do any of the following:

a) Take the action recommended by the department to authorize the County Executive Officer to enter into the Community Benefits Agreement as proposed.

b) Recommend amended terms and/or continue the item to another date for further consideration. This option is not recommended, as the land use project has already been independently approved by the Planning Commission through the required quasi-judicial proceeding. This Agreement serves only to provide the County with additional benefits that were not necessary to the consideration of the development permit application. The County engaged outside counsel familiar with the negotiation of these agreements to work with the administrative office and developer on terms that are typical of these projects.

c) Decline to enter into the Agreement. This is not recommended because the CEQA document and use permit were already approved on their own merits, and this Agreement serves only to provide significant financial benefits to the County that are not otherwise required.

OTHER AGENCY INVOLVEMENT: Risk Management; County Counsel

Recording Requested By: County of Calaveras **When Recorded Mail To:** County of Calaveras [address]	

(Above for Recorder's Use Only)

DOUBLE SPRINGS ENERGY STORAGE PROJECT

COMMUNITY BENEFITS AGREEMENT

This Community Benefits Agreement, hereinafter "Agreement," is made on and shall become effective this 8th day of September, 2026 (the "Effective Date") by and between the County of Calaveras ("County") a political subdivision of the State of California, and Double Springs Energy Storage, LLC, a Delaware limited liability company (the "Applicant"). County and Applicant are from time to time hereinafter referred to as the "Parties."

Recitals

Whereas, the Calaveras County Board of Supervisors, through the County General Plan, including Policies LU 5.10 and PF 3.1, supports the development of renewable energy and other energy projects within the County, provided that economic and community concerns are considered and addressed; and,

Whereas, the Applicant submitted an application to develop an 800-megawatt hour ("MWh") battery energy storage facility on approximately 15 acres that is under full site control by the Applicant (the "Project"); and,

Whereas, Double Springs Energy Storage, LLC, as the Project applicant, is the entity that will control, manage and operate the Project in accordance with the terms and conditions of the Conditional Use Permit No. 2024-086 (the "CUP"); and,

Whereas, the land subject to this Agreement is located in unincorporated Calaveras County and includes Assessor Parcel Numbers (APNs) 040-002-017, 040-002-018, and 040-002-019 and is described as set forth in Exhibit A, Legal Description (the "Project Site"); and,

Whereas, the Parties in good faith believe economic benefits will result from the Project in the form of increased economic output, increased property taxes and sales and use taxes, and wages and benefits during construction and operation of the Project; and

Whereas, the Parties intend for this Agreement to supplement the anticipated increased economic output, increased property taxes and sales and use taxes, and other benefits by providing specified additional economic benefits for local communities throughout and within the County; and,

Whereas, Applicant and County voluntarily enter into this Community Benefits Agreements to provide for a concerted and coordinated effort to enhance the benefits of the Project to local communities throughout the County;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, Applicant and County do herby agree as follows:

SPECIFIC TERMS

TERM

The term of this Agreement shall commence on the Effective Date, provided above, and shall continue in full force and effect for the term of the CUP, or at such time when the Project ceases operation or the CUP is terminated, whichever occurs earlier ("Term").

COMMUNITY BENEFITS

Applicant shall take the following actions, which the Parties agree will provide economic benefits throughout the County. Such benefits may include but are not limited to economic development and enhancement to the quality of life in neighboring communities.

I. Sales Tax

The Applicant shall act in good faith and use commercially reasonable efforts to cause sales and use taxes associated with the construction of the Project to occur in the unincorporated area of Calaveras County. The Applicant shall also use commercially reasonable efforts to encourage its contractors and subcontractors to have a substantial portion of the sales and use taxes associated with Project construction occur in the unincorporated area of Calaveras County; such efforts shall include local hiring outreach efforts by the Applicant. It is anticipated the County will receive a total of at least one million two hundred thousand dollars ($1,200,000) in Project sales and use tax revenue. At the end of the first full County fiscal year following commencement of commercial operation of the Project, once the data is available, the County shall provide Applicant with an accounting, identifying the amount of all Project sales and use tax revenue received from the Project. If the County determines that amount of Project sales and use tax revenue received by the County is less than $1,200,000, the County shall invoice Applicant for the difference (i.e., $1,200,000 less the amount of Project sales and use tax revenue actually received) and provide Applicant with the information relied upon by the County in making such determination (to the extent such disclosure is not prohibited by law). Applicant shall have thirty (30) days to either remit payment to the County or provide any comments or additional information to the County regarding the amount of the Project sales and use tax revenue, which the County shall consider in good faith. No later than thirty (30) days following the receipt of

any such information from Applicant, the County shall notify Applicant in writing whether its determination of the Project sales and use tax revenue has changed and, if so, issue a revised invoice to Applicant. Applicant will remit payment to the County within thirty (30) days of receipt of such notice, regardless of whether or not the invoice has been revised. For avoidance of doubt, the payment of sales and use taxes to the County under this provision is a one-time payment.

To maximize the County's receipt of sales and use taxes paid in connection with the construction of the Project, and to ensure the County realizes such sales and use tax revenue, prior to the County's issuance of the first building permit for the Project, the Applicant shall, at a minimum, obtain, and maintain until commercial operation of the Project, a street address within the unincorporated portion of Calaveras County for acquisition, purchasing, and billing purposes and register this address with the State Board of Equalization.

II. Public Service Fees

Prior to issuance of a certificate of occupancy for the Project, the Applicant shall pay to the County for its General Fund a one-time payment equal to $750 per megawatt hour of the operating capacity of the Project authorized under the certificate of occupancy. Each time additional capacity subsequently is added (up to the approved 800 MWh), the Applicant shall make an additional one-time payment equal to $750 per megawatt hour for the added capacity prior to issuance of the certificate of occupancy authorizing the additional capacity.

Prior to issuance of a certificate of occupancy for the Project, Applicant shall provide a one-time contribution of two hundred thousand dollars ($200,000.00) to the County for its General Fund to support the highest priorities of the County.

III. Emergency Response

In the event a fire occurs on the Project Site at any time during the life of the Project that is caused by the construction, maintenance, operation or decommissioning of the Project, Applicant agrees to fully reimburse the County for all County incident management costs, including but not limited to the costs of all consumable materials associated with recovery (examples include ongoing water quality testing and/or stormwater mitigation). County incident management costs include, but are not limited to, all overtime staffing costs associated with the response and recovery, this includes not only overtime for County personnel assigned directly to the incident, but also overtime for backfilling staff at other departments to ensure County is staffed for responses to other incidents. Examples of other staff costs associated with the response and recovery include the County's Public Works Department, the Calaveras County Sheriff's Department, the County's Office of Emergency Services, and the Calaveras County Environmental Health Department.

GENERAL TERMS

I. PROJECT DEVELOPMENT

Development of the Project shall be in substantial conformity with the approved plan, attached as Exhibit A to the Conditional Use Permit. As permitted by Calaveras County Code §17.27.120(A), the Planning Director may approve minor revisions to the approved plan requested by Developer, including but not limited to alterations to access points, interior access ways, utility and stormwater locations, use of alternate battery storage manufacturers/technologies, and layout revisions provided sufficient fire access is maintained and there is no expansion to the limits of disturbance as shown on the approved plan.

II. INDEMNITY

Applicant shall defend, indemnify, save and hold harmless the County, its elected and appointed officials, officers, employees, agents and volunteers from any and all claims, actions proceedings or liability of any nature whatsoever (including attorneys' fees and costs awards) arising out of, or in connection with Applicant's performance under this Agreement, arising out of or in connection with the County's review or approval of the Project, or arising out of or in connection with the acts or omissions of the Applicant, its agents, employees, volunteers, visitors, customers, or contractors. With respect to review or approval, this obligation shall also extend to any effort to attack, set aside, void, or annul the approval of the Project or the County's determination that no approval or a lesser approval was required, including but not limited to any contention the Project or its approval is defective because a County ordinance, resolution, policy, standard or plan is not in compliance with local, state or federal law. With respect to acts or omissions of the Applicant, its agents, employees, or contractors, their obligations, hereunder shall apply regardless of whether or not the County prepared, supplied or approved plans, specifications or both. County may, in cooperation with Applicant, select counsel for its defense under this Section. The obligations specified herein shall be binding on any successors or assigns of Applicant. However, Applicant's indemnification obligations set forth in this Section shall not apply to the extent any such claims are the result of the gross negligence or willful misconduct of County.

III. COOPERATION IN THE EVENT OF LEGAL CHALLENGE

The filing of any third-party lawsuit(s) against County or Applicant relating to this Agreement, the Project approvals, or other development issues affecting the Project Site shall not delay or stop the development, processing or construction of the Project, unless the third party obtains a court order preventing the activity. County shall not stipulate to or cooperate in the issuance of any such order, without the prior written consent of Applicant.

In the event of any administrative, legal, or equitable action instituted by a third party challenging the validity of any provision of this Agreement, the procedures leading to its adoption, or the Project approvals for the Project, Applicant and County each shall have the right, in its sole discretion, to elect whether or not to defend such action.

If both Parties elect to defend, the Parties hereby agree to affirmatively cooperate in defending said action and to execute a joint defense and confidentiality agreement in order to share and protect information, under the joint defense privilege recognized under applicable law. As part

of the cooperation in defending an action, County and Applicant shall coordinate their defense in order to make the most efficient use of legal counsel and to share and protect information. Applicant and County shall each have sole discretion to terminate its defense at any time. Applicant shall be responsible for the reasonable costs of County's independent defense counsel and Applicant shall reimburse County, within thirty (30) days following County's written demand therefor, which may be made from time to time during the course of any action, including County's reasonable administrative, legal, and court costs and County Attorney oversight expenses. In any case, Applicant shall indemnify, defend, and hold harmless the County from and against all damages, attorneys' fees and costs in accordance with this Section, awarded against County by way of settlement, judgement, or stipulation.

If Applicant elects not to defend or elects to terminate its defense, Applicant shall give written notice to County of its election not to defend/termination of its defense, and the Project approvals in question in the administrative, legal, or equitable action shall terminate and have no further force and effect. Applicant shall have no further obligations under this Section following termination, other than to reimburse County for County's reasonable administrative, legal and court costs incurred with respect to Applicant's decision to terminate.

The County shall not settle any third-party litigation of Project approvals without Applicant's consent. If the terms of the proposed settlement, as agreed to by Applicant, would require an amendment to the Project approvals, such amendment shall not become effective unless and until approved by County.

IV. REIMBURSEMENT FOR COUNTY PROCESSING SERVICES

Applicant agrees to pay certain costs relating to the review and processing of the subject Project, including costs associated with County staff time, services of legal counsel, and consultants (including but not limited to environmental consultants) retained by the County to assist in processing the application for the subject Project. Costs subject to reimbursement include third-party consultant fees and costs (including, but not limited to, CEQA consultants, attorneys, planning and design consultants, and other technical and professional consultants as deemed necessary by County), with no mark-up; and costs of work performed by County staff associated with application processing (including, but not limited to, review of environmental documents and technical reports and preparation of staff reports), with no mark up.

Within 30 days following the execution of this Agreement, the County shall provide to Applicant invoices for time worked by County staff, legal counsel, and consultants associated with costs subject to reimbursement pursuant to this Section IV. Applicant shall review and remit payment for such services within 30 days of receipt of all invoices from County.

V. INSURANCE

Commencing on the commercial operation date of the Project and continuing for so long as Applicant owns or operates the Project, Applicant shall, at its sole cost and expense, maintain or cause to be maintained, for the mutual benefit of County and Applicant, commercial general

liability insurance covering claims for bodily injury, death, and property damage arising out of the use, ownership, operation, or maintenance of the Project. Such insurance shall provide combined limits of not less than $11,000,000 per occurrence and $12,000,000 in the annual aggregate, which limits may be satisfied through a combination of commercial general liability, umbrella liability, and excess liability insurance. County shall be named as an additional insured under such coverage with respect to liability arising out of Applicant's use, ownership, operation or maintenance of the Project, on a primary and non-contributory basis.

VI. APPLICABLE LAW; VENUE

The Parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the Parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance.

Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Calaveras County, unless the Parties agree otherwise or are otherwise required by law.

VII. NOTICES

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notice shall sufficiently be given for all purposes as follows:

a. Personal Delivery

When personal delivery to the recipient, notice is effective upon delivery.

b. First Class Mail

When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

c. Certified Mail

When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by return receipt.

d. Overnight Delivery

When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective upon delivery, if delivery is confirmed by delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

IF TO THE COUNTY:

Calaveras County Administration
Attn: Teresa Hitchcock, County Executive Officer
891 Mountain Ranch Road, Building A
San Andreas, CA 95249

with copies to

Calaveras County Counsel
Attn: Julie Moss-Lewis, Assistant County Counsel
891 Mountain Ranch Road
Building A
San Andreas, CA 95249

DOUBLE SPRINGS ENERGY STORAGE, LLC:

One Bridge Street, Suite 11
Irvington, NY 10533
Attn: President

VIII. BREACH OF CONTRACT

Upon breach of this Agreement by either Party, the non-breaching party shall have all remedies available to it both in equity and/or at law.

IX. RECORDS

The Applicant shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, the Applicant shall furnish County such periodic reports as County may reasonably request pertaining to this Agreement. The costs and obligations incurred or to be incurred in connection with the preparation of such reports shall be borne by the Applicant.

X. SUCCESSORS IN INTEREST

All the terms, covenant, and conditions of this Agreement shall be binding and in full force and effect upon any successors in interest and assigns of the Parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

XI. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the

remaining provisions, or portions of them, will not be affected unless explicitly determined by the court.

XII. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by all Parties.

XIII. LIMITED AFFECT OF WAIVER

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the Parties hereto. No oral waiver of any default, breach or condition precedent shall be binding onto any of the Parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

XIV. HEADINGS

Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

XV. EXHIBITS AND RECITALS

The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

XVI. ENTIRE AGREEMENT REPRESENTED

This Agreement represents the entire Agreement between the Parties as to its subject matter and no prior oral or written understanding shall be of any force or effect.

[SIGNATURE PAGES FOLLOW]

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

EXECUTION OF AGREEMENT

IN WITNESS HEREOF, the COUNTY has executed this Agreement as of the ___ day of _____, 2026.

COUNTY OF CALAVERAS

By: _____

IN WITNESS HEREOF, DOUBLE SPRINGS ENERGY STORAGE, LLC has executed this Agreement as of the 1st day of September, 2026.

DOUBLE SPRINGS ENERGY STORAGE, LLC

By: _____
Thomas Leahy

COUNTY OF CALAVERAS, STATE OF CALIFORNIA
PLANNING COMMISSION

RESOLUTION NO. 2026-012

>>A RESOLUTION ADOPTING THE MITIGATED NEGATIVE DECLARATION AND APPROVING CONDITIONAL USE PERMIT 2024-086 FOR DOUBLE SPRINGS ENERGY STORAGE, LLC TO CONSTRUCT A UTILITY SCALE BATTERY ENERGY STORAGE SYSTEM (BESS) FACILITY AND ASSOCIATED IMPROVEMENTS IN THE M4 ZONE

WHEREAS, the Planning Department of the County of Calaveras received an application from Double Springs Energy Storage, LLC (a whole subsidiary of Nadara, Inc.) requesting approval of a Conditional Use Permit 2024-086 to permit a battery energy storage system (BESS) facility and associated improvements on three, separate vacant M4 parcels totaling approximately 15 acres; and

WHEREAS, the proposed project is located on real property in the unincorporated portions of the County of Calaveras, more particularly described as APNs 040-002-017, 040-002-018, and 040-002-019, three separate parcels, in Valley Springs, in Section 9, T04N, R11E, MDM; and

WHEREAS, an Initial Study and Mitigated Negative Declaration was prepared and available for public review for 30 days, pursuant to the requirements of the California Environmental Quality Act, which adequately addressed the potentially significant impacts associated with the proposed project; and

WHEREAS, these CEQA documents were sent to applicable California Native American tribes as required by AB 52, and no requests to consult with the County Planning Department were received; and

WHEREAS, all documents contained in or attached to the staff report and all documents submitted by any party or member of the public for purposes of this hearing prior to its conclusion shall be incorporated by reference herein; and

WHEREAS, during a noticed public hearing on August 13th, 2026, the Planning Commission considered all of the information presented to it, including its staff report, CEQA documentation, information presented by the project proponent and public testimony presented at the meeting;

BE IT THEREFORE RESOLVED, that the Planning Commission adopts the Mitigated Negative Declaration and approves Conditional Use Permit 2024-086, based on the following findings:

1. Based on the whole record, there is no substantial evidence that the project as designed and conditioned will have a significant effect on the environment. A

Mitigated Negative Declaration has been prepared in accordance with the California Environmental Quality Act (CEQA), California Public Resources Code §21000 et seq. The Initial Study and Mitigated Negative Declaration reflect the independent judgment and analysis of the preparer.

EVIDENCE The project is a conditional use permit to construct and operate a utility scale battery energy storage system (BESS) facility and associated improvements. Pursuant to CEQA guidelines, Dudek prepared an Initial Study and Mitigated Negative Declaration (ISMND), finding that the project will have a less than significant impact with the proposed mitigation measures. The ISMND was available for public review from December 5th, 2025, through January 6th, 2026. Six letters were received from the California Valley Miwok Tribe, the California Department of Transportation (Caltrans), the Calaveras Unified School District (CUSD), the California Department of Fish and Wildlife (CDFW), and the San Andreas Fire Protection District (SAFPD), which provided two comment letters. No comments were received from neighboring property owners or the general public.

The California Valley Miwok Tribe had no comment and Caltrans provided general comments informing about its required procedures if work is to take place in the State right-of-way. CUSD raised concerns and posed questions related to increased traffic around the school, toxic air contaminants in the event of an emergency event, groundwater contamination, and emergency evacuation plans for the school. A response to those comments was prepared explaining why the ISMND mitigates all potential impacts to less than significant.

While CDFW largely agreed with the mitigation measures proposed in the draft ISMND, they suggested revisions including a relocation plan for California tiger salamanders and California red-legged frogs, several additional measures for the Crotch's bumble bee, and permitting for jurisdictional waters. Further revisions were made in coordination with CDFW and incorporated into the final MND; a summary of the changes is discussed in Finding 2 of this resolution. All potential impacts to biological resources have now been mitigated to less than significant.

SAFPD raised several concerns in their initial response letter to the ISMND routing, including the project's impact on public services and SAFPD's ability to provide services, stormwater runoff impacts, and large-scale failures of the system and resulting emissions. After further discussion with the applicant, SAFPD provided a second letter replacing the first and stating that their concerns had been addressed predicated on the creation of an Emergency Response Plan (a state requirement pursuant to Senate Bill 38 (2023)). Despite the reduction in its level of concern, staff analyzed the comments to ensure that the ISMND mitigates all fire impacts to less than significant, and a mitigation measure was added to bolster the Fire Safety Plan.

The comment letters and Dudek's responses to the comments can be found in Attachments 4 and 6 of the staff report, which is incorporated by reference herein.

The ISMND found potential impacts related to biological resources including special status species, cultural and tribal resources, paleontological resources, hazardous materials, traffic, and wildfire. Mitigation measures have been imposed on the project requiring conformance with the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (Exhibit B) to reduce potential significant impacts of the project to less than significant. Exhibit B is incorporated by reference into this resolution.

2. Pursuant to CEQA Guideline § 15074.1, no recirculation of the Mitigated Negative Declaration (MND) is required despite the County's amendment to mitigation measures MM-BIO-1, MM-BIO-2, MM-BIO-3, MM-BIO-4, and MM-HAZ-2 as the amendments derive from comments provided by the California Department of Fish and Wildlife (CDFW) and the San Andreas Fire Protection District (SAFPD) as part of the public review process; because granting of the conditional use permit is contingent on the adoption of the MND; and because the amendments to the MND will be equally or more effective in mitigating or avoiding potential significant effects, and will not themselves cause any potentially significant effect on the environment.

   EVIDENCE Per CEQA Guideline § 15073.5, recirculation of a negative declaration (including a mitigated negative declaration) is not required absent the need for a "substantial revision" to the document and is expressly not required when "mitigation measures are replaced with equal or more effective measures pursuant to Section 15074.1". On December 30th, 2025, the California Department of Fish and Wildlife (CDFW) responded with comments to the County Planning Department's circulation of the Initial Study and Mitigated Negative Declaration (ISMND) for this project (Attachment 5 of the staff report). The potential for impacts was gauged through literature searches, database reviews, and pedestrian level field surveys. The original ISMND recognized the potential for project impacts to various biological resources and recommended mitigation measures to reduce these potential impacts to less than significant. Five mitigation measures for California tiger salamanders and California red-legged frogs, nesting birds, Crotch's bumble bees, jurisdictional water, and power line standards to reduce collisions and/or electrocution of birds were proposed. CDFW, the State's trustee agency for California's biological resources, agreed that an MND is the appropriate CEQA document and did not identify any additional impacts to these resources, but they recommended bolstering the proposed biological resource mitigation as follows after two further discussions:

   - <u>Mitigation Measure (MM)-Biological Resources (BIO)-1 – California Tiger Salamander and California Red-Legged Frog Protections</u>
     - Stating the relocation plan be done in coordination with CDFW and U.S. Fish and Wildlife Service
     - Revising language for fence inspections for California tiger salamanders and California red-legged frogs to clarify timing and who should be conducting the inspections

- MM-BIO-2 – Nesting Birds
    - Revising nesting survey dates to February 1 through August 31 and the survey radius to ½ mile for raptors and 500 feet for other nesting birds
    - Providing Calaveras County a report outlining the number of nests and bird species present
    - Increasing the buffer if signs of agitation or territorial behavior occur during construction activities
    - Requiring buffers remain in place until after breeding season or the qualified biologist confirms the chicks have fledged, are foraging independently, and the nest are no longer active for the season
- MM-BIO-3 – Crotch's Bumble Bee
    - Revising the pre-construction survey date to March 1 through October 31
    - Revising requirement that if Crotch's Bumble Bee nests are found, work will stop and the applicant shall consult with DCFW regarding the potential of a take, and to determine necessary survey methods
    - Adding requirements for seasonal restrictions
    - Adding requirements for vegetation management
    - Adding requirements for lighting minimization
    - Adding requirements regarding the use of rodenticides and pesticides
- MM-BIO-4 – Wetlands and Waters Mitigation
    - Referencing that any work to jurisdictional waters must comply with State and Federal laws
    - Revising the language of the mitigation measure to state the compensatory mitigation ratio for permanent impacts to wetlands shall be negotiated with the appropriate agency

Additionally, the San Andreas Fire Protection District (SAFPD) provided initial comments to the ISMND routing on January 5th, 2026, raising several concerns regarding the project's impact on public services and SAFPD's ability to provide services, stormwater runoff impacts, large-scale failures of the system and resulting emissions, and decommissioning of the site. SAFPD provided a second letter to replace the first on April 21st, 2026, stating it replaced their initial comments. Their second letter was based on the identification of a newer state law compliance requirement requiring the creation and approval of an Emergency Response Plan pursuant to Senate Bill 38 (2023). In response to SAFPD's comments, the County Planning Department reviewed the statute and recommended bolstering the following proposed mitigation measures as follows:

- Mitigation Measure (MM)-Hazards and Hazardous Materials (HAZ)-2 – Fire Safety Plan

- Referencing PUC 761.3 in a way that ensures certain otherwise optional components of Emergency Response Plans are made mandatory
- Requiring that the Emergency Response Plan address evacuation protocols for Toyon Middle School

Finally, the County Planning Department bolstered the discussion of decommissioning by adding more information about financial security to the decommissioning section of the project description, which is required as a condition of approval.

Under CEQA Guideline § 15074.1, the lead agency (the County) may, prior to project approval and pursuant to a public hearing, add, amend or replace originally proposed mitigation measures with measures that the lead agency determines are "equivalent or more effective". The proposed changes derive entirely from comments and recommendations made by CDFW and SAFPD to further reduce the potential for the project to have significant impacts on biological resources that may be found on or near the project site and on the community from hazards and/or hazardous materials. The proposed changes require coordination with the appropriate agencies to make the original mitigation more effective, increase the scope, timing, and requirements timing of pre-construction species surveys to render the originally proposed mitigation more effective at avoiding the potential for impacts to biological resources, and make certain optional state law requirements for emergency plans mandatory in order to bolster the effectiveness of the plan. Since the proposed project is a conditional use permit (CUP), which already requires a public hearing, and since the granting of the proposed CUP is, as a matter of state law, dependent on the County first (or simultaneously) approving the amended ISMND, the proposed amendments to the ISMND will be incorporated into the project approval, making recirculation of the amended ISMND prior to the hearing unnecessary (see CEQA Guideline § 15074.1(c)).

3. The proposed use is allowed within the applicable zone and complies with all other applicable provisions of this title and all other titles of the Calaveras County Code.

   EVIDENCE The applicant is requesting approval of a CUP under Chapter 17.31 of the Calaveras County Zoning Code for the operation of a battery energy storage system (BESS) facility on three vacant M4 zoned parcels. The project will contain approximately 240 battery units and associated improvements, including a fire buffer and access road. The facility is expected to operate 24 hours a day, every day of the year. The battery energy storage system (BESS) facility fits the definition of and is permitted in the Business Park (M4) zone as a "Public Works and Utility" use with the approval of a Conditional Use Permit (Table 17.07.020: Land Use Regulations - Industrial Zones, Transportation, Communication, and Utility Uses). The project, as proposed and conditioned, complies with the standards of Title 17, including the

required findings for a CUP, and all other titles of the Calaveras County Municipal Code.

4. The proposed use is consistent with the general plan and any applicable specific plan.

   EVIDENCE The BESS facility is an industrial project being proposed on industrial-zoned land. The proposed project site has an “Industrial” general land use designation and is not located within a Community Plan area. The site’s M4 zoning is also consistent with the Industrial land use designation. Several of the goals, policies, and implementation measures of the General Plan are applicable to the project, including those related to biological resources, resource production, hazards and hazardous materials, and safety. As proposed, the project is consistent with the applicable objectives of the General Plan including Policies LU 1.3, “Encourage development of infill parcel and redevelopment of underused properties” and LU 5.9, “Encourage and facilitate the renovation and reuse of underutilized and vacant parcels, industrial sites, buildings, and retail centers. The project is also in compliance with Goal LU-3, encouraging growth and development that effectively uses planned infrastructure, facilities, and public services. The project will develop three merged vacant parcels located within an industrial park. The BESS facility will require a connection to the existing power grid, and this will be achieved by connecting to the Valley Springs PG&E substation located immediately east of the project site.

   Additionally, although not located on or proposing to convert Resource Production Land, the project is subject to Implementation Measure RP-1B – Findings for Approval, the findings for which are made below.

   RP-1B – Findings for Approval requires that before granting approval of a discretionary development application involving or adjoining land designated Resource Production a determination shall be made by the approving authority that the proposed use:

   A. Will not intensify significantly existing conflicts or add new conflicts between uses on Resource Production lands and adjoining residential or incompatible uses; and

      Evidence The project site is three undeveloped industrial parcels and there are no known existing conflicts between uses on the Resource Production (RP) lands and any of the other adjoining parcels. The project is an unmanned battery energy storage system facility, and the use would not create any new conflicts. Battery energy storage systems of this nature do not create emissions or other noxious side effects that would affect the ability of neighboring parcels to graze livestock or conduct other commercial agricultural activities authorized in the RP zone. During regular operations, the project will not produce any odors that would impact RP uses and the noise generated will be within the levels allowed by the Calaveras County Code and the General Plan. As this is an unmanned facility, the project will not create disruptive traffic or generate

large populations adjacent to RP lands. The Notice of Intent for the ISMND was also sent to all property owners within 300 feet of the parcels at issue and no concerns about incompatibility were raised.

B. Will not create an island effect wherein Resource Production lands are located between the proposed project site and incompatible land uses; and

Evidence There are no known incompatible uses on the other parcels adjoining the RP lands, which are used for cattle grazing, and the proposed use will not be incompatible with RP lands. Additionally, the project does not propose a zoning amendment or a general plan amendment. Therefore, no island effect will be created.

C. Will not significantly reduce or destroy the buffering effect of existing large parcel sizes adjoining Resource Production lands; and

Evidence The project does not propose to subdivide the parcels. The three existing separate parcels are proposed to be merged into one legal parcel totaling 15 acres. Furthermore, the project site is zoned Business Park (an industrial zone) and has an Industrial land use designation. The proposed use is not expected to impact the adjoining RP lands, which are used for cattle grazing, as it is unlikely to produce any odors, create excessive noise, or otherwise negatively impact the cattle's comfort level or behavior.

D. Will not hinder timber production, harvesting practices, mineral production, mining practices, agricultural production and practices, access to water and public roads or otherwise conflict with the continuation of resource production operations or activities.

Evidence The proposed use will be contained to the existing boundaries of APNs 040-002-017, -018, and -019, and the parcels at issue do not contain any of the uses addressed in these findings. The proposed use will not hinder access to water or public roads, and – for the reasons described above in Findings A-C – will not conflict with nearby resource production activities. No off-site improvements in the surrounding area are required, except for connections to the PG&E substation immediately east of the project site and an encroachment onto the project site from Double Springs Road, located to the south of the site. Neither of these improvements have the capacity to hinder existing or future agricultural activities on nearby parcels. Therefore, any existing or future resource production uses on the parcels to the west and north will not be affected by the project.

5. The proposed use will not have the potential to adversely affect the public health, safety, or general welfare of the community, nor be unreasonably detrimental to surrounding properties or improvements.

EVIDENCE An Initial Study and Mitigated Negative Declaration (ISMND), including an air quality analysis and hazardous consequence analysis (HAC), were completed by an environmental, planning, and engineering firm. The applicant also retained a fire science expert to analyze the proposed design against the designs of BESS

projects in other locations that caught fire and explain why the proposed design is highly unlikely to result in an incident that would affect public health or safety, particularly as conditioned. The project was found through CEQA analysis to have a less than significant impact on air quality and a less than significant impact with mitigation for hazards, including wildfire. CalFire voiced no objection to the project, and the San Andreas Fire Protection District now agrees with the conclusion that the project will have a less than significant impact given the need to adopt of an Emergency Response Plan (ERP) as required by Senate Bill 38 (2023). Furthermore, some optional components of the ERP will be made mandatory through conditions of approval.

Each battery unit is made up of multiple modules that house multiple cells. Industry testing (Appendix J of the ISMND) has shown that propagation of an event from one cell to another within the same module is highly unlikely. The consulting firm modeled two scenarios in which 20 cells and an entire enclosure (4,992 cells) experienced a thermal runaway event and concluded there would be no significant impacts to sensitive receptors such as the surrounding residences and Toyon Middle School. Furthermore, a thermal runaway event is unlikely to occur based on current industry testing and the safety systems in place. Finally, a fire safety plan and ERP are required, and the CUP has been conditioned to include a requirement that the ERP include evacuation procedures for Toyon Middle School. The HAC determined that, under the modeled scenarios, emissions to nearby sensitive receptors would be well under acute exposure guidelines and reference exposure levels, and the acute hazard index would not exceed thresholds for cancer risk.

The project does not create any hazardous roadways, reduce response times, or impact existing emergency services provided in the area. Imposed conditions are based on review of public comments and comments made by local and state agencies and departments responsible for access, water, wastewater, public health, safety and general welfare. A review of these comments and recommendations suggested that conditions of approval are necessary to protect the health, safety, and welfare of the general public, and are included in this resolution. Similarly, compliance with the MMRP and conformance to the project description are included also as conditions of approval.

6. The proposed use complies with any design or development standards applicable to the zone or the use in question, unless waived or modified pursuant to the provisions of this title.

   EVIDENCE The parcel is not located in a Design Review overlay zone, there are no design standards applicable to this parcel, and the use is not subject to any specific development standards. The evidence provided to support Finding 3 applies equally to this finding and is incorporated by reference herein.

7. The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and reasonably foreseeable future land uses and circulation in the vicinity.

EVIDENCE While the BESS facility is proposed to operate 24 hours a day, every day of the year, the use will be compatible with the surrounding land uses. The project site is located in an industrial park near the Highway 12 and Highway 26 intersection east of Valley Springs. The site has not been previously developed and is approximately 15 acres; project improvements will occupy about 10.5 acres. To the north and west of the site are agricultural uses, and to the south and east are industrial uses, businesses, and Toyon Middle School. The project site (measured from the closest property boundary, not the closest enclosure) is approximately 1,130 feet from the closest residence and approximately 2,360 feet (approximately half a mile) from Toyon Middle School, located to the east.

The facility will be unmanned and it will not be open to the public, so it will not create large amounts of traffic. A noise analysis was completed and found that the project, which will include a 7-foot-tall concrete block wall, will not exceed the noise requirements of the County Code and General Plan. A hazards consequence analysis was also completed, modeling a scenario in which 20 cells were to undergo a thermal runaway event – ten times larger than industry testing found would occur if a thermal event or fire started in one cell – and another one involving 4,992 cells. In neither of these unlikely scenarios were there projected impacts to air or soil quality that exceed allowed thresholds or that raised levels of toxins above those safe for humans. The assessment stated that, as the project is proposed, this scenario was unlikely to occur. Pursuant to the ISMND there will be no significant impacts to the surrounding area and uses with the adoption of the proposed mitigation measures.

8. The site is physically suitable for the type of the use being proposed, including access, utilities, and the absence of physical constraints.

EVIDENCE The project site is approximately 15 acres in size. The total planned disturbed area is approximately 10.5 acres, 5 acres of which will be devoted to the equipment pad where the battery enclosures and associated equipment will be placed. Additionally, there is adequate access to the site, including for emergency response vehicles, from Double Springs Road, a county-maintained road. A commercial encroachment permit will be required for the new access road onsite. The project site is immediately west of the Valley Springs PG&E substation, simplifying the required interconnection with the power grid and limiting the construction required for utilities. Although there is an intermittent stream that runs the entire length of the parcel from east to west through its southern portion and the access driveway must cross it, the biological assessment found less than significant impacts resulting from the construction of the access road, fencing, and detention pond. A Lakebed and Stream Alteration Agreement is also required through MM-BIO-4.

BE IT FURTHER RESOLVED, that the Planning Commission approves Conditional Use Permit 2024-086 based on the following conditions:

I GENERAL CONDITIONS

I-1. This Conditional Use Permit will expire if not validated or extended within two (2) years of the date of approval.

I-2. Within sixty (60) days of the approval of the Conditional Use Permit, the Applicant and the Calaveras County Board of Supervisors shall enter into a mutually agreeable community benefits agreement, which the Applicant has voluntarily agreed to be subject to as a condition of the approval of this Use Permit. The community benefits agreement shall be a purely economic instrument that does not in any way alter or affect the project description or any of the Applicant's benefits or obligations under the Conditional Use Permit or Mitigation Monitoring and Reporting Program. Unless an appeal of the Conditional Use Permit is timely filed, County staff shall present a mutually agreeable draft community benefits agreement for discussion at the second Board of Supervisors meeting after the approval of the Conditional Use Permit. Should a timely appeal be filed, the proposed community benefits agreement shall be presented to the Board at the meeting following the one at which the appeal is heard. Should County staff fail to agendize a mutually agreeable draft community benefits agreement for any reason outside of the Applicant's control or influence, or should an appeal be timely filed, the 60-day timeline attached to this condition shall be extended such that no more than 30 days shall pass between the time the Community Benefits Agreement is initially presented to the Board of Supervisors for discussion and the deadline for the Applicant to meet this condition. No building permit shall be issued until this condition is met. However, this condition and the Conditional Use Permit shall automatically terminate if the Community Benefits Agreement is not entered into 180 days after the approval of the Conditional Use Permit. The Planning Commission recommends the Board of Supervisors consider adding a term to the community benefits agreement requiring liability insurance coverage adequate to cover damage resulting from a large emergency event affecting the surrounding community.

II PLANNING DEPARTMENT

II-1. Within five (5) working days from the date of approval, the applicant shall pay all applicable County Administrative fees ($50) and State Department of Fish and Wildlife fees to the County Recorder's Office to facilitate the filing of the Notice of Determination.

II-2. This approval is for a Conditional Use Permit (CUP) to operate a battery energy storage system (BESS) facility and associated improvements at a particular location. The Project shall be developed, operated, and decommissioned in conformance with the scope of the project as described in Section 2 – Project Description of the Mitigated Negative Declaration attached in Exhibit C, which is incorporated by reference herein.

II-3. The Project shall remain at all times in conformance with 1) the project plans in Exhibit A, which is attached hereto and incorporated by reference herein, 2) all conditions of approval contained herein, and 3) the Mitigation Monitoring and Reporting Program for Project No. 2024-086, which is attached hereto and incorporated by reference as Exhibit B.

II-4. The Applicant must pay a financial security that the County Planning Department reasonably deems adequate to cover the full cost of decommissioning before a certificate of occupancy is obtained. Every three (3) years, the Applicant must recalculate the total decommissioning cost and adjust the required financial security to the County Planning Department's reasonable satisfaction, paying whatever additional amount is required to accommodate an increase in the amount secured at the time of recalculation.

II-5. The Applicant shall report any special-status species and natural communities detected during Project surveys to the California Natural Diversity Database (CNDDB) within 30 days of detection and shall notify the County Planning Department of having done so.

II-6. If ground disturbing and construction activities commence and/or occur between April 1st and July 31st, the Applicant must first consult with a qualified biologist about how best to remove the invasive plant known as for medusahead (*Elymus caput-medusae)* and shall undertake such removal efforts during initial ground disturbance, before grading is completed and construction begins. A copy of the biologist's recommendations and evidence of removal shall be submitted to the County Planning Department within 30 days of completing removal.

II-7. A noise monitoring program must be submitted to and be approved by the County Planning Department prior to initiating construction.

II-8. The Emergency Response Plan required by Senate Bill 38 (2023) shall be approved by the San Andreas Fire Protection District and submitted to the County Planning Department for review prior to initiating construction. The plan shall include the requirement to have a local representative on site within two (2) hours.

II-9. The project site and development shall comply with all applicable State Minimum fire Safe Regulations implemented under California Public Resources Code Section 4290 and Section 4291.

II-10. This Conditional Use Permit is subject to all applicable county ordinances, regulations or plans, and all federal, state, and regional laws and regulations, whether or not such requirements are specified as conditions of project.

II-11. Smoking shall not be permitted on the project site.

II-12. Vegetation shall be maintained in conformance with the Mitigation Monitoring and Reporting Program, incorporated by reference as Exhibit B.

III PUBLIC WORKS DEPARTMENT

III-1. A commercial encroachment is required.

III-2. Before the issuance of a building permit, the developer will be required to pay the traffic impact fees in effect at the time, including the Road Impact Mitigation (RIM) fee as well as the Valley Springs Benefit Basin (VSBB) fee.

IV BUILDING DEPARTMENT

IV-1. A Grading Permit is required for any grading work on the site. Consistent with the Grading, Drainage, and Erosion control manual, Chapter 15.05 the applicant must provide the following on the plans:

a. Show existing and proposed contours.
b. Show plan and profile for all roads.
c. Utilities
d. Drainage plan signed by a registered civil engineer including hydrology / hydraulics analysis as required in support of design and analysis of pre and post project conditions to verify that downstream drainage appurtenances can handle the flows. All incremental increases in peak flows from the development must be detained onsite.
e. Erosion control plan implementing Best Management Practices for Storm Water Pollution Prevention.
f. Wetland areas as shown on Parcel Map Book 40 at Page 002, must be accommodated as required.
g. Soils / geotechnical report in support of design as required.
h. The developer is required to apply for all required approvals or permits including permits from Fish and Wildlife, Regional Water Quality Control Board, and Army Corps of Engineers. Permits from other agencies shall be submitted to the County along with the improvement plans.
i. Prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) as required and obtain a General Construction Activity Storm Water Permit and a National Discharge Elimination System (NPDES) permit.
j. Implement Best Management Practices (BMPs) to manage storm water quality during project operations and post-construction. Identified BMPS shall be compliant with General Permit No. CAS000002 requirements, and may consist of, but are not limited to: measures to detain storm water on the project site; measures to attenuate the concentration time of storm water; measures to attenuate peak flows at the boundary of the project; measures to prevent contamination of storm water within the project; measures to actively treat storm water; and measures to passively treat storm water.

k. Maintain all stormwater infrastructure in perpetuity in accordance with the Storm Water Pollution Prevention Plan, Best Management Practices, and all other federal, state, and local regulations.

V. Environmental Health Department

V-1. The applicant states the proposed operations will include multiple hazardous materials and hazardous waste. Certified Unified Program Agency (CUPA) permit(s) are required from the Calaveras County Environmental Health Department.

V-2. All businesses regulated under Calaveras CUPA are required to report their information electronically through the California Environmental Reporting System (CERS). The reporting elements include the following: Facility Information; Hazardous Materials Inventory; Hazardous Materials Business Plan (HMPB); Emergency Response and Training Plans. CERS businesses are required to report electronically annually, to ensure all CERS information is accurate and up to date.

Approved by the Planning Commission of the County of Calaveras, at a regular meeting of the Planning Commission held on August 13th, 2026, on a motion by Commissioner Lozano and seconded by Commissioner Parker.

AYES: Lozano, Parker, Plotnik, Laddish, Robie
NOES:
ABSTAIN:
ABSENT:
VACANT:

Chair, Planning Commission

ATTEST:

Katherine Stefani,
Senior Planner

The project files are available for public review in the Planning Department, County of Calaveras, Government Center, 891 Mountain Ranch Road, San Andreas, CA. 95249, between the hours of 8:00 a.m. and 4:00 p.m.

Exhibit A
Site Plans

See next page.

CONCEPTUAL CIVIL DEVELOPMENT PLANS
FOR
DOUBLE SPRINGS ENERGY STORAGE FACILITY
CALAVERAS COUNTY, CALIFORNIA

PROJECT INFORMATION

PROJECT NAME:	DOUBLE SPRINGS ENERGY STORAGE FACILITY
SITE ADDRESS:	0 DOUBLE SPRINGS ROAD CALAVERAS COUNTY, CA
CURRENT ZONING:	M4 (BUSINESS PARK)
TOTAL SITE AREA:	15.197 ACRES
EXISTING USE:	VACANT LAND
PROPOSED USE:	BATTERY ENERGY STORAGE SYSTEM (BESS)
FLOOD ZONE:	UNSHADED X
DISTURBED AREA:	+/- 11 ACRES

PROJECT DESCRIPTION
CONSTRUCT, OPERATE, AND MAINTAIN A BESS FACILITY NORTH OF DOUBLE SPRINGS ROAD, WEST OF THE EXISTING PACIFIC GAS AND ELECTRIC (PG&E) VALLEY SPRINGS SUBSTATION IN UNINCORPORATED CALAVERAS COUNTY, CALIFORNIA. PROJECT PROPOSES THE INSTALLATION OF BATTERY ENERGY STORAGE CONTAINERS, CENTRALIZED INVERTERS, A COLLECTOR SUBSTATION, AND INTERCONNECTING APPURTENANCES TO RECEIVE, STORE, AND EXPORT ELECTRICAL POWER TO THE PG&E VALLEY SPRINGS SUBSTATION. ACCESS ROADWAYS, DRIVEWAYS, APPURTENANT STORMWATER MANAGEMENT FACILITIES, AND FLOOD CONTROL INFRASTRUCTURE ARE PROPOSED AS PART OF THIS PROJECT.

PROJECT TEAM

PROJECT OWNER
NADARA DEVELOPMENT US, LLC
ONE BRIDGE STREET, SUITE 11
IRVINGTON, NEW YORK 10533
PHONE: 914-340-4740

SURVEYOR
BLEW & ASSOCIATES, PA
3825 NORTH SHILOH DRIVE
FAYETTEVILLE, ARKANSAS 72703
PHONE: 479-443-4506

CIVIL ENGINEER
TETRA TECH, INCORPORATED
ATTN: ALEXANDER DEUSON, P.E. #81608
17885 VON KARMAN AVENUE, SUITE 500
IRVINE, CALIFORNIA 92614
ATTN: 310-753-7068

ELECTRICAL ENGINEER
TETRA TECH, INCORPORATED
ATTN: MATT ACKER
17885 VON KARMAN AVENUE, SUITE 500
IRVINE, CALIFORNIA 92614
PHONE: 310-753-7068

PARCEL INFORMATION
PARCEL 1
N/F: SOUZA DANIEL N ET. AL.
APN: 040-002-017-000
0 DOUBLE SPRINGS ROAD
221,809 SQ.FT., OR 5.092 ACRES ±
(SOUZA): 209-728-2773

PARCEL 2
N/F: JAMES A. RAINBOLDT & ANNETTE CASTAGNA
APN: 040-002-018-000
0 DOUBLE SPRINGS ROAD
231,254 SQ. FT., OR 5.309 ACRES ±
(RAINBOLDT): 562-631-0360, (CASTAGNA): 562-881-2249

PARCEL 3
N/F: JAMES A. RAINBOLDT, ET. AL.
APN: 040-002-019-000
0 DOUBLE SPRINGS ROAD
208,904 SQ. FT., OR 4.769 ACRES ±
(RAINBOLDT): 562-631-0360, (CASTAGNA): 562-881-2249

LEGAL DESCRIPTION
A PART OF THE NORTHEAST QUARTER SECTION 9, TOWNSHIP 4 NORTH, RANGE 11 EAST, MOUNT DIABLO MERIDIAN, SAN ANDREAS, CALAVERAS COUNTY, CALIFORNIA 95252

REFERENCE NOTES
1. SITE BOUNDARY AND TOPOGRAPHIC SURVEY DEPICTED HEREON PROVIDED BY NADARA DEVELOPMENT US, LLC, AND PREPARED BY BLEW & ASSOCIATES, PA. REFER TO ALTA SURVEY FOR ADDITIONAL INFORMATION. DATE PROVIDED: OCTOBER 24, 2024.
2. AQUATIC RESOURCES DEPICTED HEREIN PROVIDED BY NADARA DEVELOPMENT US, LLC, AND PREPARED BY DUDEK ON OCTOBER 14, 2024.
3. TOPOGRAPHIC DATA OUTSIDE OF THE SUBJECT PARCELS OBTAINED FROM THE USGS NATIONAL MAP LIDAR POINT CLOUD (LPC) PROGRAM, PROJECT NAME "USGS_LPC_CA_ SierraNevada_ B22". LPC DATA IS QUALITY LEVEL 2, DATED APPROXIMATELY 2022.

SURVEY NOTE
THE BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH PER CALIFORNIA COORDINATE SYSTEM (CCS83), CALIFORNIA ZONE 3, WHICH IS BASED OFF THE EAST LINE OF THE SUBJECT PROPERTY WHICH BEARS S02°08'23"E PER GPS COORDINATE OBSERVATIONS.

LATITUDE = 38°12'57.5612"
LONGITUDE = -120°46'09.0643"
CONVERGENCE ANGLE = -00°09'53.2923"

FLOOD ZONE NOTE
THE SUBJECT PROPERTY IS DESIGNATED AS LYING WITHIN COMMUNITY PANEL NUMBER 06009C0375F OF THE FEMA FLOOD INSURANCE RATE PROGRAM (ZONE X). WITH AN EFFECTIVE DATE OF MAY 16, 2017, FEMA HAS DETERMINED THE SUBJECT PARCELS TO BE SITUATED IN AN AREA OF MINIMAL FLOOD RISK.

DEVELOPMENT STANDARDS
DEVELOPMENT STANDARDS FOR INDUSTRIAL ZONES:

DEVELOPMENT STANDARDS	M4
MAXIMUM FLOOR AREA RATIO (FAR)	SEE BELOW
INDIVIDUAL WELL AND/OR ON-SITE SEWAGE DISPOSAL	0.50
PUBLIC WATER AND PUBLIC SEWAGE DISPOSAL	0.75
MINIMUM PARCEL SIZE	SUBJECT TO COMPLIANCE WITH THE GENERAL PLAN, FOR LOTS WITH SLOPES OF 50% OR MORE, SEE SECTION 17.16.050, SLOPES 50 PERCENT OR MORE
MAXIMUM BUILDING HEIGHT (FT)	45
MINIMUM SETBACKS (FT)	MEASURED IN FEET FROM PROPERTLY LINE UNLESS OTHERWISE STATED. CONSTRUCTION MUST ALSO MEET THE REQUIREMENTS FOR "DEFENSIBLE SPACE" AND "FIRE REGULATIONS FOR STATE RESPONSIBILITY AREAS" PURSUANT TO TITLE 15 OF CALAVERAS COUNTY CODE AND ANY OTHER APPLICABLE FIRE SAFETY REQUIREMENTS. SEE ALSO SECTION 17.16.080, SETBACKS
FRONT (FT)	30 FROM PROPERTY LINE OR 60 FROM CENTERLINE OF THE ROAD RIGHT-OF-WAY OR EASEMENT, WHICHEVER RESULTS IN A GREATER SETBACK FROM THE ROAD RIGHT-OF-WAY OR EASEMENT
STREET SIDE (FT)	
INTERIOR SIDE (FT)	20
REAR (FT)	20

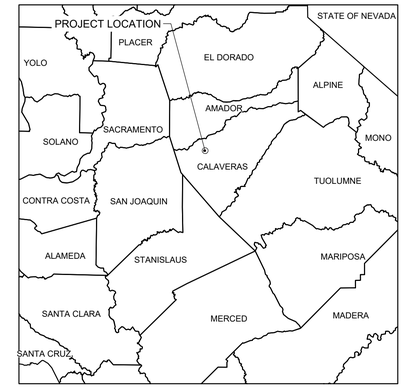
GENERAL NOTES
1. FACILITY DESIGN CONTAINED HEREIN IS CONCEPTUAL AND NOT FOR CONSTRUCTION.
2. ELECTRICAL EQUIPMENT MAY VARY DURING FINAL ENGINEERING OF THE PROPOSED PROJECT; EQUIPMENT SHOWN AT THE DIRECTION OF NADARA DEVELOPMENT US, LLC.
3. COLLECTOR SUBSTATION AND OTHER ELECTRICAL EQUIPMENT IS SCHEMATIC IN NATURE; SIZE AND ELECTRICAL EQUIPMENT CONFIGURATION TO BE DETERMINED DURING FINAL DESIGN.
4. PROJECT HAS BEEN DESIGNED TO CONFORM TO THE CALAVERAS COUNTY GRADING, DRAINAGE, AND EROSION CONTROL DESIGN MANUAL (DECEMBER 2012). FINAL STORMWATER MANAGEMENT AND EROSION AND SEDIMENT CONTROL CONFIGURATION TO BE DETERMINED DURING FINAL ENGINEERING.
5. CONNECTION TO THE EXISTING PG&E CULVERT ALONG THE PROJECT ACCESS ROAD WILL REQUIRE COORDINATION WITH PG&E TO EXTEND THE EXISTING CULVERT.
6. AN NPDES PERMIT WILL BE REQUIRED FOR THIS PROJECT'S CONSTRUCTION IN ACCORDANCE WITH THE CONSTRUCTION STORMWATER GENERAL PERMIT ORDER 2022-0057-DWQ.
7. CONCEPTUAL EARTHWORK QUANTITIES:
   CUT: +/- 71,000 CY
   FILL: +/- 71,000 CY
   NET: BALANCED
8. FINAL DESIGN WILL COMPLY WITH APPLICABLE SEISMIC DESIGN CRITERIA AND ORDINANCE.
9. FINAL DESIGN WILL COMPLY WITH TITLE 15 OF THE CALIFORNIA CODE OF REGULATIONS AS IT RELATES TO FIRE, AND ANY OTHER APPLICABLE FIRE SAFETY REGULATIONS.
10. FACILITY'S LIGHTING WILL BE IN ACCORDANCE WITH CALAVERAS COUNTY ZONING CODE SECTION 17.50.050 LIGHTING REGULATIONS. PERMANENT SECURITY LIGHTING WILL BE INSTALLED TO ILLUMINATE KEY AREAS AND MINIMIZE OFF-SITE GLARE. SECURITY LIGHTING WILL NOT EXCEED 5,000 KELVIN.
11. ACCESS ROAD WILL BE DESIGNED TO SUPPORT 75,000 LBS FIRE TRUCK DURING FINAL ENGINEERING OF THE PROPOSED PROJECT.
12. AS CONFIGURED, THE PROJECT PROPOSES LIMITED AREAS OF DEEP CUT AND FILL. SLOPE STABILITY AND SUBSURFACE CONDITIONS TO BE DETERMINED BY GEOTECHNICAL ENGINEER OF RECORD DURING FINAL DESIGN.
13. EARTHWORK QUANTITIES ARE RAW AND UNADJUSTED, AND DO NOT ACCOUNT FOR GRAVEL DEPTH, FOUNDATIONS, SHRINK/SWELL FACTORS, OR TOPSOIL.
14. A SITE SPECIFIC FLOOD HAZARD ANALYSIS SHALL BE PERFORMED DURING FINAL ENGINEERING DESIGN TO DETERMINE AREAS OF POTENTIAL FLOODING DURING LOW RETURN PERIOD EVENTS AND CONFIRM THE PROJECT'S ACCEPTANCE, WITHOUT IMPACT, OF FLOOD WATERS FROM ADJACENT PROPERTIES.
15. PAD TOP DRAINAGE. AS CONFIGURED, SIGNIFIANT AREAS OF SHEET FLOW ARE PROPOSED. DURING FINAL DESIGN THE CIVIL ENGINEER OF RECORD SHALL DETERMINE SUITABILITY OF SURFACE FLOW AND PROPOSE SUBSURFACE STORM SEWERAGE AS NEEDED TO PRECLUDE EXCESSIVE FLOOD DEPTHS ADJACENT TO PROPOSED FACILITY EQUIPMENT.

BESS SYSTEM SUMMARY

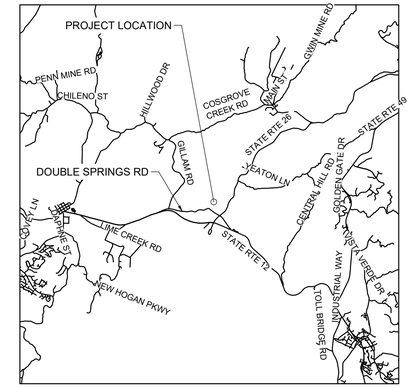
EQUIPMENT SPECIFICATIONS	
BESS MODEL	Hithium ESS Container 5.015 MWh
BESSS RATING (kW)	626.8750
BESS QUANTITY	240
DURATION (HR)	8
BESS ENERGY (kWh)	5015
TOTAL DC CAPCITY (MW)	150.45
TRANSFORMER RATING (kVA)	4000
TRANSFORMER QUANTITY	60
INVERTER MODEL	SMA SCS 3950 UP-US
INVERTER QUANTITY	60
INVERTER AC CAPCITY (MW) (DERATED)	3.95
AC ELECTRICAL SYSTEM	
NAMEPLATE AC CAPCITY (MVA)	134.30
NAMEPLATE AC ENERGY (MWh)	1203.60
COLLECTION VOLTAGE (kV)	34.50

DEVELOPMENT AREA TABLE

SITE FEATURE	AREA (SF)
PROJECT AREA	661,967
TOTAL DISTURBED AREA	459,122
EQUIPMENT PAD	170,102
ACCESS ROADS	47,262
WATER TANK	314
WASTE COLLECTION AREA	60
TEMPORARY PORTABLE TRAILER	2,072
SUBSTATION AREA	43,750
DETENTION POND AREA	22,500
GRAVEL BUFFER AREA	32,050

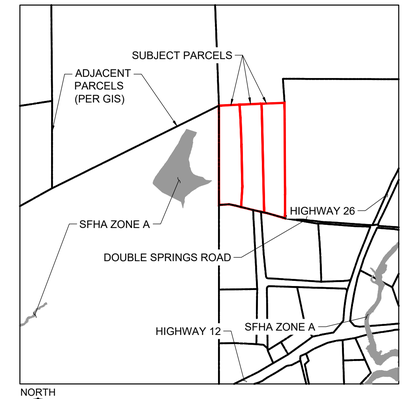


NORTH
COUNTY MAP
SCALE: NTS



NORTH
VICINITY MAP
SCALE: NTS

NORTH
STATE MAP
SCALE: NTS



NORTH
FEMA SFHA MAP
SCALE: NTS

DRAWING INDEX

SHEET	TITLE
C000	COVER SHEET
C001	NOTES SHEET
C100	EXISTING CONDITIONS AND DEMOLITION OVERALL
C101	EXISTING CONDITIONS AND DEMOLITION (1 OF 2)
C102	EXISTING CONDITIONS AND DEMOLITION (2 OF 2)
C200	SITE PLAN OVERALL
C201	SITE PLAN (1 OF 2)
C202	SITE PLAN (2 OF 2)
C210	GRADING SECTIONS
C250	CONCEPTUAL ISOPACH
C300	PAVING PLAN OVERALL
C500	EQUIPMENT DETAILS (1 OF 2)
C501	EQUIPMENT DETAILS (2 OF 2)
L100	PRELIMINARY LANDSCAPE PLAN
---	ALTA/NSPS LAND TITLE SURVEY

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STATE OF CALIFORNIA
FOR ENTITLEMENT ONLY

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NADARA DEVELOPMENT US, LLC
ONE BRIDGE STREET, SUITE 11
IRVINGTON, NEW YORK 10533

SUBMITTAL & REVISION RECORD

NO	DATE	DESCRIPTION
A	06/06/2024	DRAFT ISSUED FOR REVIEW
B	07/MAR/2025	DRAFT ISSUED FOR REVIEW
C	18/MAR/2025	DRAFT ISSUED FOR REVIEW
D	18/MAR/2025	DRAFT ISSUED FOR REVIEW PER COMMENTS
E	01/APR/2025	DRAFT ISSUED FOR REVIEW
F	03/APR/2025	ISSUED FOR ENTITLEMENT

DOUBLE SPRINGS ENERGY STORAGE PROJECT
CALAVERAS COUNTY, CALIFORNIA
CONCEPTUAL CIVIL DEVELOPMENT PLAN

COVER SHEET

PROJ:	194-1265-0013
DESN:	FORNEY
DRWN:	ZIEGLER
CHKD:	DEUSON

C000

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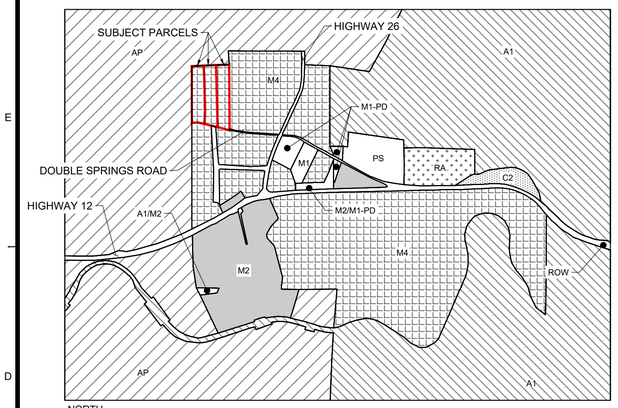


NORTH

ZONING MAP

SCALE: NTS

NORTH

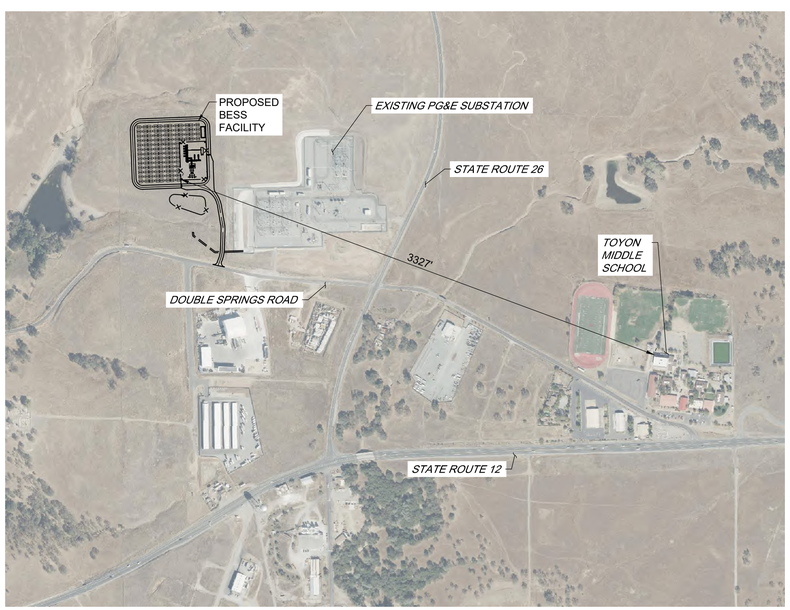
PARCEL MAP

SCALE: NTS

LABEL	APN	ADDRESS	ACRES	ZONING
1	40002017		5.32	M4
2	40002018		5.54	M4
3	40002019		5.01	M4
4	40004002	3371 HWY 12, VALLEY SPRINGS CA 3371	0.69	M2
5	40004003	3405 HWY 12, VALLEY SPRINGS CA 3405	1.00	M2
6	40004049		5.00	M4
7	40004054		5.01	M4
8	40004053	3603 FREEDOM WAY, VALLEY SPRINGS CA 3603	5.06	M4
9	40004026		5.80	M4
10	40004055		3.13	M2/M1-PD
11	40004029	3535 DOUBLE SPRINGS RD, VALLEY SPRINGS CA 3535	5.00	M4
12	40004028		1.29	M4
13	40004027	3601 DOUBLE SPRINGS RD, VALLEY SPRINGS CA 3601	5.01	M1
14	40004025	3651 DOUBLE SPRINGS RD, VALLEY SPRINGS CA 3651	5.00	M1-PD
15	40004022	3596 DOUBLE SPRINGS RD, VALLEY SPRINGS CA 3596	7.27	M4
16	40004021	3524 DOUBLE SPRINGS RD, VALLEY SPRINGS CA 3524	7.29	M2
17			4.96	ROW
18	40004048		9.01	M4
19	40002008	3169 DOUBLE SPRINGS RD, VALLEY SPRINGS CA 3169	194.73	AP
20	40004051	66 VALLEY VISTA DR, VALLEY SPRINGS CA 3304	20.88	M2
21	40004041		0.55	PS
22	40002014		18.66	M4
23	40004020		5.00	M4
24			2.09	ROW
25	40002004		0.00	M4
26	40002022		0.00	AP
27	40002021	1733 HWY 26, VALLEY SPRINGS CA 1733	55.73	AP
28	40002029		74.00	AP
29	40004017	3466 TOYON LN, VALLEY SPRINGS CA 3466	7.79	M2
30			9.42	ROW
31	40004062	3413 TOYON LN, VALLEY SPRINGS CA 3466	1.00	M2
32	40004060	4613 HWY 12, VALLEY SPRINGS CA 4613	44.80	M4
33	40004063	3467 TOYON LN, VALLEY SPRINGS CA 3466	2.07	M2

ZONING LEGEND

M1: LIGHT INDUSTRIAL ZONE
A1: GENERAL AGRICULTURE ZONE
ROW: RIGHT-OF-WAY
M2: GENERAL INDUSTRIAL ZONE
AP: AGRICULTURE PRESERVE ZONE
PS: PUBLIC SERVICE ZONE
M4: BUSINESS PARK ZONE
PD: PLANNED DEVELOPMENT OVERLAY ZONE
RA: RESIDENTIAL AGRICULTURE
C2: GENERAL COMMERCIAL ZONE



NORTH

PROXIMITY MAP

SCALE: 1" = 500'

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DOUBLE SPRINGS ENERGY STORAGE PROJECT
CALAVERAS COUNTY, CALIFORNIA

CONCEPTUAL CIVIL DEVELOPMENT PLAN

NOTES SHEET

PROJ:	194-1265-0013
DESN:	FORNEY
DRWN:	ZIEGLER
CHKD:	DEUSON

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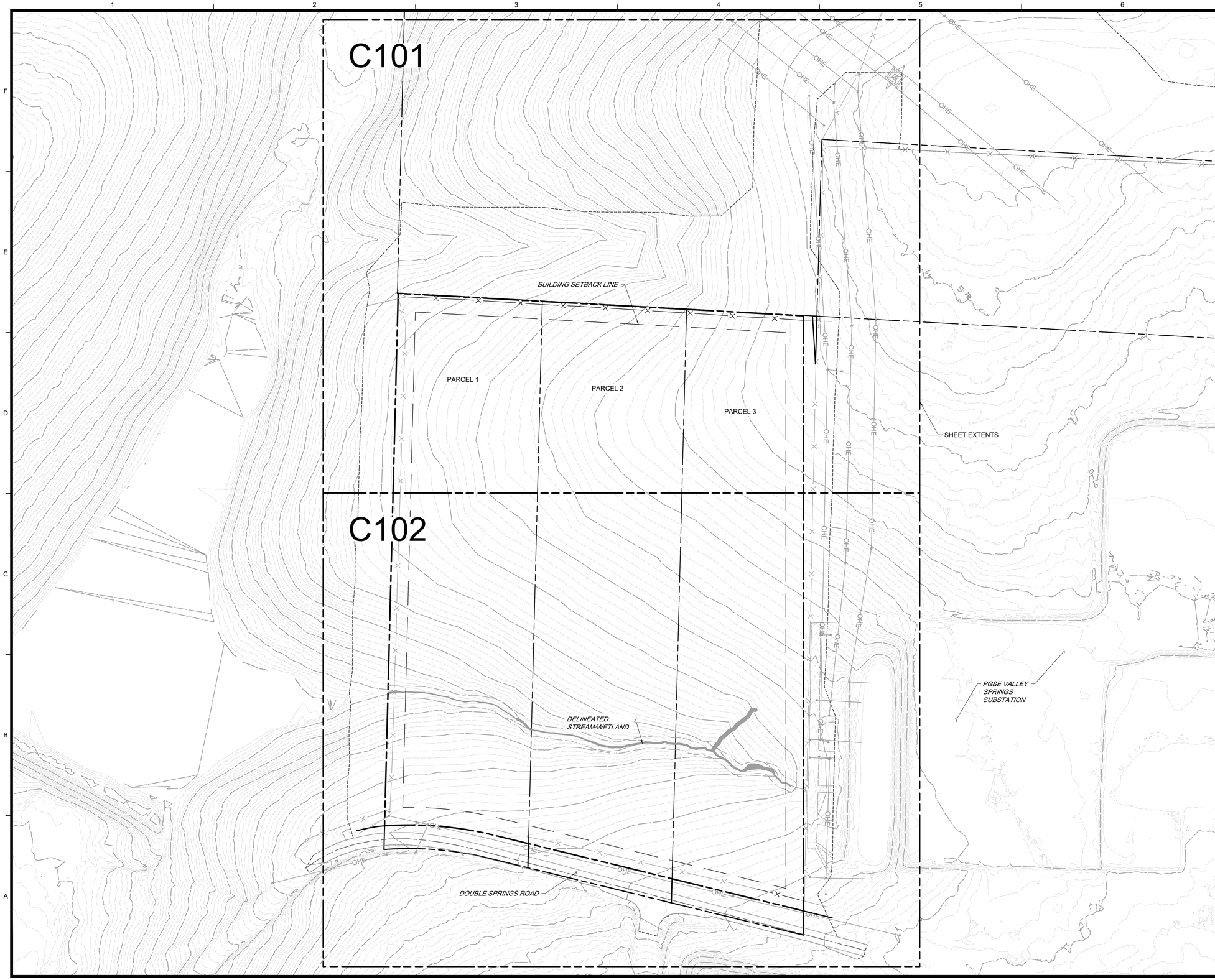


LEGEND

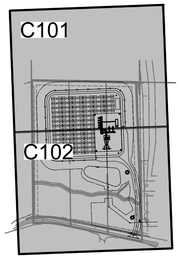
EXISTING CONDITIONS

- 1000 CONTOUR (MAJOR)
- CONTOUR (MINOR)
- SUBJECT PROPERTY LINE
- ADJACENT PROPERTY LINE
- EDGE OF PAVEMENT
- ROADWAY CENTERLINE
- BUILDING SETBACK
- STREAM/WETLAND (DELINEATED)
- STREAM/WETLAND BUFFER
- EDGE OF GRAVEL SURFACE
- CULVERT
- OHE OVERHEAD ELECTRIC LINE
- POWER POLE
- SIGN
- TRANSMISSION TOWER
- RIGHT OF WAY
- FENCE
- EASEMENT
- LIMITS OF FIELD TOPOGRAPHY

KEY MAP

SCALE: N.T.S.

NORTH



PLAN

SCALE: 1" = 80' 0 80' 160'

PLAN NORTH

TETRA TECH
www.tetratech.com
4101 COX RAOD, SUITE 100
GLEN ALLEN, VIRGINIA 23060
TEL: 804-290-4321

REGISTERED PROFESSIONAL ENGINEER ALEXANDER ETIENNE DEUSON No. 81608 CIVIL STATE OF CALIFORNIA

FOR ENTITLEMENT ONLY

nadara

NADARA DEVELOPMENT US, LLC
ONE BRIDGE STREET, SUITE 11
IRVINGTON, NEW YORK 10533

SUBMITTAL & REVISION RECORD

NO	DATE	DESCRIPTION
A	06/06/2024	DRAFT ISSUED FOR REVIEW
B	07/MAR/2025	DRAFT ISSUED FOR REVIEW
C	19/MAR/2025	DRAFT ISSUED FOR REVIEW
D	18/MAR/2025	DRAFT ISSUED FOR REVIEW PER COMMENTS
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DOUBLE SPRINGS ENERGY STORAGE PROJECT
CALAVERAS COUNTY, CALIFORNIA
CONCEPTUAL CIVIL DEVELOPMENT PLAN

EXISTING CONDITIONS AND DEMOLITION PLAN OVERALL

PROJ:	194-1265-0013
DESN:	FORNEY
DRWN:	ZIEGLER
CHKD:	DEUSON

C100

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LEGEND

EXISTING CONDITIONS

- 1000 — CONTOUR (MAJOR)
- CONTOUR (MINOR)
- SUBJECT PROPERTY LINE
- ADJACENT PROPERTY LINE
- EDGE OF PAVEMENT
- ROADWAY CENTERLINE
- BUILDING SETBACK
- STREAM/WETLAND (DELINEATED)
- STREAM/WETLAND BUFFER
- EDGE OF GRAVEL SURFACE
- CULVERT
- OHE — OVERHEAD ELECTRIC LINE
- POWER POLE
- SIGN
- TRANSMISSION TOWER
- RIGHT OF WAY
- FENCE
- EASEMENT
- LIMITS OF FIELD TOPOGRAPHY
- LOD — LIMITS OF DISTURBANCE

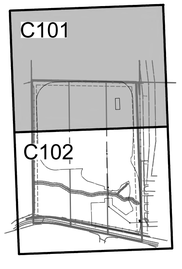
KEY NOTES

1. CLEAR AND GRUB LOD
2. REMOVE EXISTING FENCE
3. APPROXIMATELY 350 SF STREAM/WETLAND IMPACT TO BE PERMITTED BY OTHERS
4. PROTECT IN PLACE EXISTING FEATURE

KEY MAP

SCALE: N.T.S.

NORTH



PLAN

SCALE: 1" = 40' 0 40' 80'

PLAN NORTH

TETRA TECH
www.tetratech.com
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GLEN ALLEN, VIRGINIA 23060
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ONE BRIDGE STREET, SUITE 11
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F	03APR2025	ISSUED FOR ENTITLEMENT

DOUBLE SPRINGS ENERGY STORAGE PROJECT
CALAVERAS COUNTY, CALIFORNIA
CONCEPTUAL CIVIL DEVELOPMENT PLAN

EXISTING CONDITIONS AND DEMOLITION PLAN (1 OF 2)

PROJ:	194-1265-0013
DESN:	FORNEY
DRWN:	ZIEGLER
CHKD:	DEUSON

C101

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MATCH LINE - SEE SHEET C101

30' BUILDING SETBACK (BOOK 9, PAGE 143)

N 00°40'45" W 94.28' (M)
N 00°42'26" W (R)

N 00°40'45" W 98.79' (M)
N 00°42'26" W 98.79' (R)

N 00°40'45" W 1,007.28' (M)
N 00°42'26" W (R)

N 00°40'45" W 996.39' (M)

EX. SLOPE ~12.12%

DELINEATED STREAM/WETLAND

12" CORRUGATED METAL PIPE TOP OF PIPE ELEV.: 987.89'

BASIS OF BEARING: S 32°02'00" E (M) S 32°02'10" E (R) 1,191.44' (M)

1,010.26' (M/R)

C1

C2

40.19' (M/R)

59.55' (R)
59.56' (M)

11.68' (M)

40.94' (M/R)

68.27' (M/R)

FOUND 5/8" REBAR & TAG STAMPED "LS 4222" (HELD PER P.M.B. 9 / 143)

DOUBLE SPRINGS ROAD
80' PUBLIC RIGHT-OF-WAY (BOOK 9, PAGE 143)
21' ± WIDTH ASPHALT PAVEMENT

289.07' (M)
N 78°23'13" W 549.16' (M)

250.75' (M/R)

5.04' (M)

40.94' (M/R)

N 78°23'13" W 549.95' (M)
N 78°24'54" W (R)

224.81' (M)

230.93' (M/R)

41.18' (M/R)

FOUND 5/8" REBAR & TAG STAMPED "LS 4222" (HELD PER P.M.B. 9 / 143)

FOUND 5/8" REBAR & TAG STAMPED "LS 4222" (HELD PER P.M.B. 9 / 143) [BM #2]

40' OF ROAD DEDICATED AND PUBLIC UTILITY EASEMENT (BOOK 9, PAGE 143)

LEGEND

EXISTING CONDITIONS

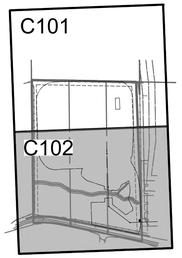
- CONTOUR (MAJOR)
- CONTOUR (MINOR)
- SUBJECT PROPERTY LINE
- ADJACENT PROPERTY LINE
- EDGE OF PAVEMENT
- ROADWAY CENTERLINE
- BUILDING SETBACK
- STREAM/WETLAND (DELINEATED)
- STREAM/WETLAND BUFFER
- EDGE OF GRAVEL SURFACE
- CULVERT
- OVERHEAD ELECTRIC LINE
- POWER POLE
- SIGN
- TRANSMISSION TOWER
- RIGHT OF WAY
- FENCE
- EASEMENT
- LIMITS OF FIELD TOPOGRAPHY
- LIMITS OF DISTURBANCE

KEY NOTES

1. CLEAR AND GRUB LOD
2. REMOVE EXISTING FENCE
3. APPROXIMATELY 350 SF STREAM/WETLAND IMPACT TO BE PERMITTED BY OTHERS
4. PROTECT IN PLACE EXISTING FEATURE

KEY MAP

SCALE: N.T.S.



NORTH

PLAN

SCALE: 1" = 40' 0 40' 80'

PLAN NORTH

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DOUBLE SPRINGS ENERGY STORAGE PROJECT
CALAVERAS COUNTY, CALIFORNIA
CONCEPTUAL CIVIL DEVELOPMENT PLAN

EXISTING CONDITIONS AND DEMOLITION PLAN (2 OF 2)

PROJ:	194-1265-0013
DESN:	FORNEY
DRWN:	ZIEGLER
CHKD:	DEUSON

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C201

C202

BUILDING SETBACK LINE

SHEET EXTENTS

TURNAROUND AREA SHALL ACCOMMODATE 50 FOOT LONG FIRE TRUCK MINIMUM REFER TO C210 FOR TRUCK TURNING PLAN

PG&E VALLEY SPRINGS SUBSTATION

DELINEATED STREAM/WETLAND

DELINEATED STREAM/WETLAND BUFFER

30,000 GALLON WATER TANK LOCATION

SITE ACCESS ROAD AND EMERGENCY FIRE RESPONSE ROAD

DOUBLE SPRINGS ROAD

LEGEND

EXISTING CONDITIONS

- 1000 CONTOUR (MAJOR)
- CONTOUR (MINOR)
- SUBJECT PROPERTY LINE
- ADJACENT PROPERTY LINE
- EDGE OF PAVEMENT
- ROADWAY CENTERLINE
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- CULVERT
- OHE OVERHEAD ELECTRIC LINE
- POWER POLE
- SIGN
- TRANSMISSION TOWER
- RIGHT OF WAY
- FENCE
- EASEMENT
- LIMITS OF FIELD TOPOGRAPHY

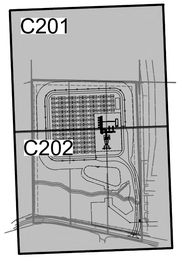
SITE PLAN

- 1000 CONTOUR (MAJOR)
- CONTOUR (MINOR)
- LOD LIMITS OF DISTURBANCE
- ACCESS ROADWAY/GRAVEL PAD
- 7 FT BLOCK WALL FENCE
- CULVERT
- E OVERHEAD ELECTRIC LINE
- POWER POLE
- STORMWATER DITCH
- STORMWATER POND OUTLET
- STORMWATER INLET
- BATTERY CONTAINER (AUGMENTED)
- TRANSFORMER
- LIGHT POLE
- MOUNTED LIGHT
- 10 FT CHAIN LINK SECURITY FENCE

KEY MAP

SCALE: N.T.S.

NORTH



PLAN

SCALE: 1" = 80' 0 80' 160'

PLAN NORTH

1 INCH BAR

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DOUBLE SPRINGS ENERGY STORAGE PROJECT
CALAVERAS COUNTY, CALIFORNIA

CONCEPTUAL CIVIL DEVELOPMENT PLAN

SITE PLAN OVERALL

PROJ:	194-1265-0013
DESN:	FORNEY
DRWN:	ZIEGLER
CHKD:	DEUSON

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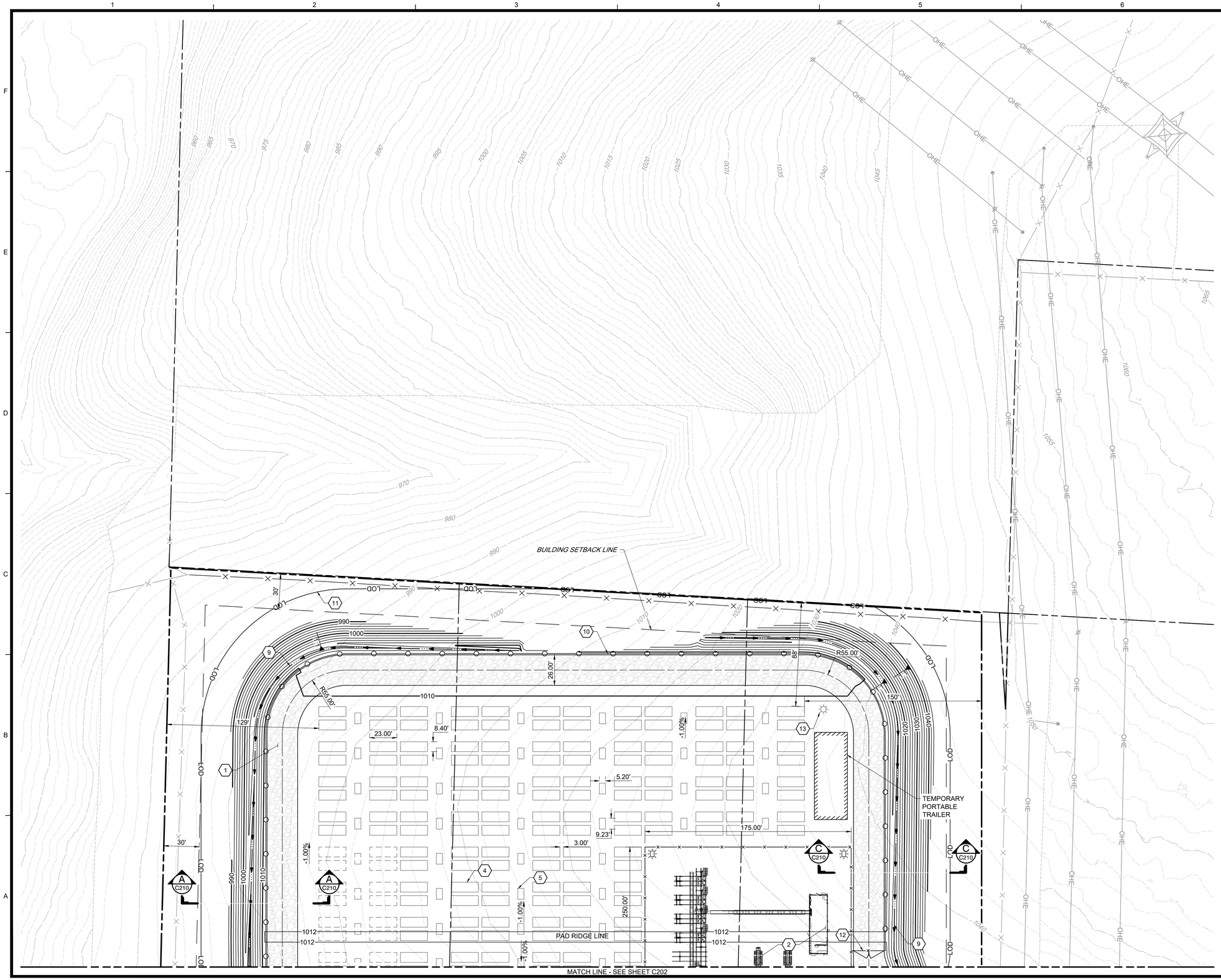

LEGEND

EXISTING CONDITIONS

- 1000 — CONTOUR (MAJOR)
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- CULVERT
- OHE — OVERHEAD ELECTRIC LINE
- POWER POLE
- SIGN
- TRANSMISSION TOWER
- RIGHT OF WAY
- FENCE
- EASEMENT
- LIMITS OF FIELD TOPOGRAPHY

SITE PLAN

- 1000 — CONTOUR (MAJOR)
- CONTOUR (MINOR)
- LOD — LIMITS OF DISTURBANCE
- ACCESS ROADWAY/GRAVEL PAD
- 7 FT BLOCK WALL FENCE
- CULVERT
- E — OVERHEAD ELECTRIC LINE
- POWER POLE
- STORMWATER DITCH
- STORMWATER POND OUTLET
- STORMWATER INLET
- BATTERY CONTAINER (AUGMENTED)
- TRANSFORMER
- LIGHT POLE

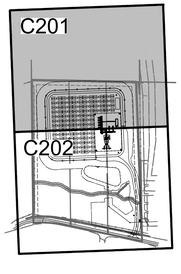
KEY NOTES

1. PROVIDE GRAVEL ACCESS ROADWAY
2. CONCEPTUAL COLLECTOR SUBSTATION
3. PROVIDE OVERHEAD ELECTRIC LINE & MONOPOLES
4. BESS CONTAINER, REFER TO C-500
5. GENERIC TRANSFORMER, INDUSTRY STANDARD SIZE
6. PROVIDE STORMWATER MANAGEMENT POND & OUTLET STRUCTURE
7. PROVIDE CULVERT
8. EXTEND EXISTING CULVERT W/FIELD-FORMED COLLAR (100' EXTENSION)
9. PROVIDE 3' DEEP CONCRETE VEE DITCH
10. PROVIDE SECURITY FENCING (TYPE PER PLAN)
11. CONCEPTUAL PROJECT LOD
12. PROVIDE FENCE GATE
13. CONCEPTUAL LIGHTING LOCATION

KEY MAP

SCALE: N.T.S.

NORTH



PLAN

SCALE: 1" = 40' 0 40' 80'

PLAN NORTH

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No. 81608
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DOUBLE SPRINGS ENERGY STORAGE PROJECT
CALAVERAS COUNTY, CALIFORNIA

CONCEPTUAL CIVIL DEVELOPMENT PLAN

SITE PLAN
(1 OF 2)

PROJ:	194-1265-0013
DESN:	FORNEY
DRWN:	ZIEGLER
CHKD:	DEUSON

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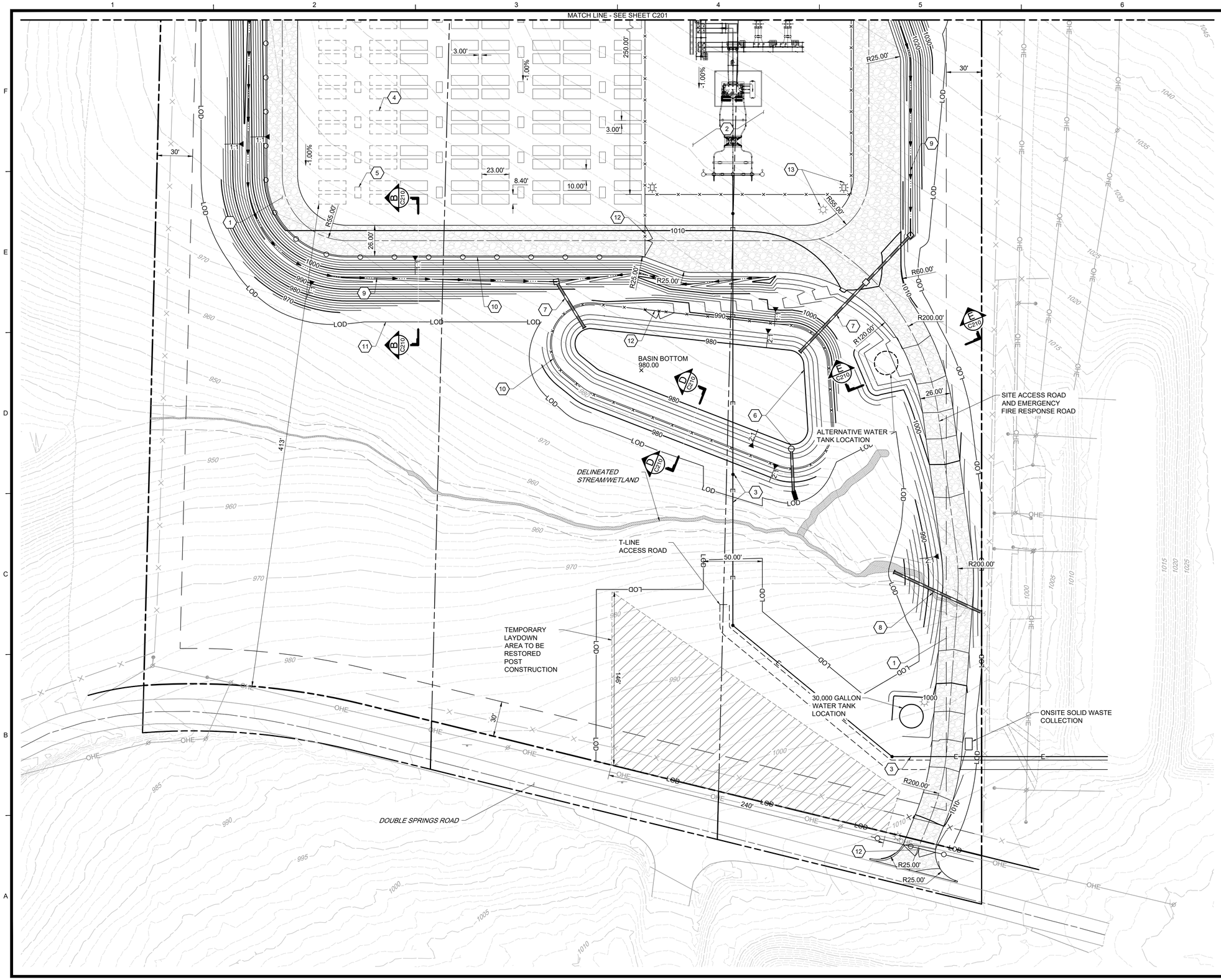

LEGEND

EXISTING CONDITIONS

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- POWER POLE
- SIGN
- TRANSMISSION TOWER
- RIGHT OF WAY
- FENCE
- EASEMENT
- LIMITS OF FIELD TOPOGRAPHY

SITE PLAN

- CONTOUR (MAJOR)
- CONTOUR (MINOR)
- LIMITS OF DISTURBANCE
- ACCESS ROADWAY/GRAVEL PAD
- 7 FT BLOCK WALL FENCE
- CULVERT
- OVERHEAD ELECTRIC LINE
- POWER POLE
- STORMWATER DITCH
- STORMWATER POND OUTLET
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KEY NOTES

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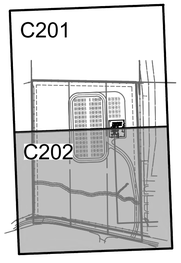
10. PROVIDE SECURITY FENCING (TYPE PER PLAN)
11. CONCEPTUAL PROJECT LOD
12. PROVIDE FENCE GATE
13. CONCEPTUAL LIGHTING LOCATION

KEY MAP

SCALE: N.T.S.

NORTH



PLAN

SCALE: 1" = 40' 0 40' 80'

PLAN NORTH

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DOUBLE SPRINGS ENERGY STORAGE PROJECT
CALAVERAS COUNTY, CALIFORNIA

CONCEPTUAL CIVIL DEVELOPMENT PLAN

SITE PLAN (2 OF 2)

PROJ:	194-1265-0013
DESN:	FORNEY
DRWN:	ZIEGLER
CHKD:	DEUSON

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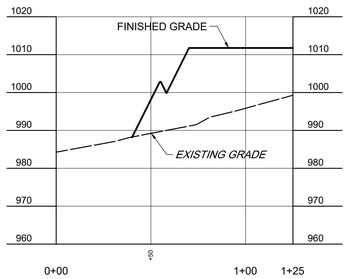
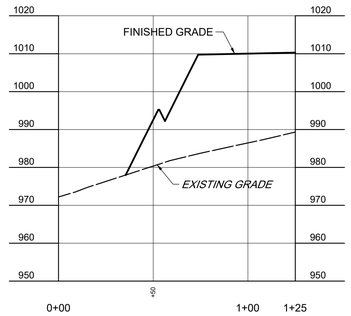
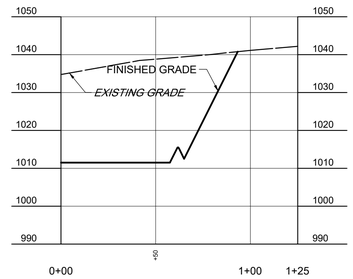


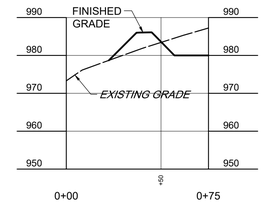
SECTION A-A
SCALE H:1"=40'; V:1"=20'



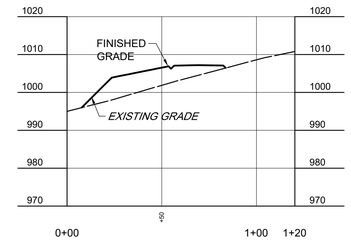
SECTION B-B
SCALE H:1"=40'; V:1"=20'



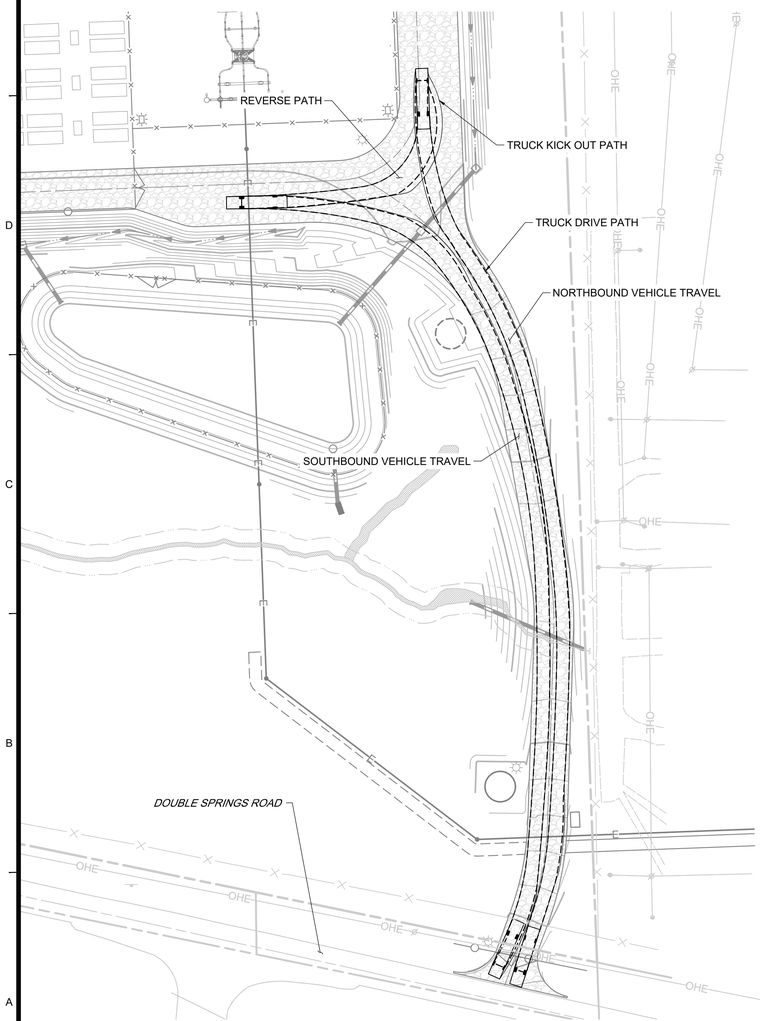
SECTION C-C
SCALE H:1"=40'; V:1"=20'



SECTION D-D
SCALE H:1"=40'; V:1"=20'

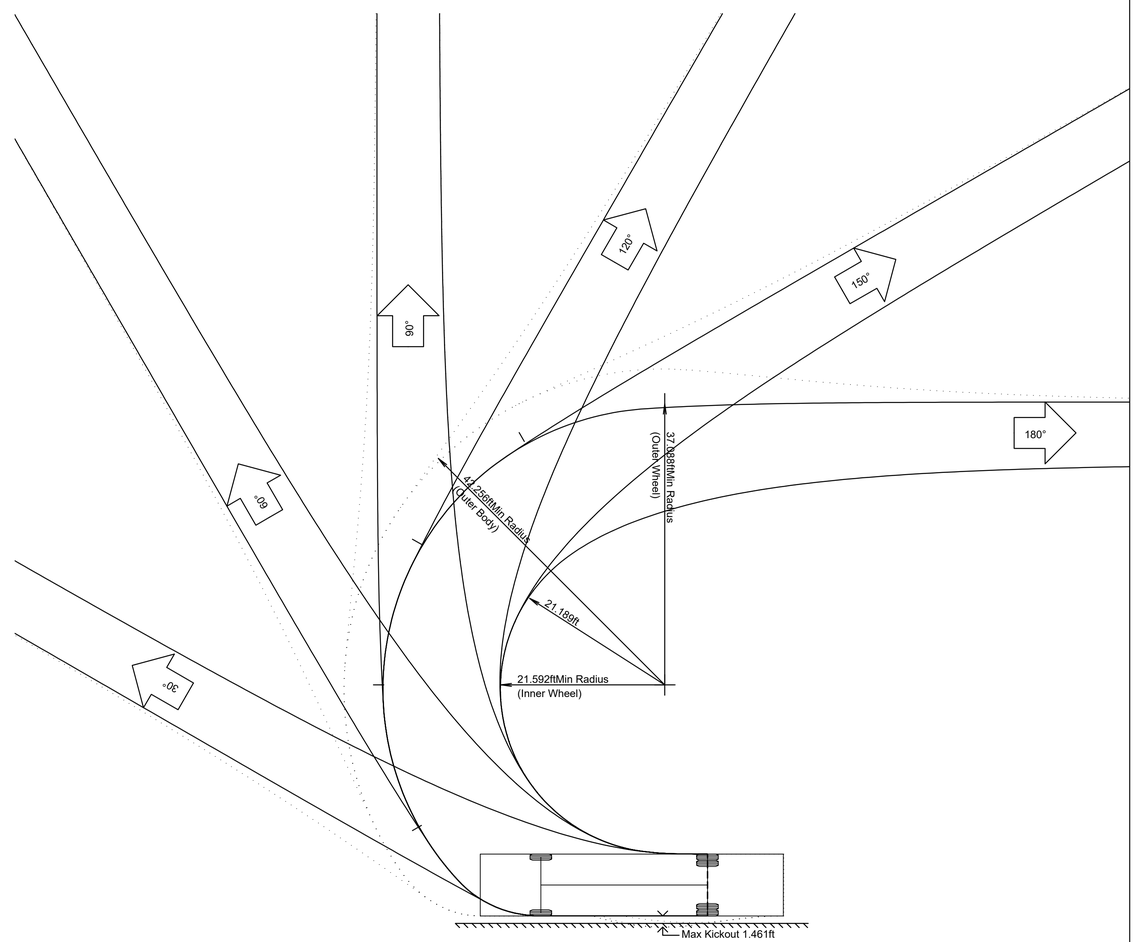


SECTION E-E
SCALE H:1"=40'; V:1"=20'



TRUCK TURNING PLAN
SCALE: 1" = 100'

NORTH



FIRE TRUCK TEMPLATE
SCALE: NTS

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www.tetratech.com
4101 COX RAOD, SUITE 100
GLEN ALLEN, VIRGINIA 23060
TEL: 804-290-4321

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C	18MAR2025	DRAFT ISSUED FOR REVIEW
D	18MAR2025	DRAFT ISSUED FOR REVIEW PER COMMENTS
E	01APR2025	DRAFT ISSUED FOR REVIEW
F	03APR2025	ISSUED FOR ENTITLEMENT

DOUBLE SPRINGS ENERGY STORAGE PROJECT
CALAVERAS COUNTY, CALIFORNIA
CONCEPTUAL CIVIL DEVELOPMENT PLAN

GRADING SECTIONS

PROJ:	194-1265-0013
DESN:	FORNEY
DRWN:	ZIEGLER
CHKD:	DEUSON

C210

1 INCH BAR

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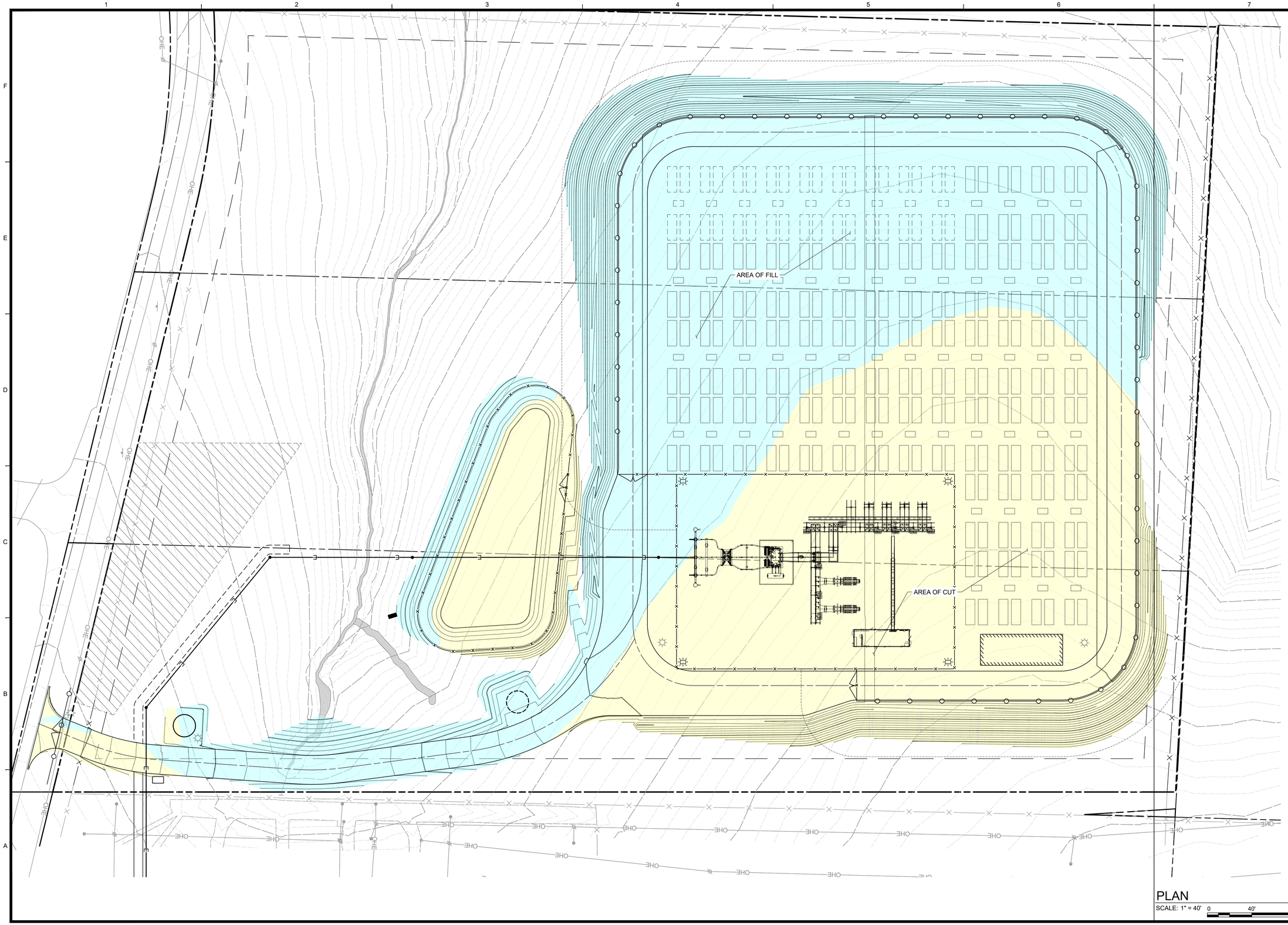

PLAN

SCALE: 1" = 40' 0 40' 80'

PLAN NORTH

1 INCH BAR

TETRA TECH

www.tetratech.com
4101 COX RAOD, SUITE 100
GLEN ALLEN, VIRGINIA 23060
TEL: 804-290-4321

REGISTERED PROFESSIONAL ENGINEER
ALEXANDER ETIENNE DEUSON
No. 81608
CIVIL
STATE OF CALIFORNIA

FOR ENTITLEMENT ONLY

nadara

NADARA DEVELOPMENT US, LLC
ONE BRIDGE STREET, SUITE 11
IRVINGTON, NEW YORK 10533

SUBMITTAL & REVISION RECORD

NO	DATE	DESCRIPTION
A	06/06/2024	DRAFT ISSUED FOR REVIEW
B	07/MAR/2025	DRAFT ISSUED FOR REVIEW
C	18/MAR/2025	DRAFT ISSUED FOR REVIEW
D	18/MAR/2025	DRAFT ISSUED FOR REVIEW PER COMMENTS
E	01/APR/2025	DRAFT ISSUED FOR REVIEW
F	03/APR/2025	ISSUED FOR ENTITLEMENT

DOUBLE SPRINGS ENERGY STORAGE PROJECT
CALAVERAS COUNTY, CALIFORNIA

CONCEPTUAL CIVIL DEVELOPMENT PLAN

CONCEPTUAL ISOPACH

PROJ:	194-1265-0013
DESN:	FORNEY
DRWN:	ZIEGLER
CHKD:	DEUSON

C250

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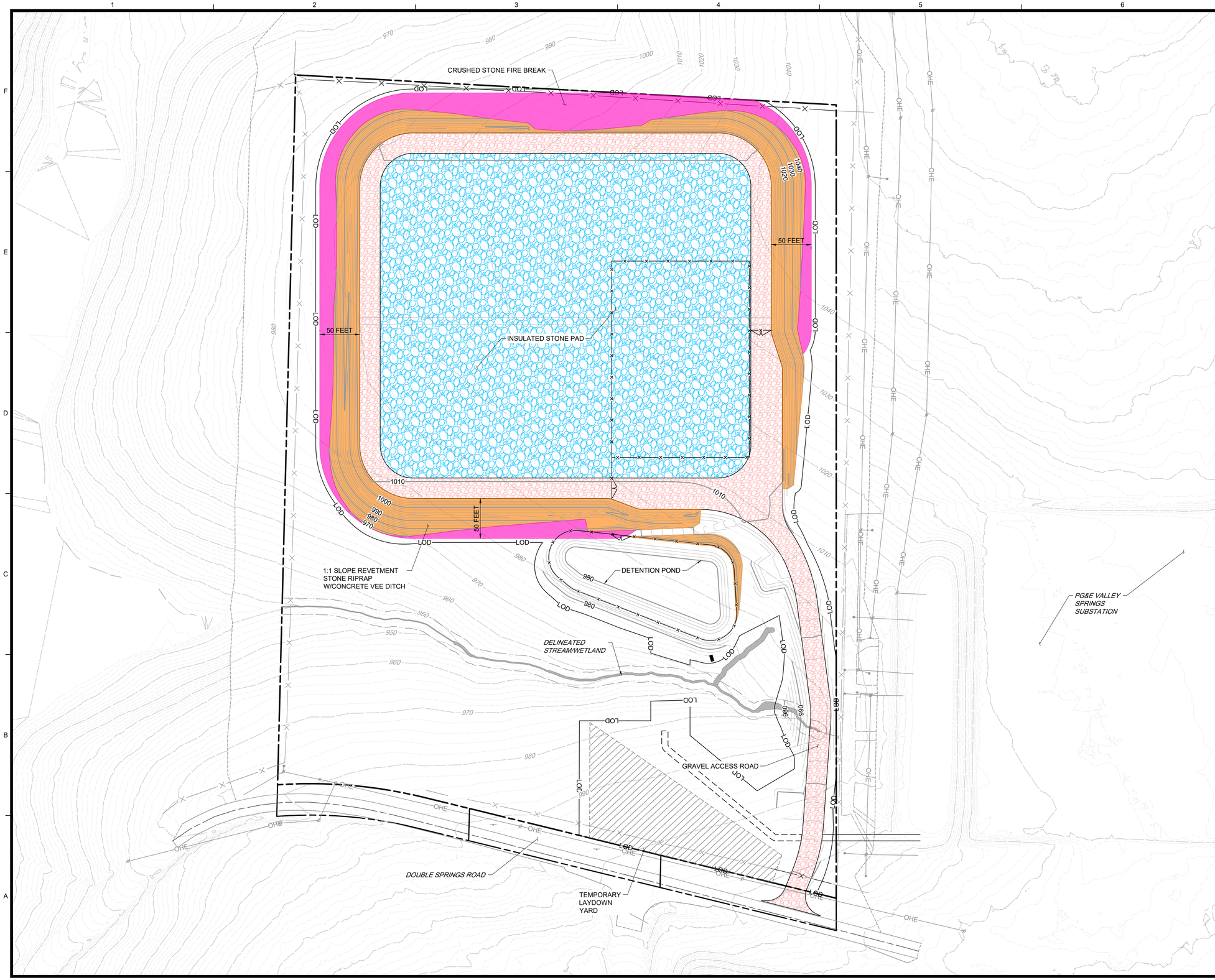


LEGEND

EXISTING CONDITIONS

- CONTOUR (MAJOR)
- CONTOUR (MINOR)
- SUBJECT PROPERTY LINE
- ADJACENT PROPERTY LINE
- EDGE OF PAVEMENT
- ROADWAY CENTERLINE
- BUILDING SETBACK
- STREAM/WETLAND (DELINEATED)
- STREAM/WETLAND BUFFER
- EDGE OF GRAVEL SURFACE
- CULVERT
- OVERHEAD ELECTRIC LINE
- POWER POLE
- SIGN
- TRANSMISSION TOWER
- RIGHT OF WAY
- FENCE
- EASEMENT
- LIMITS OF FIELD TOPOGRAPHY

SITE PLAN

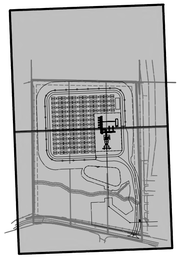
- CONTOUR (MAJOR)
- CONTOUR (MINOR)
- LIMITS OF DISTURBANCE

PAVING PLAN

- INSULATING PAD STONE
- GRAVEL ACCESS ROAD
- SLOPE REVETMENT (STONE)
- FIRE BUFFER (CRUSHED STONE)

KEY MAP

SCALE: N.T.S.



NORTH

PLAN

SCALE: 1" = 60' 0 60' 120'

PLAN NORTH

TETRA TECH
www.tetratech.com
4101 COX RAOD, SUITE 100
GLEN ALLEN, VIRGINIA 23060
TEL: 804-290-4321

REGISTERED PROFESSIONAL ENGINEER
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No. 81608
CIVIL
STATE OF CALIFORNIA

FOR ENTITLEMENT ONLY

nadara

NADARA DEVELOPMENT US, LLC
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IRVINGTON, NEW YORK 10533

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DOUBLE SPRINGS ENERGY STORAGE PROJECT
CALAVERAS COUNTY, CALIFORNIA

CONCEPTUAL CIVIL DEVELOPMENT PLAN

PAVING PLAN OVERALL

PROJ:	194-1265-0013
DESN:	FORNEY
DRWN:	ZIEGLER
CHKD:	DEUSON

C300

1 INCH BAR

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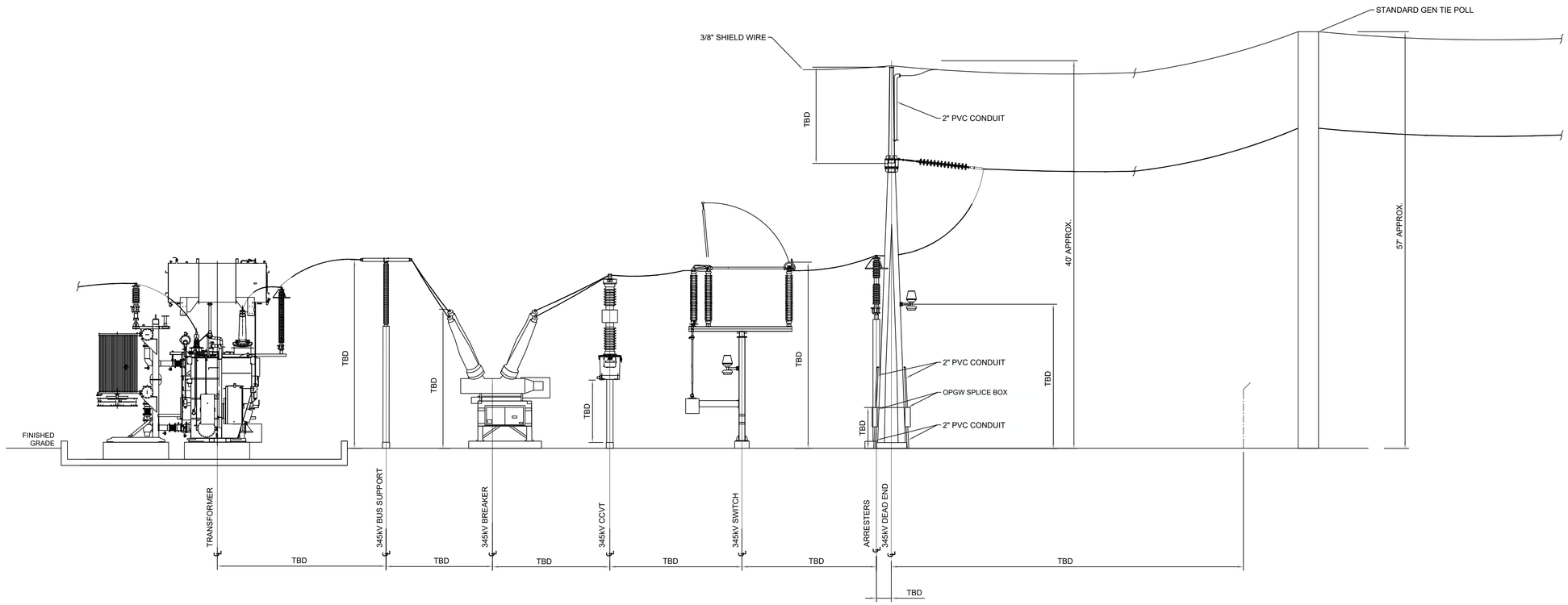
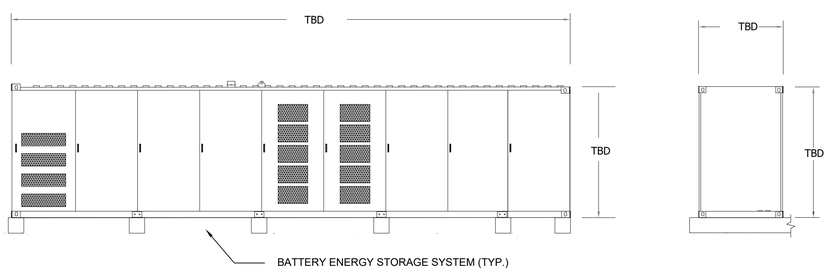
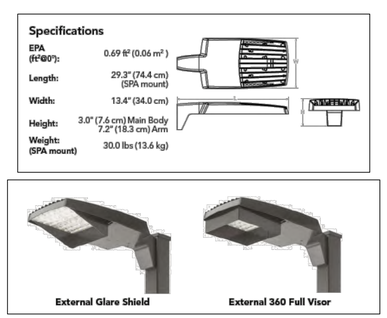


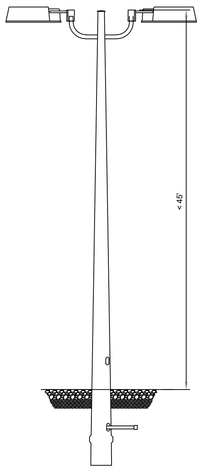
CONCEPTUAL SUBSTATION CROSS SECTION
N.T.S.



PRELIMINARY BESS CONTAINER ELEVATIONS
N.T.S.



MOUNTED LIGHT



LIGHT POLE

PRELIMINARY LIGHTING DETAILS
N.T.S.

TETRA TECH
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4101 COX RAOD, SUITE 100
GLEN ALLEN, VIRGINIA 23060
TEL: 804-290-4321

REGISTERED PROFESSIONAL ENGINEER ALEXANDER ETIENNE DEUSON No. 81608 CIVIL STATE OF CALIFORNIA

FOR ENTITLEMENT ONLY

nadara

NADARA DEVELOPMENT US, LLC
ONE BRIDGE STREET, SUITE 11
IRVINGTON, NEW YORK 10533

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DOUBLE SPRINGS ENERGY STORAGE PROJECT
CALAVERAS COUNTY, CALIFORNIA

CONCEPTUAL CIVIL DEVELOPMENT PLAN

EQUIPMENT DETAILS (1 OF 2)

PROJ:	194-1265-0013
DESN:	FORNEY
DRWN:	ZIEGLER
CHKD:	DEUSON

C500

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1 INCH BAR

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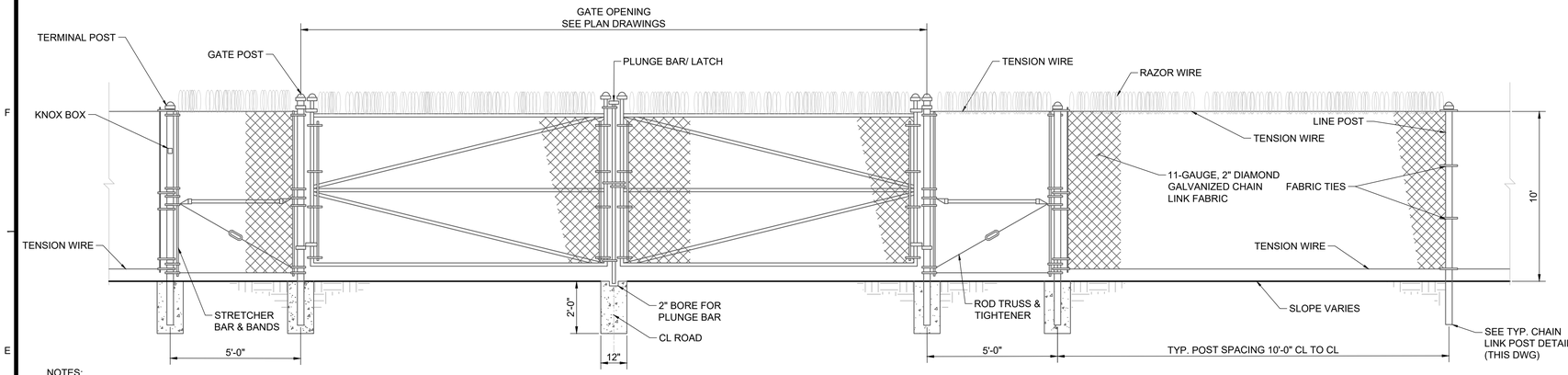
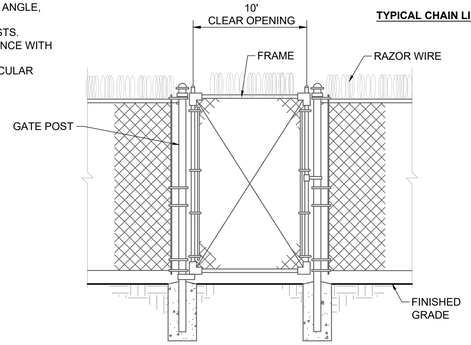


TYPICAL CHAIN LINK SECURITY FENCE WITH SWING GATE
N.T.S.

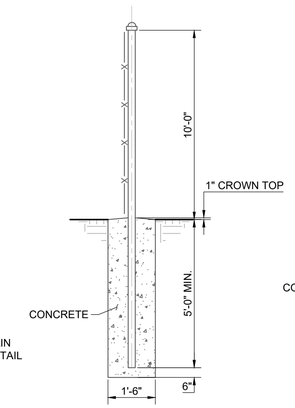
NOTES:

1. CONCRETE SHALL BE REQUIRED FOR CORNER, END, ANGLE, PULL, AND GATE POSTS.
2. CONCRETE IS NOT REQUIRED FOR TYPICAL LINE POSTS.
3. PSI OF CONCRETE FOOTINGS SHALL BE IN ACCORDANCE WITH FENCING VENDOR DRAWINGS.
4. A KNOX BOX SHALL BE PROVIDED AT THE MAIN VEHICULAR ENTRANCE GATE FOR FIRE DEPARTMENT ACCESS.

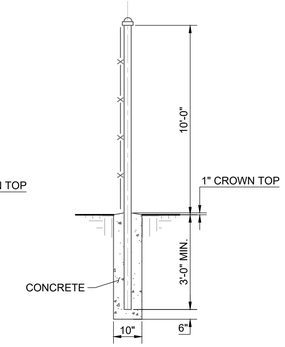


TYPICAL 10' GATE DETAIL
N.T.S.

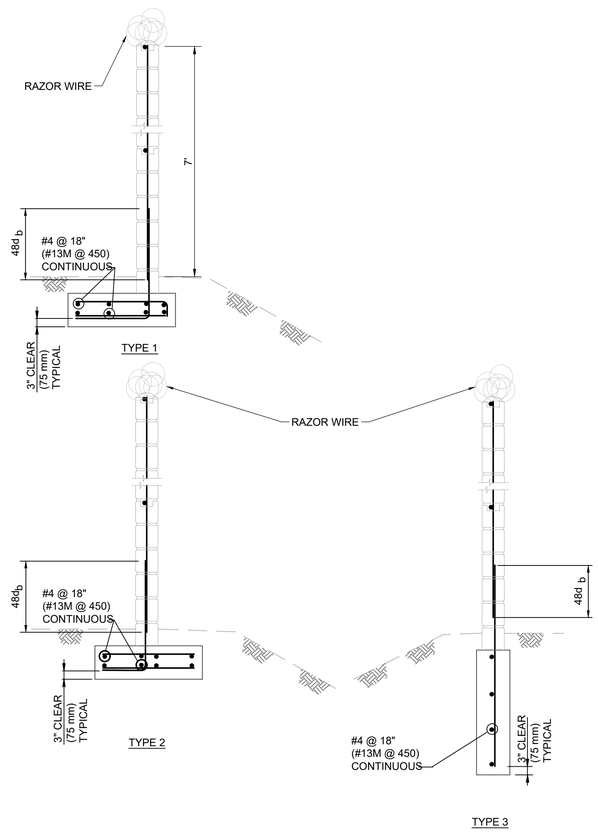
PROPOSED 10' CHAIN LINK SECURITY FENCE WITH SWINGING GATE
N.T.S.

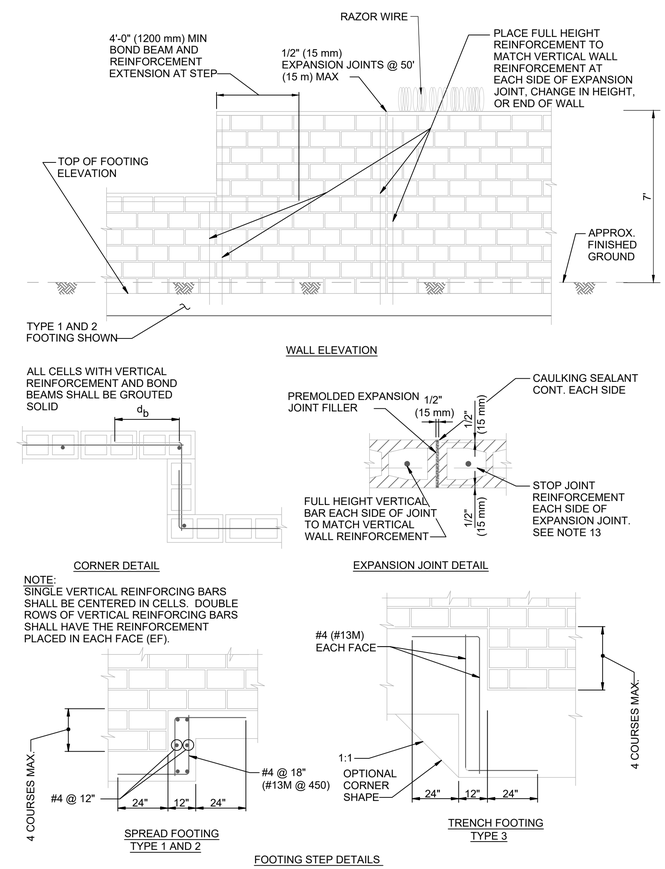


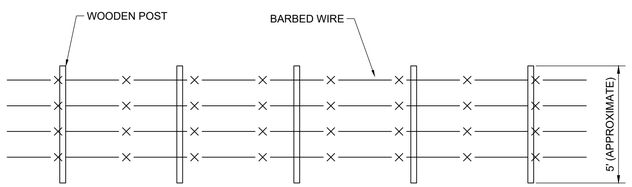
TYPICAL GATE POST CONCRETE FOOTING
N.T.S.



TYPICAL TERMINAL POST CONCRETE FOOTING
N.T.S.







EXISTING FARM FENCE
N.T.S.

PROPOSED BLOCK WALL DETAIL
N.T.S.

TETRA TECH
www.tetratech.com
4101 COX RAOD, SUITE 100
GLEN ALLEN, VIRGINIA 23060
TEL: 804-290-4321

REGISTERED PROFESSIONAL ENGINEER ALEXANDER ETIENNE DEUSON No. 81608 CIVIL STATE OF CALIFORNIA

FOR ENTITLEMENT ONLY

nadara

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IRVINGTON, NEW YORK 10533

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DOUBLE SPRINGS ENERGY STORAGE PROJECT
CALAVERAS COUNTY, CALIFORNIA
CONCEPTUAL CIVIL DEVELOPMENT PLAN

EQUIPMENT DETAILS (2 OF 2)

PROJ:	194-1265-0013
DESN:	FORNEY
DRWN:	ZIEGLER
CHKD:	DEUSON

C501

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1 INCH BAR

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EXISTING PG&E SUBSTATION AND OVERHEAD LINES

EXISTING 12-INCH CULVERT PER ALTA SURVEY

PROPOSED DRIVEWAY AND VEHICULAR ACCESS GATE PER ENGINEERING SITE PLAN

PROPOSED WATER TANK

PROPOSED GENTIE

PARCEL BOUNDARY

SUBSTATION

PROPOSED STORM WATER DETENTION BASIN

JURISDICTIONAL WATERS AND 50-FT BUFFER

BESS FACILITY

PROPOSED PERIMETER FENCE

EXISTING FENCE: SEVERED; RECOMMEND REMOVING FOR WILDLIFE CONNECTIVITY

PARCEL BOUNDARY

DOUBLE SPRINGS ROAD

EXISTING OAK TREE TO BE REMOVED

PROPOSED FIRE BREAK

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY
	FIRE BUFFER (CRUSHED STONE)	*32,055 SF*
	SLOPE REVETMENT (STONE)	*59,050 SF*

REFER TO ENGINEERING SITE PLAN FOR ADDITIONAL INFORMATION.

CONCEPT PLANT SCHEDULE

STABILIZATION AND SWALE SEED MIX — 62,398 SF

ACHILLEA MILLEFOLIUM / COMMON YARROW
BROMUS CARINATUS / CALIFORNIA BROME (NON-IRRIGATED)
ELYMUS ARENARIUS 'GLAUCUS' / BLUE LYME GRASS
ESCHSCHOLZIA CALIFORNICA / CALIFORNIA POPPY
HORDEUM BRACHYANTHERUM CALIFORNICUM / CALIFORNIA MEADOW BARLEY
NASSELLA PULCHRA / PURPLE NEEDLEGRASS
SPOROBOLUS AIROIDES / ALKALI SACATON
TRIFOLIUM FRAGIFERUM 'O'CONNOR'S' / O'CONNOR'S LEGUME
VULPIA MICROSTACHYS / SMALL FESCUE

CALVERAS COUNTY PLANNING ENTITLEMENT FOR:
DOUBLE SPRINGS BATTERY ENERGY STORAGE SYSTEM
NADARA RENEWABLES

0 40 80 120 feet
1" =40'

NORTH

L1
PRELIMINARY LANDSCAPE PLAN
APRIL 1, 2025

DUDEK
853 LINCOLN STREET, SUITE 105
AUBURN, CA 95603

FOR PLANNING PURPOSES ONLY - NOT FOR CONSTRUCTION

\\dudek.int\data\Projects\300-Environmental_Restricted Projects\13672.01_Double Springs\DOCUMENTS\Landscape\CAD\13672.01-DS_LSPlans PLOTTED: April 1, 2025

ALTA/NSPS LAND TITLE SURVEY

FOR DUDEK ENGINEERING

A PART OF THE NORTHEAST QUARTER SECTION 9,
TOWNSHIP 4 NORTH, RANGE 11 EAST, MOUNT DIABLO MERIDIAN
SAN ANDREAS, CALAVERAS COUNTY, CALIFORNIA 95252

SURVEY TABLE OF CONTENTS

Sheet 1	Project Overview, Survey Notes & Certification
Sheet 2	Schedule B-II Exceptions (list)
Sheets 3 & 4	ALTA/NSPS Survey Drawing
Sheets 5 & 6	Additional Topographic Survey

SITE INFORMATION

PARCEL 1
N/F: SOUZA DANIEL N ET. AL.
APN: 040-002-017-000
0 DOUBLE SPRINGS ROAD
221,809 SQ.FT., OR 5.092 ACRES ±

PARCEL 2
N/F: JAMES A. RAINBOLDT & ANNETTE CASTAGNA
APN: 040-002-018-000
0 DOUBLE SPRINGS ROAD
231,254 SQ. FT., OR 5.309 ACRES ±

PARCEL 3
N/F: JAMES A. RAINBOLDT, ET. AL.
APN: 040-002-019-000
0 DOUBLE SPRINGS ROAD
208,904 SQ. FT., OR 4.769 ACRES ±

TOTAL AREA:
661,967 SQ. FT., OR 15.197 ACRES ±

TITLE COMMITMENT INFORMATION

THE PROPERTY HEREON DESCRIBED IS THE SAME AS THE PERTINENT PROPERTY AS DESCRIBED IN STEWART TITLE GUARANTY COMPANY, ORDER #24000371680, DATED JUNE 21, 2024 AT 7:30 AM.

SCHEDULE A DESCRIPTION

The land referred to herein is situated in the State of California, County of Calaveras Unincorporated and described as follows:

Parcel 1, 2 and 3 as shown upon the Parcel Map filed December 1, 1997 in Book 9 of Parcel Maps, Page 143 of Calaveras County Records.

APN: 040-002-018-000, 040-002-019-000, APN 040002017

APN: 040-002-018-000 and 040-002-019-000
(End of Legal Description)

FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 06009C0375F, WHICH BEARS AN EFFECTIVE DATE OF 05/16/2017 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

ZONE "X" - AREA OF MINIMAL FLOOD HAZARD, USUALLY DEPICTED ON FIRMS AS ABOVE THE 500-YEAR FLOOD LEVEL. ZONE "X" IS THE AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD AND PROTECTED BY LEVEE FROM 100-YEAR FLOOD.

UTILITY INFORMATION

THE UTILITIES SHOWN ON THIS DRAWING HEREON HAVE BEEN LOCATED BY FIELD MEASUREMENTS UTILITY MAP DRAWINGS, AND CALIFORNIA ONE CALL UTILITY LOCATE REQUEST. BLEW & ASSOCIATES MAKES NO WARRANTY TO THE EXACT LOCATION OF ANY UNDERGROUND UTILITIES SHOWN OR NOT SHOWN ON THIS DRAWING. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ANY AND ALL UTILITIES PRIOR TO CONSTRUCTION. CALL CALIFORNIA ONE CALL AT 800-642-2444 BEFORE DIGGING. AT THE TIME OF ALTA SURVEY, SURFACE MARKINGS FROM UTILITY COMPANIES WERE OBSERVED. THE ABOVE AND UNDERGROUND UTILITIES SHOW HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND MAPS PROVIDED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. DEPTH AND HEIGHT OF LINES ARE UNKNOWN UNLESS OTHERWISE STATED.

PLANNING AND DESIGN REQUEST #: CA2402092

ATT DISTRIBUTION - CALIFORNIA
NO RESPONSE PROVIDED.
CONTACT: (888) 290-3111; G00559@ATT.COM

CALAVERAS COUNTY ROAD DEPARTMENT
NO RESPONSE PROVIDED.
CONTACT: (209) 754-6402; STOWLER@CO.CALAVERAS.CA.US

COMCAST
PER GENERAL MAPPING PROVIDED BY COMCAST, THE PROJECT AREA APPEARS TO BE CLEAR.
CONTACT: (323) 342-5552; CAL_DESIGN@CABLE.COMCAST.COM

PACIFIC GAS & ELECTRIC
NO RESPONSE PROVIDED.
CONTACT: (209) 494-3714; DELINEATIONMAPREQUESTS@PGE.COM

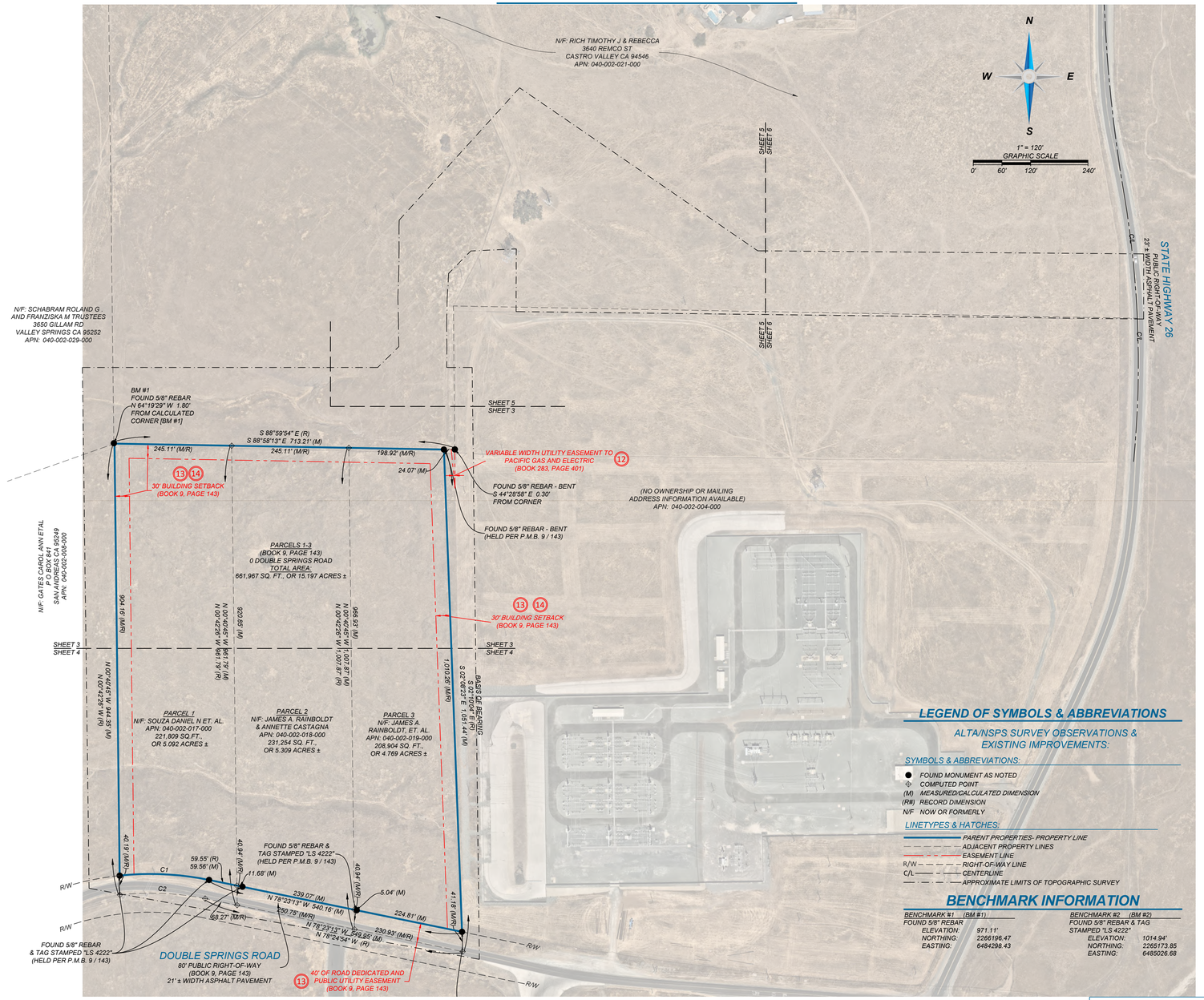
ZONING INFORMATION

IN REGARD TO TABLE A ITEM 6 (A) & 6 (B) NO ZONING REPORT HAS BEEN PROVIDED TO THE SURVEYOR AT THE TIME OF THE ALTA/NSPS SURVEY.

SIGNIFICANT OBSERVATIONS

NONE OBSERVED AT THE TIME OF THE ALTA/NSPS SURVEY.

BOUNDARY DETAIL

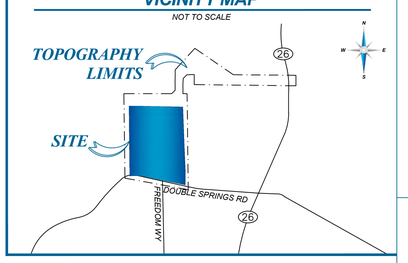


CURVE TABLE

CURVE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA ANGLE
C1 (M)	610.00'	N 87°12'39" W	187.15'	187.89'	17°38'54"
C1 (R)	610.00'	-	-	187.90'	17°38'56"
C2 (M)	570.00'	N 87°23'59" W	178.59'	179.33'	18°01'34"
C2 (R)	570.00'	-	-	179.33'	18°01'33"

VICINITY MAP

NOT TO SCALE



BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH PER CALIFORNIA COORDINATE SYSTEM (CCS83), CALIFORNIA ZONE 3, WHICH IS BASED OFF THE EAST LINE OF THE SUBJECT PROPERTY WHICH BEARS S02°08'23"E PER GPS COORDINATE OBSERVATIONS.
LATITUDE = 38°12'57.5612"
LONGITUDE = -120°46'09.0643"
CONVERGENCE ANGLE = -00°09'53.2923"

GENERAL NOTES

1. SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.
2. DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.
3. IN REGARD TO ALTA/NSPS TABLE A ITEM 16, THERE WAS NO OBSERVABLE EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR ADDITIONS EXCEPT AS SHOWN HEREON.
4. IN REGARD TO ALTA/NSPS TABLE A ITEM 17, THERE WERE NO KNOWN PROPOSED CHANGES IN RIGHT OF WAY LINES, RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS EXCEPT AS SHOWN HEREON.
5. AT THE TIME OF THE ALTA/NSPS SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
6. AT THE TIME OF THE ALTA/NSPS SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF SITE USE AS A CEMETERY, ISOLATED GRAVE SITE OR BURIAL GROUNDS.
7. COMPLETED FIELD WORK WAS OCTOBER 18, 2024.
8. THE DISTANCES SHOWN HEREON ARE UNITS OF GROUND MEASUREMENT.
9. THE NEAREST INTERSECTING STREET IS THE INTERSECTION OF DOUBLE SPRINGS ROAD AND FREEDOM WAY, WHICH ABUTS THE SOUTH SIDE OF THE PARENT PROPERTY.
10. SURVEYOR NOTES THAT THE PARENT PROPERTY DIRECTLY ABUTS DOUBLE SPRINGS ROAD, BEING A PUBLICLY DEDICATED RIGHT-OF-WAY. ACCESS TO RIGHTS-OF-WAY MAY BE SUBJECT TO MUNICIPALITY AGREEMENTS OR APPROVAL.
11. EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF SURVEY; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.
12. NO SURVEYOR OR ANY OTHER PERSON OTHER THAN A LICENSED CALIFORNIA ATTORNEY MAY PROVIDE LEGAL ADVICE CONCERNING THE STATUS OF TITLE TO THE PROPERTY DESCRIBED IN THIS SURVEY ("THE SUBJECT PROPERTY"). THE PURPOSE OF THIS SURVEY, AND THE COMMENTS RELATED TO THE SCHEDULE B-II EXCEPTIONS, IS ONLY TO SHOW THE LOCATION OF BOUNDARIES AND PHYSICAL OBJECTIONS IN RELATION THERETO. TO THE EXTENT THAT THE SURVEY INDICATES THAT THE LEGAL INSTRUMENT "AFFECTS" THE SUBJECT PROPERTY, SUCH STATEMENT IS ONLY INTENDED TO INDICATE THAT PROPERTY BOUNDARIES INCLUDED IN SUCH INSTRUMENT INCLUDE SOME OR ALL OF THE SUBJECT PROPERTY. THE SURVEYOR DOES NOT PURPORT TO DESCRIBE HOW SUCH INSTRUMENT AFFECTS THE SUBJECT PROPERTY OR THE ENFORCEABILITY OR LEGAL CONSEQUENCES OF SUCH INSTRUMENT.
13. NAMES AND ADDRESSES OF ADJOINING PROPERTY OWNERS WERE TAKEN FROM CALAVERAS COUNTY GIS.
14. THE SUBJECT PROPERTY SHOWN HEREON FORMS A MATHEMATICALLY CLOSED FIGURE AND IS CONTIGUOUS WITH THE ADJOINING PUBLIC RIGHT-OF-WAY AND/OR ADJOINING PARCELS WITH NO GAPS OR OVERLAPS.
15. THE SCHEDULE A DESCRIPTION SET FORTH BY THE TITLE COMMITMENT PROVIDED BY STEWART TITLE GUARANTY COMPANY WITH A TITLE COMMITMENT NUMBER OF 24000371680, DATED JUNE 21, 2024 AT 7:30 A.M. ONLY COVERS PARCEL IDS 040002017000, 040002018000 AND 040002019000.
16. WETLANDS INFORMATION SHOWN HEREON WAS PROVIDED TO THE SURVEYOR BY DUDEK ENGINEERING ON OCTOBER 14, 2024. FILE NAME: (DoubleSprings_AquaticResources_20241004)
17. ELEVATIONS ESTABLISHED WITH GPS STATIC OBSERVATIONS UTILIZING ONLINE POSITIONING USER SERVICE (OPUS) FOR POST PROCESSING, VERTICAL DATUM BASED UPON NORTH AMERICAN VERTICAL DATUM (NAVD88) IN US SURVEY FEET. CONTOURS SHOWN ARE 1 FOOT INTERVALS.
18. WETLANDS SHOWN HEREON ARE PER WOTUS DELINEATION REPORT FOR DOUBLE SPRINGS SOLAR SITE, 0 DOUBLE SPRINGS ROAD, SAN ANDREAS, CALAVERAS COUNTY, CALIFORNIA
DATED: 2024
PERFORMED BY DUDEK ENGINEERING

LEGEND OF SYMBOLS & ABBREVIATIONS

ALTA/NSPS SURVEY OBSERVATIONS & EXISTING IMPROVEMENTS:

SYMBOLS & ABBREVIATIONS:

- ● FOUND MONUMENT AS NOTED
- ⊕ COMPUTED POINT
- (M) MEASURED/CALCULATED DIMENSION
- (R#) RECORD DIMENSION
- N/F NOW OR FORMERLY

LINETYPES & HATCHES:

- PARENT PROPERTIES- PROPERTY LINE
- ADJACENT PROPERTY LINES
- EASEMENT LINE
- R/W RIGHT-OF-WAY LINE
- C/L CENTERLINE
- APPROXIMATE LIMITS OF TOPOGRAPHIC SURVEY

BENCHMARK INFORMATION

BENCHMARK #1 (BM #1)
FOUND 5/8" REBAR
ELEVATION: 971.11'
NORTHING: 2266196.47
EASTING: 6484298.43

BENCHMARK #2 (BM #2)
FOUND 5/8" REBAR & TAG
STAMPED "LS 4222"
ELEVATION: 1014.94'
NORTHING: 2265173.85
EASTING: 6485026.68

SURVEYOR'S CERTIFICATE

TO: STEWART TITLE GUARANTY COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(A), 6(B), 7(A), 7(B)(1), 8, 11(B), 13, 16, 17 AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 10/18/2024.

DATE OF PLAT OR MAP: 10/21/2024

PRELIMINARY

ROBERT J. WINNICKI
REGISTERED LAND SURVEYOR 9608
STATE OF CALIFORNIA

SHEET 1 OF 6

SAN ANDREAS, CALIFORNIA

DRAWN BY: TLR	CHECKED BY DNC	JOB #: 24-7149	DATE: 10/21/2024
REVISED:		REVISED BY:	DATE:

BLEW & ASSOCIATES, PA
3825 NORTH SHILOH DRIVE
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DUDEK

ALTA/NSPS LAND TITLE SURVEY

ALTA/NSPS LAND TITLE SURVEY

FOR DUDEK ENGINEERING

A PART OF THE NORTHEAST QUARTER SECTION 9,
TOWNSHIP 4 NORTH, RANGE 11 EAST, MOUNT DIABLO MERIDIAN
SAN ANDREAS, CALAVERAS COUNTY, CALIFORNIA 95252

SURVEY TABLE OF CONTENTS

Sheet 1	Project Overview, Survey Notes & Certification
Sheet 2	Schedule B-II Exceptions (list)
Sheets 3 & 4	ALTA/NSPS Survey Drawing
Sheets 5 & 6	Additional Topographic Survey

NOTES CORRESPONDING TO SCHEDULE B

(10) — *Reservations and other matters contained in the patent recorded May 16, 1984, in Book 3, Page 175, of Patents.*
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(12) — *Easement and rights incidental thereto for communication purposes, to Pacific Gas and Electric Company, a California Corporation, as set forth in a document recorded August 21, 1969, in Book 283, Page 401, of Official Records.*
(DOES NOT AFFECT, PLOTTED AS SHOWN DUE TO PROXIMITY TO SUBJECT PROPERTY)

(13) — *Matters as shown on the Parcel Map filed in Book 9, Page 143, of Maps which cites, among other things, the following:*
(1) Road and public utility Southerly portion
(AFFECTS, PLOTTED AS SHOWN)

(14) — *A Building set-back line, affecting the North, East and Westerly 30 feet, as disclosed by the Map of said Tract.*
(AFFECTS, PLOTTED AS SHOWN)

(15) — *Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:*
Amount : $82,500.00
Dated : April 15, 1991
Trustor : Danny Vaughn, an unmarried man
Trustee : John E. Cobb
Beneficiary : John E. Cobb, Executor of the Estate of Emerson G. Cobb, Deceased, under the Independent Administration of Estates Act None shown
Recorded : April 17, 1991, as Instrument No. 1991 005384, of Official Records.
An agreement which states that this instrument was subordinated to the document or interest shown as Item 17.
By agreement Recorded: June 12, 1995, Instrument No. 995 006929, Official Records.
The beneficial interest thereunder has been assigned, by mesne assignments, to:
Assignee: Robert E. Leaf and Barbara M. Leaf, Co-Trustees of the Leaf Family Trust dated January 29, 1981
Loan No.: None shown
Recorded: June 12, 1995, Instrument/File No. 995 006932, of Official Records.
Substitution of trustee naming Robert E. Leaf, as trustee, recorded December 12, 1997, as Instrument No. 1997 15864, of Official Records.
(AFFECTS, BLANKET IN NATURE)

(16) — *Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:*
Amount : $44,000.00
Dated : August 30, 1993
Trustor : Interstate Financial Bancorp, A Nevada Corporation
Trustee : Calaveras Title Company, a California Corporation
Beneficiary : Danny Vaughn, an unmarried man
Recorded : September 2, 1993, as Instrument No. 993 013838, of Official Records.
An agreement which states that this instrument was subordinated to the document or interest shown as item 17.
By agreement Recorded: June 12, 1995, Instrument No. 995 006931, Official Records.
The beneficial interest thereunder has been assigned, by mesne assignments, to:
Assignee: Monique Bjorndal, an unmarried woman
Address: 40 Supreme Court Walnut Creek, CA 94596
Loan No.: None shown
Recorded: May 14, 1997, Instrument/File No. 1997 5586, of Official Records.
Substitution of trustee naming Monique Bjorndal, as trustee, recorded December 12, 1997, as Instrument No. 1997 15868, of Official Records.
(AFFECTS, BLANKET IN NATURE)

(17) — *Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:*
Amount : $138,880.30
Dated : September 21, 1994
Trustor : Double Springs Partners -Limited Partnership
Trustee : Continental Land Title Company, a Corporation
Beneficiary : Interstate Financial Bancorp
Recorded : September 22, 1994, as Instrument No. 994 015061, of Official Records.
The beneficial interest thereunder has been assigned, by mesne assignments, to:
Assignee: Monique Bjorndal, an unmarried woman, as to 88,330/138880ths interest and Jeffrey A.
Tindall and Mary Tindall, as to a 50,000/138880th interest
Loan No.: None shown
Recorded: June 12, 1995, Instrument/File No. 995 006933, of Official Records.
A partial assignment of the beneficial interest under said deed of trust
From: Jeffrey A. Tindall and Mary Tindall
To: Curtis G. Maxwell, an unmarried man
Address: 1100 Sierra Vista Way, Lafayette, CA 94549
Recorded: May 14, 1997, as Instrument No. 1997 5587, Official Records.
A Substitution of Trustee under said deed of trust which names as the substituted trustee, the following
Trustee: Monique Bjorndal and Curtis G. Maxwell
Recorded: December 12, 1997, Instrument/File No. 1997 15866, of Official Records.
(AFFECTS, BLANKET IN NATURE)

(18) — *Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:*
Amount : $200,000.00
Dated : September 21, 1994
Trustor : Double Springs Partners Limited Partnership
Trustee : Continental Land Title Company, a Corporation
Beneficiary : Interstate Financial Bancorp
Recorded : September 22, 1994, as Instrument No. 994 015063, of Official Records.
The beneficial interest thereunder has been assigned, by mesne assignments, to:
Assignee: Jeffrey A. & Mary Tindall
Address: PO Box 538 Cupertino, CA 95015
Loan No.: None shown
Recorded: May 14, 1997, Instrument/File No. 1997 5631, of Official Records.
Said instrument has been subordinated to Deed of Trust, recorded September 22, 1994, as Instrument No. 994 015063, of Official Records, by that certain document recorded December12, 1997, as Instrument No. 1997 15871, of Official Records.
(AFFECTS, BLANKET IN NATURE)

(19) — *Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:*
Amount : $300,000.00
Dated : December 3, 1997
Trustor : Business Condominiums, Inc., a Nevada Corporation
Trustee : Fidelity National Title Insurance
Beneficiary : Intercorp Financial Development, Inc.
Recorded : December 12, 1997, as Instrument No. 1997 15870, of Official Records.
Matters contained therein affect: Parcel 3.
The beneficial interest of Intercorp Financial Development, Inc., has been assigned of record to Robert E. Leaf and Barbara M. Leaf, Trustees of the Leaf Family Trust dated 1/29/81 as to 109,000/300,000ths, by that certain document recorded January 09, 1998, by Instrument No. 1998-269, of Official Records.
The beneficial interest of Intercorp Financial Development, Inc., has been assigned of record to Monique Bjorndal, an unmarried woman as to 191,000/300,000ths, by that certain document recorded March 11, 1998, by Instrument No. 1998-3021, of Official Records.
The beneficial interest of Intercorp Financial Development, Inc., has been assigned of record to Monique Bjorndal, an unmarried woman as to 75,000,00,300,000.00ths, by that certain document recorded May 13, 1998, by Instrument No. 1998-6149, of Official Records.
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

NOTES CORRESPONDING TO SCHEDULE B

(20) — *Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:*
Amount : $300,000.00
Dated : December 3, 1997
Trustor : Business Condominiums, Inc., a Nevada Corporation
Trustee : Fidelity National Title Insurance Company, a California corporation
Beneficiary : Intercorp Financial Development, Inc.
Recorded : December 12, 1997, as Instrument No. 1997-15872, of Official Records.
Matters contained therein affect: Parcel 3.
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(21) — *Any defect in, or invalidity of, title to the estate or interest set forth in Schedule A arising out of, or occasioned by, that certain conveyance from Business Condominiums, Inc. a corporation, as grantor to Robert Leaf, Jeffrey Tindall, Monique BJorndal, Anges Girard & Intercorp Financial Development, as grantee, recorded November 16, 2001, as Instrument No. 2001 20486, of Official Records. Stewart Title Guaranty Company will require proof of the validity of this document prior to the issuance of any policy of title insurance.*
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(22) — *Matters contained in document entitled Notice of Nonacceptance of Recorded Deed, recorded May 24, 2002, as Instrument No. 2002 10145, of Official Records.*
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(23) — *Matters contained in document entitled Notice of Nonacceptance of Recorded Deed, recorded May 24, 2002, as Instrument No. 2002 10211, of Official Records.*
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(24) — *Matters contained in document entitled Notice of Nonacceptance of Recorded Deeds, recorded November 12, 2002, as Instrument No. 2002 22537, of Official Records.*
(AFFECTS, BLANKET IN NATURE)

(25) — *Matters contained in document entitled Notice of Non-Acceptance of a Recorded Deed, recorded January 27, 2003, as Instrument No. 2003-1688, of Official Records.*
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(26) — *Notice of power to sell tax defaulted real property for non-payment of delinquent taxes for the fiscal year 2000 -2001 in the original amount of $203.66, recorded July 05, 2006, as Instrument No.2006-12727, of Official Records. NOTE: Redemption amount will need to be obtained prior to closing.*
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(27) — *Any defect in, or invalidity of, title to the estate or interest set forth in Schedule A arising out of, or occasioned by, that certain conveyance from Tax Collector of Calaveras County, as grantor to Rainboldt, James A, a married man as his separate property & Castagna, Annette, a married woman as her separate property, as tenants in common, as grantee, recorded November 27, 2006, as Instrument No. 2006-22414, of Official Records. Stewart Title Guaranty Company will require proof of the validity of this document prior to the issuance of any policy of title insurance.*
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(28) — *Any defect in, or invalidity of, title to the estate or interest set forth in Schedule A arising out of, or occasioned by, that certain conveyance from Annette Castagna, a married woman, as grantor to Urt G. Castagna and Annette M. CASTAGNA, Co-Trustees, or their named Successor Trustees, of The Curt G. Castagna and Annette M. Castagna Family Trust executed by Curt G. Castagna and Annette M. Castagna on February 25, 1998, as grantee, recorded June 21, 2021, as Instrument No. 2021-011323, of Official Records. Stewart Title Guaranty Company will require proof of the validity of this document prior to the issuance of any policy of title insurance.*
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(29) — *Any defect in, or invalidity of, title to the estate or interest set forth in Schedule A arising out of, or occasioned by, that certain conveyance from Business Condominiums, Inc., a corporation, as grantor to Robert Leaf, Jeffrey Tindall, Monique BJorndal, Curtis Maxwell & Intercorp Financial Development, as grantee, recorded November 16, 2001, as Instrument No. 2001 20487, of Official Records. Stewart Title Guaranty Company will require proof of the validity of this document prior to the issuance of any policy of title insurance.*
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(30) — *Matters contained in document entitled Notice of Nonacceptance of a Recorded Deed, recorded May 24, 2002, as Instrument No. 2002 10144, of Official Records.*
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(31) — *Matters contained in document entitled Notice of Nonacceptance of a Recorded Deed, recorded May 24, 2002, as Instrument No. 2002 10206, of Official Records.*
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(32) — *Matters contained in document entitled Notice of Nonacceptance of Recorded Deed, recorded November 12, 2002, as Instrument No. 2002 22537, of Official Records.*
(AFFECTS, BLANKET IN NATURE)

(33) — *Matters contained in document entitled Notice of Non-Acceptance of a Recorded Deed, recorded January 27, 2003, as Instrument No. 2003-1687, of Official Records.*
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(34) — *Notice of power to sell tax defaulted real property for non-payment of delinquent taxes for the fiscal year 2000 -2001 in the original amount of $224.14, recorded 2006-12726 as Instrument No.2006-12726 of Official Records. NOTE: Redemption amount will need to be obtained prior to closing.*
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(35) — *Any defect in, or invalidity of, title to the estate or interest set forth in Schedule A arising out of, or occasioned by, that certain conveyance from Rainboldt, James A, a married man as his separate property & Castagna, Annette, a married woman as her separate property, as tenants in common. as grantor to Intercorp Financial Development, as grantee, recorded November 27, 2006 as Instrument No. 2006-22413 of Official Records. Stewart Title Guaranty Company will requireproof of the validity of this document prior to the issuance of any policy of title insurance.*
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(36) — *Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:*
Amount : $300,000.00
Dated : December 3, 1997
Trustor : Business Condominiums, Inc., a Nevada Corporation
Trustee : Fidelity National Title Insurance Company, a California corporation
Beneficiary : Fidelity National Title Insurance Company, a California corporation
Recorded : December 24, 1997 as Instrument No. 1997-16380 of Official Records.
Matters contained therein affect: Parcel 1.
The beneficial interest of Fidelity National Title Insurance Company, a California corporation has been assigned of record to Michail Leydiker and Marsha M. Joy a 90,000/300,000.00 by that certain document recorded April 6, 1998 by Instrument No. 1998-4326 of Official Records.
The beneficial interest of Fidelity National Title Insurance Company, a California corporation has been assigned of record to Monique Bjorndal, an unmarried woman as to 75,000/300,000ths by that certain document recorded May 26, 1998 by Instrument No. 1998-6674 of Official Records.
The beneficial interest of Fidelity National Title Insurance Company, a California corporation has been assigned of record to Curtis Maxwell a 22,500/300,000ths by that certain document recorded June 02, 1998 by Instrument No. 1998-7041 of Official Records.
The beneficial interest of Fidelity National Title Insurance Company, a California corporation has been assigned of record to Robert E. Leaf and Barbara M. Leaf, Trustees of The Leaf Family Trust dated 1/29/1981, 50,000/300,000ths by that certain document recorded June 2, 1998 by Instrument No. 1998-7042 of Official Records.
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

NOTES CORRESPONDING TO SCHEDULE B

(37) — *Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:*
Amount : $145,000.00
Dated : December 3, 1997
Trustor : Business Condominiums, Inc., a Nevada corporation
Trustee : Fidelity National Title Insurance Company, a California corporation
Beneficiary : Fidelity National Title Insurance Company, a California corporation
Recorded : December 24, 1997 as Instrument No. 1997-16381 of Official Records.
The beneficial interest of Fidelity National Title Insurance Company, a California corporation has been assigned of record to Robert E. Leaf and Barbara M. Leaf, Trustees of the Leaf Family Trust dated January 29, 1981 as to 30,000ths of 145,000ths by that certain document recorded December 22, 1999 by Instrument No. 1999-19351 of Official Records.
The beneficial interest of Fidelity National Title Insurance Company, a California corporation has been assigned of record to Victor Maloratsky and Anatoly Maloratsky, as to 10,300ths of 145,000ths by that certain document recorded January 6, 2000 by Instrument No. 2000-179 of Official Records.
The beneficial interest of Fidelity National Title Insurance Company, a California corporation has been assigned of record to Monique Bjorndal, an unmarried woman as to 19,700 ths of 145,000ths by that certain document recorded January 31, 2000 by Instrument No. 2000-1219 of Official Records.
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(38) — *Any defect in, or invalidity of, title to the estate or interest set forth in Schedule A arising out of, or occasioned by, that certain conveyance from as grantor Business Condominiums, Inc., to Robert Leaf, Jeffrey Tindall, Curtis Maxwell, Michail Leydiker, Monique BJorndal, Victor Maloratsky & Intercorp Financial Development, to as grantee, recorded November 16, 2001 as Instrument No. 2001-20488 of Official Records. Stewart Title Guaranty Company will require proof of the validity of this document prior to the issuance of any policy of title insurance.*
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(39) — *Matters contained in document entitled Notice of Nonacceptance of a Recorded Deed recorded May 22, 2002 as Instrument No. 2002-9939 of Official Records.*
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(40) — *Matters contained in document entitled Notice of Nonacceptance of a Recorded Deed recorded May 24, 2002 as Instrument No. 2002-10143 of Official Records.*
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(41) — *Matters contained in document entitled Notice of Nonacceptance of a Recorded Deed recorded May 24, 2002 as Instrument No. 2002-10205 of Official Records.*
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(42) — *Matters contained in document entitled Notice of Non-Acceptance of a Recorded Deed (Civil Code 1058.5) recorded June 11, 2002 as Instrument No. 2002-11361, of Official Records.*
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(43) — *Matters contained in document entitled Notice of Nonacceptance of a Recorded Deeds recorded November 11, 2002 as Instrument No. 2002-22537 of Official Records.*
(AFFECTS, BLANKET IN NATURE)

(44) — *Matters contained in document entitled Notice of Nonacceptance of a Recorded Deed recorded November 18, 2002 as Instrument No. 2002-23047 of Official Records.*
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(45) — *Matters contained in document entitled Notice of Nonacceptance of a Recorded Deed recorded November 19, 2002 as Instrument No. 2002-23137 of Official Records.*
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(46) — *Notice of power to sell tax defaulted real property for non-payment of delinquent taxes for the fiscal year 2000 -2001 in the original amount of $216.54, recorded July 5, 2006 as Instrument No.2006-12725 of Official Records. NOTE: Redemption amount will need to be obtained prior to closing.*
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(47) — *Any defect in, or invalidity of, title to the estate or interest set forth in Schedule A arising out of, or occasioned by, that certain conveyance from Souza, Daniel N and Souza, Eneida G as grantor to Intercorp Financial Development, as grantee, recorded November 27, 2006 as Instrument No. 2006-22415 of Official Records. Stewart Title Guaranty Company will require proof of the validity of this document prior to the issuance of any policy of title insurance.*
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(48) — *Matters contained in document entitled Memorandum of Option Agreement by and between Daniel N. Souza and Eneida G. Souza and Novis Renewables, LLC recorded May 25, 2021 as Instrument No. 2021-009612 of Official Records.*
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

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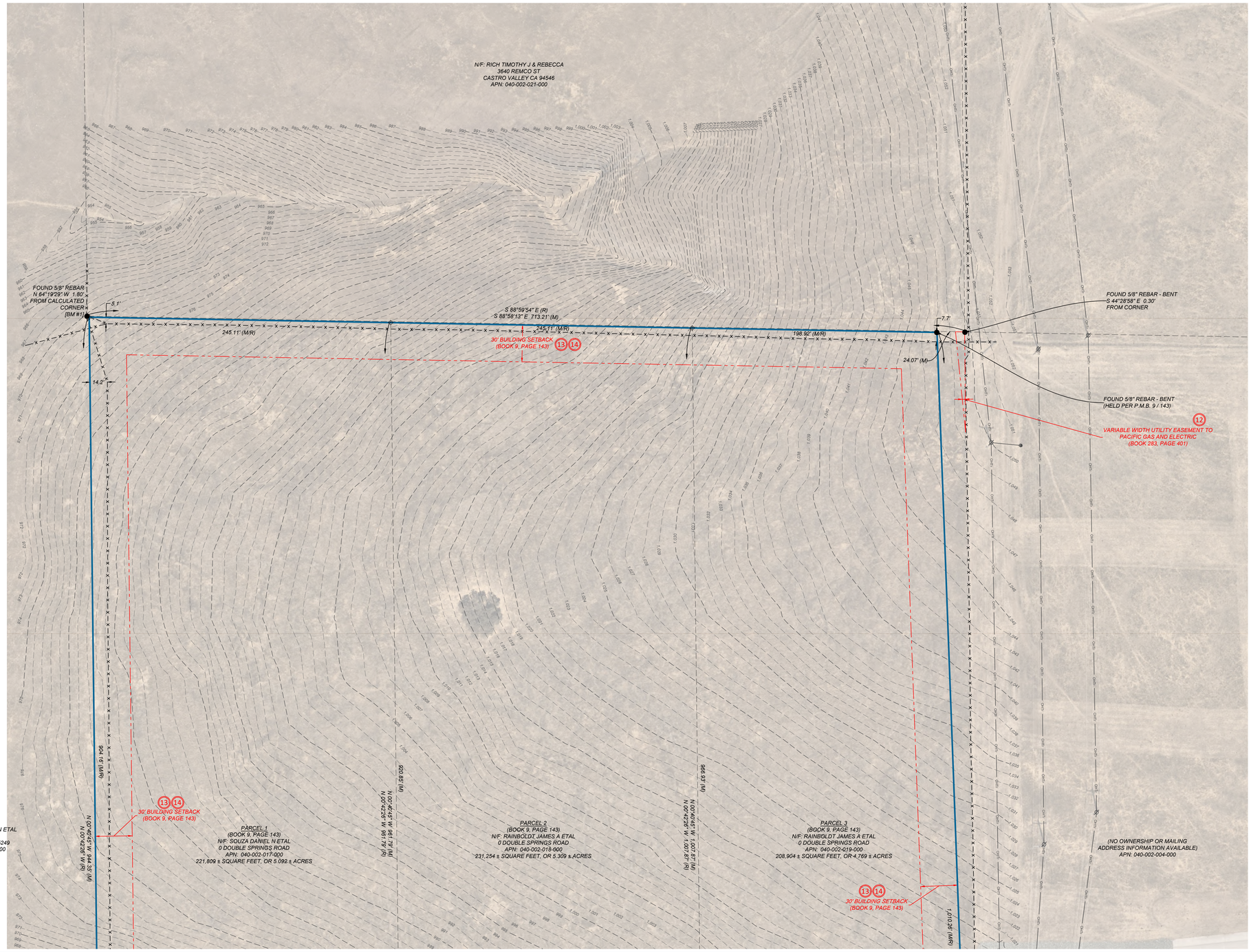
DUDEK

ALTA/NSPS LAND TITLE SURVEY

FOR DUDEK ENGINEERING

A PART OF THE NORTHEAST QUARTER SECTION 9,
TOWNSHIP 4 NORTH, RANGE 11 EAST, MOUNT DIABLO MERIDIAN
SAN ANDREAS, CALAVERAS COUNTY, CALIFORNIA 95252



N
W E
S

1" = 40'
GRAPHIC SCALE
0 20' 40' 80'

LEGEND OF SYMBOLS & ABBREVIATIONS

ALTA/NSPS SURVEY OBSERVATIONS & EXISTING IMPROVEMENTS:

SYMBOLS & ABBREVIATIONS:

- FOUND MONUMENT AS NOTED
- COMPUTED POINT
- (M) MEASURED/CALCULATED DIMENSION
- (R#) RECORD DIMENSION
- N/F NOW OR FORMERLY
- POWER POLE
- GUY ANCHOR
- ELECTRIC CABINET

LINETYPES & HATCHES:

- PARENT PROPERTIES- PROPERTY LINE
- ADJACENT PROPERTY LINES
- EASEMENT LINE
- SETBACK LINE
- R/W RIGHT-OF-WAY LINE
- C/L CENTERLINE
- FENCE LINE
- OVERHEAD POWER LINE
- OHTL OVERHEAD TRANSMISSION LINE
- SD UNDERGROUND DRAINAGE LINE
- INDEX CONTOUR LINE (5' INTERVALS)
- INTERIOR CONTOUR LINE (1' INTERVALS)
- APPROXIMATE LIMITS OF TOPOGRAPHIC SURVEY
- EPHEMERAL DRAINAGE (TOP OF BANK) (SEE NOTE 18)
- EPHEMERAL DRAINAGE (SEE NOTE 18)
- SEASONAL WETLANDS SWALE (SEE NOTE 18)

BENCHMARK INFORMATION

BENCHMARK #1 (BM #1)
FOUND 5/8" REBAR
ELEVATION: 971.11'
NORTHING: 2266196.47
EASTING: 6484298.43

BENCHMARK #2 (BM #2)
FOUND 5/8" REBAR & TAG
STAMPED "LS 4222"
ELEVATION: 1014.94'
NORTHING: 2265173.85
EASTING: 6485026.68

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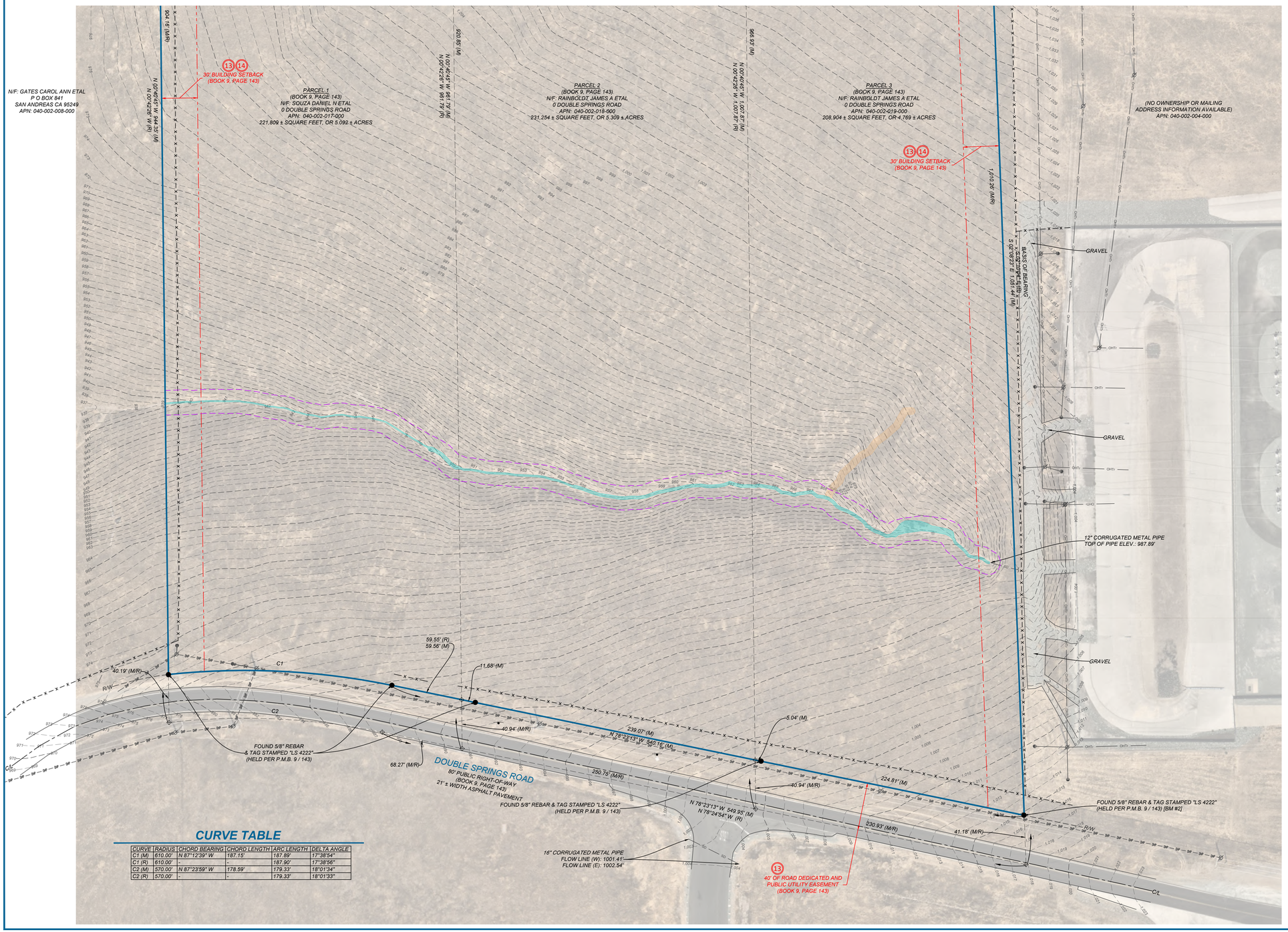

CURVE TABLE

CURVE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA ANGLE
C1 (M)	610.00'	N 87°12'39" W	187.15'	187.89'	17°38'54"
C1 (R)	610.00'	-	-	187.90'	17°38'55"
C2 (M)	570.00'	N 87°23'59" W	178.59'	179.33'	18°01'34"
C2 (R)	570.00'	-	-	179.33'	18°01'33"

N
W E
S

1" = 40'
GRAPHIC SCALE
0 20' 40' 80'

LEGEND OF SYMBOLS & ABBREVIATIONS

ALTA/NSPS SURVEY OBSERVATIONS & EXISTING IMPROVEMENTS:

SYMBOLS & ABBREVIATIONS:

- FOUND MONUMENT AS NOTED
- COMPUTED POINT
- (M) MEASURED/CALCULATED DIMENSION
- (R#) RECORD DIMENSION
- N/F NOW OR FORMERLY
- POWER POLE
- GUY ANCHOR
- ELECTRIC CABINET

LINETYPES & HATCHES:

- PARENT PROPERTIES- PROPERTY LINE
- ADJACENT PROPERTY LINES
- EASEMENT LINE
- SETBACK LINE
- R/W RIGHT-OF-WAY LINE
- C/L CENTERLINE
- FENCE LINE
- OVERHEAD POWER LINE
- OHTr OVERHEAD TRANSMISSION LINE
- SD UNDERGROUND DRAINAGE LINE
- INDEX CONTOUR LINE (5' INTERVALS)
- INTERIOR CONTOUR LINE (1' INTERVALS)
- APPROXIMATE LIMITS OF TOPOGRAPHIC SURVEY
- EPHEMERAL DRAINAGE (TOP OF BANK) (SEE NOTE 18)
- EPHEMERAL DRAINAGE (SEE NOTE 18)
- SEASONAL WETLANDS SWALE (SEE NOTE 18)

BENCHMARK INFORMATION

BENCHMARK #1 (BM #1)
FOUND 5/8" REBAR
ELEVATION: 971.11'
NORTHING: 2266196.47
EASTING: 6484298.43

BENCHMARK #2 (BM #2)
FOUND 5/8" REBAR & TAG
STAMPED "LS 4222"
ELEVATION: 1014.94'
NORTHING: 2265173.85
EASTING: 6485026.68

BLEW & ASSOCIATES, PA
3825 NORTH SHILOH DRIVE
FAYETTEVILLE, ARKANSAS 72703
OFFICE: 479.443.4506 FAX: 479.582.1883
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BLEW
Surveying | Engineering | Environmental

Coordinated by: Dudek
Main Office: 605 Third Street
Encinitas, CA 92024
Phone: 760.842.5147
www.Dudek.com

DUDEK

ALTA/NSPS LAND TITLE SURVEY

ALTA/NSPS LAND TITLE SURVEY

FOR DUDEK ENGINEERING

A PART OF THE NORTHEAST QUARTER SECTION 9,
TOWNSHIP 4 NORTH, RANGE 11 EAST, MOUNT DIABLO MERIDIAN
SAN ANDREAS, CALAVERAS COUNTY, CALIFORNIA 95252

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1" = 40'
GRAPHIC SCALE
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BENCHMARK INFORMATION

BENCHMARK #1 (BM #1)		BENCHMARK #2 (BM #2)	
FOUND 5/8" REBAR		FOUND 5/8" REBAR & TAG	
ELEVATION:	971.11'	STAMPED "LS 4222"	
NORTHING:	2266196.47	ELEVATION:	1014.94'
EASTING:	6484298.43	NORTHING:	2265173.85
		EASTING:	6485026.68

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ALTA/NSPS LAND TITLE SURVEY

Exhibit B
Mitigation Monitoring and Reporting Program

See next page.

Mitigation, Monitoring, and Reporting Program

Double Springs Energy Storage Project

Mitigated Negative Declaration

JULY 2026

Prepared for:

CALAVERAS COUNTY
Planning Department
891 Mountain Ranch Road, Building E
San Andreas, California 95249
Contact: Katherine Stefani

Prepared by:

DUDEK

687 S. Coast Highway 101, Suite 110
Encinitas, California 92024
Contact: Jennifer Sucha

Introduction

The California Environmental Quality Act (CEQA) requires that public agencies adopting a Mitigated Negative Declaration (MND) take affirmative steps to determine that approved mitigation measures and project design features are implemented subsequent to project approval. The lead or responsible agency must adopt a monitoring and reporting program for the mitigation measures incorporated into a project or included as conditions of approval. The program must be designed to ensure compliance with the MND during project implementation (Public Resources Code, Section 20181.6; CEQA Guidelines, Section 15074(d)).

This Mitigation, Monitoring, and Reporting Program (MMRP) will be used by the County of Calaveras (County) to track compliance with adopted mitigation measures and project design features associated with the implementation of the North River Road and Sleeping Indian Road Drainage Improvements project (project). The County, as Lead Agency pursuant to CEQA, will ensure that all design features and mitigation measures identified for the project are carried out in accordance with the adopted MMRP.

This MMRP consists of a checklist (Table 1) that identifies the mitigation measures, organized by environmental impact category discussed in the MND. The table identifies the mitigation monitoring and reporting requirements, including the timing of verification (prior to, during, or after construction) and the party responsible for implementing the measure. Space is provided for sign-off following completion/implementation of the design feature or mitigation measure. The responsible parties listed in Table 1 include the County, the contractor who will be hired by the County to construct the project, and the environmental surveyor who will be assigned by the County to monitor compliance before and during project construction. These references in the table indicate the party responsible for implementing the respective measures, but the County will ultimately be responsible for verifying compliance with each measure listed in the table.

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Table 1. Mitigation Monitoring and Reporting Program

Design Feature or Mitigation Measure	Design Feature or Mitigation Measure	Timing of Verification			Responsible Party	Completed		Comments
		Pre Const	During Const	Post Const		Initials	Date	
Aesthetics								
Mitigation Measure VIS-1	**Native Vegetation Reseeding.** After construction and prior to the start of project operation, all denuded temporary disturbance areas not supporting project structures/ facilities shall be reseeded with a native seed mix to mimic the existing visual landscape. The re-vegetation and restoration of the site shall be monitored annually for a three-year period following restoration activities that occur post-construction and post-decommissioning. Based on annual monitoring visits during the three-year periods, an annual evaluation report shall be submitted to the Calaveras County Planning Department for each of the three years. Should efforts to reach a density of at least 70% of the native background (pre-construction) vegetative cover prove in the second year to not be successful, re-evaluation of revegetation methods shall be made in consultation with the Calaveras County Planning Department and an additional year shall be added to the monitoring program to ensure coverage is achieved. The three-year monitoring program is intended to ensure the site naturally achieves native plant diversity, establishes perennials, and is consistent with conditions prior to implementation of the proposed project, where feasible.		X	X	Project Applicant			
Mitigation Measure VIS-2	**Decomissioning Plan.** At the end of the proposed project's operational life, if the Applicant decides to decommission the facility (as opposed to repowering), the Applicant shall implement the Decommissioning Plan in accordance with the ordinances, regulations, and laws in effect at the time of decommissioning. After decommissioning, the project site shall be thoroughly cleaned, all equipment and debris removed, and the project site shall be restored to pre-construction conditions, including reseeding all disturbed/ denuded areas with a native seed mix to mimic the pre-project landscape.			X	Project Applicant			
Biological Resources								
Mitigation Measure BIO-1	**California Tiger Salamander and California Red-Legged Frog Protections.** The following measures would be implemented to reduce potential direct impacts to California tiger salamanders and California red-legged frogs should they be using upland habitat at the time of ground disturbance: 1. Environmental Awareness Training. A qualified biologist shall conduct environmental awareness training for all individuals working on the project before work begins. The training shall cover the life history, habitat requirements, and conservation measures for potentially affected species. The training shall also include information on federal and state regulatory protections, restrictions, and guidelines that must be followed by crews to avoid and minimize impacts to threatened and endangered species and their habitat. Upon	X	X		Project Applicant; Qualified Biologist			

Table 1. Mitigation Monitoring and Reporting Program

Design Feature or Mitigation Measure	Design Feature or Mitigation Measure	Timing of Verification			Responsible Party	Completed		Comments
		Pre Const	During Const	Post Const		Initials	Date	
	completion of training, crews shall sign a form stating that they attended the training and understand all conservation measures. If new personnel are added to the project, the new personnel shall receive the training prior to starting work. All workers who complete the training shall be provided with a sticker to place on their helmets. 2. Speed Limits. Project-related vehicles shall observe a daytime speed limit of 15 miles per hour, except on County roads and state and federal highways. Emergency vehicles are exempt from these restrictions in emergency situations. 3. Off-Road Traffic Prohibition. Off-road traffic outside of designated project areas shall be prohibited. 4. Trash Abatement. All food-related trash items, such as wrappers, cans, bottles, and food scraps, shall be disposed of in a closed container and removed from the project site daily. 5. Spill Prevention. A Spill Prevention Control and Countermeasure Plan shall be prepared prior to project implementation. All machinery shall be properly maintained and cleaned to prevent spills and leaks. Any spills or leaks from equipment shall be reported and cleaned up in accordance with applicable local, state, and federal regulations. 6. Fire Prevention. A Fire Prevention and Suppression Plan shall be prepared prior to the start of project activities. 7. Work Window. Project work shall be performed during daylight hours, and any work in amphibian upland dispersal habitat shall occur from May 1 through October 31, if feasible. 8. California Tiger Salamander and California Red-Legged Frog Take Avoidance. Project construction shall occur during daylight hours, and work shall begin on or after May 1 and be completed by October 31 of each year, if feasible. Whether this seasonal restriction can be followed or not, within 7 days prior to clearing existing vegetation or grading, a qualified biologist shall survey for the presence of for California tiger salamanders (*Ambystoma californiense*) and California red-legged frogs (*Rana draytonii*). If any California tiger salamanders or California red-legged frogs are found, the construction shall immediately stop and the Project Applicant							

Table 1. Mitigation Monitoring and Reporting Program

Design Feature or Mitigation Measure	Design Feature or Mitigation Measure	Timing of Verification			Responsible Party	Completed		Comments
		Pre Const	During Const	Post Const		Initials	Date	
	shall, prior to commencing or continuing any further construction, consult with the U.S. Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW) regarding the potential for project activities to result in take. If an Incidental Take Permit (ITP) for the federally- and state-listed California tiger salamander is obtained from USFWS and a Consistency Determination from CDFW, the Project Applicant shall comply with any mitigation requirements included in the ITP including authorization for the qualified biologist to capture and relocate animals per a Relocation Plan, as described below. 9. Relocation Plan. If an ITP is obtained and authorizes relocation, a Relocation Plan shall be developed that outlines the specific methods for safely capturing, holding, transporting, and releasing California tiger salamanders and California red-legged frogs in coordination with CDFW and the USFWS, including equipment sterilization techniques. The Relocation Plan shall also outline a proposed location for CDFW and USFWS review and approval where relocated individuals shall be moved and a process for reducing oversaturation. Construction shall not commence or continue until after the amphibians have been removed from the site in conformance with the Relocation Plan. 10. Amphibian Exclusion Fencing. Exclusion fencing shall be installed between work areas and adjacent habitat for California red-legged frogs and California tiger salamanders. The fence shall be a minimum of 2.5 feet tall, and the bottom 6 inches shall be buried to prevent amphibians from crawling under the fence. Placement and installation of fencing around drainage work areas shall be coordinated with any sediment control fencing requirements of other resource agency permits. During work hours, a portion of the fencing around upland staging areas may be removed to facilitate project activities, but must be reinstalled and the bottom secured with sandbags or other heavy material. When fence sections are removed, the section shall be reviewed for resting or hiding species prior to removal. The exclusion fencing shall be maintained until all construction activities are completed and removed within 72 hours of the completion of work. 11. Fence Inspections. A qualified biologist shall inspect the exclusion fence for any California red-legged frogs and California tiger salamanders weekly prior to starting construction if project activities are conducted during daylight hours between May 1 and October 31. If project activities need							

Table 1. Mitigation Monitoring and Reporting Program

Design Feature or Mitigation Measure	Design Feature or Mitigation Measure	Timing of Verification			Responsible Party	Completed		Comments
		Pre Const	During Const	Post Const		Initials	Date	
	to occur at night, or between November 1 and April 31, a qualified biologist shall inspect the exclusion fence for any California red-legged frogs and California tiger salamanders daily during prior to starting construction activities for that day. If any California red-legged frogs or California tiger salamanders are found in the work area, construction shall immediately stop and shall not be continued until the amphibians have been removed from the site in conformance with the approved Relocation Plan that is authorized by the project's ITP for the species.							
Mitigation Measure BIO-2	Nesting Bird Surveys . A qualified biologist shall conduct a survey for nesting birds approximately 3 days prior to ground-disturbing or vegetation removal activities during the nesting season (February 1 through August 31). The survey shall cover the limits of suitable nesting habitat within 1/2 mile for raptors and 100 feet for other nesting birds (access permitting). If any active nests are observed during surveys, a qualified biologist shall establish a suitable avoidance buffer from the active nest and provide a report to Calaveras County outlining the number of nests and bird species present. The buffer distance, will be determined by the qualified biologist, and shall be determined based on factors such as the species of bird, topographic features, intensity and extent of the disturbance, timing relative to the nesting cycle, and anticipated ground disturbance schedule. The qualified biologist shall increase the buffer size if signs of agitation or territorial behavior occur during construction activities. Limits of construction to avoid active nests shall be established in the field with flagging, fencing, or other appropriate barriers. The buffer shall be kept in place until after the breeding nesting season or the Qualified Biologist confirms the chicks have fledged, are foraging independently, and the nests are no longer active for the season.	x	x		Project Applicant; Qualified Biologist			
Mitigation Measure BIO-3	Crotch's Bumble Bee. A pre-construction survey for Crotch's bumble bee shall be conducted by a qualified biologist with a Scientific Collecting Permit for the species within the construction footprint prior to the start of ground-disturbing construction activities occurring during the Crotch's bumble bee Colony Active Period (April March 1 - October 31). The pre-construction survey shall be conducted no more than five days prior to the start of construction. The survey shall ensure that no nests for Crotch's bumble bee are within the construction area. If Crotch's Bumble Bee nests are not detected, no further mitigation would be required. construction activities may proceed. If Crotch's Bumble Bee nests are encountered, construction shall immediately	x	x	x	Project Applicant; Qualified Biologist			

Table 1. Mitigation Monitoring and Reporting Program

Design Feature or Mitigation Measure	Design Feature or Mitigation Measure	Timing of Verification			Responsible Party	Completed		Comments
		Pre Const	During Const	Post Const		Initials	Date	
	stop and the Project Applicant shall, prior to commencing or continuing any further construction, If the nest resources cannot be avoided, as outlined in this measure, the Project Applicant shall consult with the California Department of Fish and Wildlife (CDFW) regarding the potential for project activities to result in take, and to determine necessary survey methods, and shall comply with any Incidental Take Permit issued by CDFW. Seasonal Restriction. If feasible, native or non-native flowering vegetation removal shall occur prior to bloom and before the active season for Crotch's Bumble Bee (approximately March 1 through October 31). If Project-related activities cannot be avoided during this time and vegetation needs to be removed during the bloom period for those species, Project Applicant shall remove flowering vegetation in a patched manner leaving areas of floral resources as refugia for foraging Crotch's Bumble Bee or wait until the bloom has ceased. During the bloom period and active season for Crotch's Bumble Bee, removal of non-native plants should be prioritized over native plants. The Project Applicant shall avoid conducting Project-related activities involving vegetation and ground disturbance in CBB habitat during the Queen/Gyne Flight Season, when queens emerge in the spring searching for nest sites and during the fall flight period when gynes mate and search for overwintering habitat, if feasible. These time periods shift each year due to climatic conditions (drought, temperature, and precipitation). To determine these time periods each year, the Qualified Biologist shall be onsite and conduct CBB Preconstruction Surveys. Vegetation Management. Disturbance or removal of vegetation shall be kept to the minimum necessary to complete Project-related activities. Vegetation marked for protection may only be trimmed with hand tools to the extent necessary to gain access to work sites. Project Applicant shall set mower blade heights no lower than 4 inches, unless otherwise approved by Calaveras County in coordination with CDFW. Project Applicant shall ensure that pesticide use only occurs when Crotch's Bumble Bee are dormant, as determined by the qualified biologist, or when flowers are no longer in bloom. Lighting Minimization. If feasible, Project-related activities will be restricted to daytime hours. If nighttime construction is needed within 500 feet of Crotch's Bumble Bee nesting habitat, Project Applicant will ensure that all construction-related lighting shall not have significant illumination pass beyond the immediate work area. Shielding techniques may include, but should not be limited to, the							

Table 1. Mitigation Monitoring and Reporting Program

Design Feature or Mitigation Measure	Design Feature or Mitigation Measure	Timing of Verification			Responsible Party	Completed		Comments
		Pre Const	During Const	Post Const		Initials	Date	
	use of fence slats, netting, mesh, or tarps; and all construction lighting used shall be yellow or orange lighting. Rodenticides and Pesticides. Project Applicant shall prohibit use of rodenticides or other poisons used to control burrowing animals in the Project Area during the life of the Project or within mitigation lands. Project Applicant shall prohibit management of ground squirrel populations or any rodents by any means, including, but not limited to, rodenticide, gas, or live-trapping within the Project Area for the duration of Project-related activities. Project Applicant may only use pesticides registered with the California Department of Pesticide Regulation (CDPR). Any dyes included in the pesticides must be EPA-registered dyes approved for use in California. All pesticides shall be applied in accordance with labeled instructions and regulations set by CDPR. Labeled instructions for the pesticide(s) used shall be made available to CDFW upon request. No pesticides shall be applied when wind speeds exceed 5 miles per hour. If Crotch's bumble bee nests are not detected, no further mitigation would be required. The mere presence of foraging Crotch's bumble bees would not require implementation of additional minimization measures because they can forage up to 10 kilometers from their nests. If nest resources occupied by Crotch's bumble bees are detected within the construction area, no construction activities shall occur within 50 feet of the nest unless the qualified biologist determines it is inactive or the timing is outside the Colony Active Period . The nest resources shall be avoided for the duration of the Crotch's bumble bee Colony Active Period). Outside of the Colony Active Period, live individuals are not expected to be present within the nest because the daughter queens (gynes) usually leave by August 31, and all other individuals (original queen, workers, males) die. The gyne is highly mobile and can independently disperse to outside of the construction footprint to surrounding open space areas that support suitable hibernacula resources. If nest resources cannot be avoided, mitigation for impacts to Crotch's bumble bee occupied habitat shall be fulfilled through compensatory mitigation at a minimum 1:1 habitat replacement of equal or better functions and values to those impacted by the project, or as otherwise determined through the Incidental Take Permit process. Mitigation shall be accomplished either through off-site conservation or through a CDFW-approved mitigation bank. If mitigation is not purchased through a mitigation bank and lands are conserved separately, a cost estimate shall be prepared to estimate the initial start-up costs and ongoing annual costs of management activities for management of the conservation easement area(s) in perpetuity. The funding source shall be in the form of an endowment to help the qualified natural lands							

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	management entity that is ultimately selected to hold the conservation easement(s). The endowment amount shall be established following the completion of a project-specific Property Analysis Record to calculate the costs of in-perpetuity land management. The Property Analysis Record shall take into account all management activities to fulfill the requirements of the conservation easement(s).							
Mitigation Measure BIO-4	Wetlands and Waters Mitigation. If impacts will occur to jurisdictional waters as a result of project construction, including work associated with the culvert replacement on the intermittent stream, the Project Applicant shall create, restore, and/or preserve jurisdictional waters in accordance with the requirements of the Clean Water Act, applicable Waste Discharge Requirements (WDRs), and California Fish and Game Code Section 1602. The Project Applicant shall obtain authorizations under Sections 404 and 401 of the Clean Water Act and a Lake or Streambed Alteration Agreement under Fish and Game Code Section 1602, if required. Mitigation acreage requirements shall be determined in consultation with the U.S. Army Corps of Engineers, the Regional Water Quality Control Board and the California Department of Fish and Wildlife. Compensatory mitigation for permanent impacts to wetlands shall be in-kind, as negotiated through the permit application process for a U.S. Army Corps of Engineers Section 404 permit, Regional Water Quality Control Board Section 401 Water Quality Certification or WDR, and/or a Lake and Streambed Alteration Agreement from the California Department of Fish and Wildlife. All required determinations and permits shall be completed prior to the start of any ground disturbing activities that could impact jurisdictional waters.	x	x	x	Project Applicant			
Mitigation Measure BIO-5	Avian Power Line Interaction Standards. The Project shall be designed to meet or exceed the recommended Avian Power Line Interaction Committee standards for aboveground transmission lines to reduce the likelihood of collision and/or electrocution from power lines.	x	x		Project Applicant			
Cultural Resources								
Mitigation Measure CUL-1	Unanticipated Archaeological Resources Discovery Plan. In the event that cultural resources (sites, features, or artifacts) are exposed during work activities for the proposed project, all ground-disturbing work occurring within 100 feet of the find shall immediately stop until a qualified specialist meeting the Secretary of the Interior's Professional Qualification Standards can evaluate the significance of the find and determine whether additional study is warranted. Work on other portions of the project site outside of the buffered area may continue during this assessment period. Prehistoric archaeological deposits may be indicated by the presence of discolored or dark soil, fire-affected material, concentrations of fragmented or whole shell, burned or complete bone, nonlocal lithic materials, or characteristics observed to be atypical of the surrounding area. Common prehistoric artifacts may include modified or battered lithic materials; lithic or bone tools	x	x		Project Applicant; Qualified Archaeologist			

Table 1. Mitigation Monitoring and Reporting Program

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	that appeared to have been used for chopping, drilling, or grinding; projectile points; fired clay ceramics or nonfunctional items; and other items. Historic-age deposits are often indicated by the presence of glass bottles and shards; ceramic material; building or domestic refuse; ferrous metal; or old features, such as concrete foundations, privies, or mining features. Depending on the significance of the find under the California Environmental Quality Act (CEQA) (14 CCR 15064.5[f]; PRC Section 21082), the archaeologist may simply record the find and allow work to continue. If historical discovery proves significant under CEQA, additional work, such as preparation of an archaeological treatment plan, testing, or data recovery, may be warranted. If significant precontact/prehistoric cultural resources, as defined by CEQA (as amended, 2015), are discovered and avoidance cannot be ensured, the archaeologist shall develop a monitoring and treatment plan, which may include data recovery, curation, or other appropriate measures. The County of Calaveras shall consult with appropriate Native American representatives in determining appropriate treatment for unearthed cultural resources if the resources are prehistoric or Native American in nature. The archaeologist shall monitor the remainder of project activities and implement the plan accordingly.							
Mitigation Measure CUL-2	**Unanticipated Human Remains Discovery Plan.** In accordance with California Health and Safety Code Section 7050.5, if human remains are found, the County of Calaveras (County) coroner shall be immediately notified of the discovery. No further excavation or disturbance of the project site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the County coroner has made a determination, within 2 working days of notification of the discovery, with regard to if the remains are potentially human. If the County coroner determines that the remains are, or are believed to be, Native American, he or she shall notify the Native American Heritage Commission in Sacramento within 24 hours. In accordance with California Public Resources Code Section 5097.98, the Native American Heritage Commission must immediately notify those persons it believes to be the most likely descendant from the deceased Native American. Upon completing their inspection, the most likely descendant may make recommendations. The designated Native American representative would then determine, in consultation with the property owner, the disposition of the human remains and/or related burial goods.		x		Project Applicant			
Geology and Soils								
Mitigation Measure GEO-1	**Paleontological Resources Mitigation and Monitoring Plan.** Prior to commencement of any grading activity on site, the project applicant shall retain a qualified paleontologist per the Society of Vertebrate Paleontology's (SVP) 2010 guidelines to prepare a Paleontological	x	x		Project Applicant ; Qualified Paleontologist			

Table 1. Mitigation Monitoring and Reporting Program

Design Feature or Mitigation Measure	Design Feature or Mitigation Measure	Timing of Verification			Responsible Party	Completed		Comments
		Pre Const	During Const	Post Const		Initials	Date	
	Resources Impact Mitigation Program (PRIMP) for the project. The PRIMP shall be consistent with the SVP (2010) guidelines and outline requirements for pre-construction meeting attendance and worker environmental awareness training. It shall also outline where paleontological monitoring is required within the project site based on construction plans and/or geotechnical reports, and provide procedures for adequate paleontological monitoring and discoveries treatment, including paleontological methods (including sediment sampling for microinvertebrate and microvertebrate fossils), reporting, and collections management. The PRIMP shall also include a statement that any fossil lab or curation costs (if necessary due to fossil recovery) are the responsibility of the Project Applicant. In addition, a qualified paleontological monitor shall be on site during initial rough grading and other significant ground-disturbing activities (including augering) in areas underlain by the Mehrten Formation. No paleontological monitoring is necessary during ground disturbance within artificial fill, if determined to be present. In the event that paleontological resources (e.g., fossils) are unearthed during grading, the paleontological monitor shall temporarily halt and/or divert grading activity to allow recovery of paleontological resources. The area of discovery shall be roped off with a 50-foot-radius buffer. Once documentation and collection of the find is completed, the monitor would allow grading to re-commence in the area of the find.							
Mitigation Measure GEO-2	**Worker Paleontological Resources Awareness Training Program.** Prior to the commencement of ground-disturbing activities and for the duration of construction activities, a Worker Paleontological Awareness Training Program shall be provided to all construction personnel prior to their commencing work at the project site. The training shall be prepared and conducted by a qualified paleontologist. The training may be in the form of a video. The training may be discontinued when ground disturbance is completed or suspended, but must resume when ground-disturbing activities resume. A sticker shall be placed on hard hats indicating that the worker has completed the environmental/cultural training. Construction personnel shall not be permitted to operate ground-disturbing or earth-moving equipment within the construction area unless they have attended the training and are wearing hard hats with the required sticker. A copy of the training transcript and/or training video, as well as a list of the names of all personnel who attended the training and copies of the signed acknowledgement forms, shall be submitted to the County of Calaveras. The purpose of the Paleontological Awareness Training Program shall be to inform and train construction personnel of the types of paleontological resources that may be encountered during construction, and to bring awareness to personnel of actions to be taken in the event of a paleontological resources discovery. This may	x	x		Project Applicant; Qualified Paleontologist			

Table 1. Mitigation Monitoring and Reporting Program

Design Feature or Mitigation Measure	Design Feature or Mitigation Measure	Timing of Verification			Responsible Party	Completed		Comments
		Pre Const	During Const	Post Const		Initials	Date	
	include a discussion of applicable paleontological resources statutes, regulations, and related enforcement provisions; samples or visuals of fossils that might be found on the project site; implementation of the Paleontological Resources Mitigation and Monitoring Plan; and procedures to be followed in the event of an inadvertent discovery.							
Hazards and Hazardous Materials								
Mitigation Measure HAZ-1	**Hazardous Materials Business Plan.** During the life of the project, including decommissioning, the project operator shall prepare and maintain a Hazardous Materials Business Plan, as applicable, pursuant to Article 1 and Article 2 of California Health and Safety Code 6.95, by submitting all the required information to the California Environmental Reporting System at http://cers.calepa.ca.gov/ for review and acceptance by the Certified Unified Program Agency. The Hazardous Materials Business Plan shall include the following elements: 1. A delineation of hazardous material and hazardous waste storage areas. 2. A description of proper handling, storage, transport, and disposal techniques, including which routes will be used to transport hazardous materials. 3. A description of methods to be used to avoid spills and minimize impacts in the event of a spill. 4. A description of procedures for handling and disposing of unanticipated hazardous materials encountered during construction. 5. Public and agency notification procedures for spills and other emergencies, including fires.	x	x	x	Project Operator			
Mitigation Measure HAZ-2	**Fire Safety Plan.** Prior to the issuance of grading or building permits the project applicant/operator shall develop and implement a fire safety plan for use during construction, operation and decommissioning. The project proponent/operator shall submit the plan, along with maps of the project site and access roads, to the San Andreas Fire District for review and approval. A copy of the approved Fire Safety Plan shall be submitted to the Calaveras County Planning Department. The Fire Safety Plan shall contain notification procedures and emergency fire precautions and be prepared in accordance with existing regulations including California Fire Code Chapters 33 and 45, the current requirements for an Emergency Response and Evacuation Plan (ERAP) under Public Utilities Code (PUC) § 761.3, and current NFPA 855 standards. In meeting the current requirements for an ERAP under PUC § 761.3, the Fire Safety Plan shall incorporate the	x			Project Applicant/Operator			

Table 1. Mitigation Monitoring and Reporting Program

Design Feature or Mitigation Measure	Design Feature or Mitigation Measure	Timing of Verification			Responsible Party	Completed		Comments
		Pre Const	During Const	Post Const		Initials	Date	
	otherwise optional § 761.3(g)(3) elements. The Fire Safety Plan shall also address the potential need to evacuate Toyon Middle School due to hazardous emissions released during a fire.							
Transportation								
Mitigation Measure TRA-1	**Construction Traffic Control Plan**. A Traffic Control Plan shall be implemented during construction in accordance with the California Manual on Uniform Traffic Control Device to minimize temporary construction-related traffic impacts. The Traffic Control Plan shall be coordinated with the County of Calaveras (County). Any necessary encroachment and trip permits for any specialized haul trucks shall be obtained prior to commencing work. Potential components of the Traffic Control Plan may include the following: • Restricting truck travel to County-designated truck routes where feasible • Providing signage to meet County requirements for driver awareness of project construction traffic • Limiting time for heavy truck deliveries • Using flaggers and applicable traffic control signs at key locations • Providing alternate pedestrian and bicycle access, if necessary • Informing emergency service providers of the construction traffic schedule • Providing an information packet for affected neighborhoods to bring awareness to project activities and measures to minimize impacts		x		Project Applicant; Construction Contractor			
Wildfire								
Mitigation Measure WF-1	**Pre-Construction Requirements**. Prior to the commencement of construction activities, the Project Applicant shall prepare a final Fire Protection Plan and Fire Safety Plan that require the training of construction personnel and provide details related to fire-suppression procedures and equipment to be used on site during construction and operation. The Fire Protection Plan and Fire Safety Plan shall be consistent with the requirements in California Building Code Chapter 33 and California Fire Code (CFC) Chapter 33; shall be subject to review and approval of the San Andreas Fire Protection District (SAFPD); and shall include, at minimum, the following: • A fuel management zone complying with the SAFPD and California Department of Forestry and Fire Protection (CAL	x			Project Applicant			

Table 1. Mitigation Monitoring and Reporting Program

Design Feature or Mitigation Measure	Design Feature or Mitigation Measure	Timing of Verification			Responsible Party	Completed		Comments
		Pre Const	During Const	Post Const		Initials	Date	
	FIRE) shall be installed prior to allowing any combustible material to arrive on the site, and the zone shall be maintained for the duration of the proposed project. • All construction site activities shall maintain compliance with the CFC. • The proposed project shall provide and maintain fire department access roadways in accordance with the CFC and the Fire Safe Regulations. • The address numbers of the property or project location shall be plainly visible and legible from the street or road fronting the property at the fire apparatus access point or as otherwise approved by the SAFPD. • All internal combustion engines, both stationary and mobile, shall be equipped with spark arresters. Spark arresters shall be in good working order. • Light trucks and cars with factory-installed (type) mufflers shall be used only on roads where the roadway is cleared of vegetation. These vehicle types shall maintain their factory-installed (type) muffler in good condition. • Fire rules shall be posted on the project bulletin board at the contractor's field office and areas visible to employees. • Equipment parking areas and small stationary engine sites shall be cleared of all extraneous flammable materials. • Personnel shall be trained in the practices of the Fire Safety Plan relevant to their duties. Construction and maintenance personnel shall be trained and equipped to extinguish small fires to prevent them from growing into more serious threats. • A cache of shovels, Mcleods, and Pulaskis shall be available at staging sites. The amount of equipment shall be determined by consultation between the Site Safety Director (SSD) and the SAFPD. Additionally, on-site pickup trucks shall be equipped with first aid kits, fire extinguishers, and shovels. Contractor vehicles shall be required to include the same basic equipment. • Equipment parking areas and small stationary engine sites shall be cleared of all extraneous flammable materials and provided with a gravel surface. • A fire watch (i.e., person responsible for monitoring for ignitions) shall be provided during hot work and shall continue							

Table 1. Mitigation Monitoring and Reporting Program

Design Feature or Mitigation Measure	Design Feature or Mitigation Measure	Timing of Verification			Responsible Party	Completed		Comments
		Pre Const	During Const	Post Const		Initials	Date	
	for not less than 30 minutes following completion of hot work activities. • Smoking will not be permitted on the site. • Each project construction site, if construction occurs simultaneously at various locations on the site, shall be equipped with fire extinguishers and firefighting equipment sufficient to extinguish small fires. • The on-site contractor or project staff shall coordinate with the SAFPD to create a training component for emergency first responders to prepare for specialized emergency incidents that may occur at the project site. • All on-site employees shall participate in fire prevention and response training exercises with the SAFPD. • The proposed project shall implement ongoing fire patrols during the fire season as defined by local and state agencies. The SSD shall be assigned as fire patrol to monitor work activities when an activity risk exists for fire compliance. The SSD shall verify that proper tools and equipment are on site, assess any fire agency work restrictions, and serve as a lookout for fire starts, including staying behind (e.g., a fire watch) to make certain no residual fire exists. Fire watch may be performed by any site personnel. An SSD shall perform routine patrols of the project site during the fire season and be equipped with a portable fire extinguisher and communications equipment. The project staff shall notify the SAFPD of the name and contact information of the current SSD in the event of any change. • Fires ignited on site shall be immediately reported to the SAFPD via calling 9-1-1 for Emergency Dispatch. • The engineering, procurement, and construction contracts for the proposed project shall clearly state the fire safety requirements that are the responsibility of any person who enters the site, as described in the Fire Safety Plan.							
Mitigation Measure WF-2	**Vegetation Management.** Annual grasslands within the project site shall be maintained to a height of 4 inches or less. Maintenance shall begin as soon as the grasslands have fully cured and continue until the end of the fire season or the grasslands have undergone green-up. Vegetation management will not be required while vegetation on the property is green because annual grasslands cannot sustain wildfire when the grass is green, and the vegetation would rapidly grow back, requiring frequent treatment. Vegetation management shall be	x	x	x	Project Owner / Operator			

Table 1. Mitigation Monitoring and Reporting Program

Design Feature or Mitigation Measure	Design Feature or Mitigation Measure	Timing of Verification			Responsible Party	Completed		Comments
		Pre Const	During Const	Post Const		Initials	Date	
	performed within 100 feet of the project facilities (or the nearest property line, if less than 100 feet), including any battery energy storage system modules, power conversion system, and substation equipment, where feasible. This 100-foot area shall include the equipment pad, the crushed stone fire mitigation buffer, and the access road around the facility.							

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Exhibit C
Section 2 – Project Description of ISMND

See next page.

2 Project Description

2.1 Project Location

The proposed project would be located on three parcels with Property Identification Numbers 040-002-017, 040-002-018, and 040-002-019, comprising approximately 15.17 acres of undeveloped land in unincorporated Calaveras County, California (see Figure 1, Project Vicinity). The project site is adjacent to various industrial and commercial properties. The PG&E Valley Springs Substation is to the east; open space is to the north and west; and Double Springs Road, vacant land, and a Cal-Waste Recovery Station are to the south. The proposed project would be accessed from Double Springs Road.

2.2 Environmental Setting

The project site consists of three separate parcels comprising approximately 15.17 acres of undeveloped and partially vegetated land in unincorporated Calaveras County (see Figure 1). The project site is on the north side of Double Springs Road, approximately 0.20 miles west of Highway 26 as measured from the nearest project site boundary (see Figure 2A, Project Site, and Figure 2B, PG&E Interconnection Infrastructure Improvements). As part of the proposed project entitlement, the Applicant proposes a parcel map to merge the three parcels to create a single, cohesive development area, as reflected in Figure 3, Project Site Plan.

The project site is bordered by various industrial and commercial properties. The PG&E Valley Springs Substation is to the east; open grazing and grasslands are to the north and west; and Double Springs Road, vacant land, and a Cal-Waste Recovery Station are to the south. The County is the lead agency for compliance with CEQA. The proposed project would adhere to all applicable County laws and regulations. The proposed project's adjacency to the PG&E Valley Springs Substation would minimize the length of required transmission lines, reducing land disturbance and potential environmental impacts and ensuring efficient energy delivery. The following zoning and land use categories are applicable to the project site (see Figure 4, General Plan Land Use, and Figure 5, Zoning).

Site Zoning

The project site is zoned as M4 Business Park, a designation that supports industrial and infrastructure-focused developments in accordance with Calaveras County Zoning Code Chapter 17.31. This zoning allows for "Public Works and Utilities" and other similar uses as conditionally permitted under Table 17.07.020 – Land Use Regulations – Industrial Zones. Pursuant to Zoning Code Section 17.42.050, "Public Works and Utilities" include generating plants; commercial energy facilities, including wind arrays and solar farms; solid waste collection, including transfer stations and materials recovery facilities; landfills; commercial composting and waste reduction facilities; solid waste treatment and disposal; wastewater treatment plants; potable water facilities occupying more than 1 acre of land and/or with treatment facilities; elevated water storage tanks; and similar facilities of public agencies or public/private utilities. This classification also includes private corporation yards, equipment service centers, and similar facilities that primarily provide maintenance and repair services and storage facilities for vehicles and equipment.

The project site is bordered by M4-zoned land to the south and east, and Agriculture Preserve (AP)-zoned land to the north and west (see Figure 5, Zoning). The location is particularly suitable for this development due to its proximity to the PG&E Valley Springs Substation, minimizing land use conflicts and supporting grid infrastructure needs.

Applicable General Plan Use Designation

The proposed project parcels are designated under the Industrial land use category in the Calaveras County General Plan (Figure 4), which supports infrastructure-intensive and energy-related developments that are essential for regional economic and environmental objectives (County of Calaveras 2019a). This designation aligns with the proposed project's purpose as a utility-scale BESS that enhances energy reliability and integrates renewable energy resources into the grid.

Allowed Uses

Per Calaveras County Municipal Code Table 17.07.020 – Land Use Regulations–Industrial Zones, the M4 Business Park zone allows for various public and utility uses and other similar uses, including "Public Works and Utilities," subject to approval of a Conditional Use Permit.

2.3 Project Characteristics

The proposed project would involve development of energy storage facilities and associated infrastructure. The batteries would be housed within modular outdoor BESS enclosures. Power stored or discharged by the proposed project would be transferred to and from the PG&E Valley Springs Substation via an approximately 0.20-mile 60-kilovolt (kV) generation transmission (gen-tie) line.

The proposed project would consist of lithium-ion battery modules (i.e., a series of battery cells) that would be installed in racks located in prefabricated outdoor BESS enclosures, inverters, medium-voltage transformers and a main power transformer, switchgear, a collector substation, and other associated equipment. The proposed project would include the following components, which are described in more detail following the bulleted list:

- **Battery Energy Storage Facility:** An energy storage facility and appurtenances would be constructed that would provide dedicated energy storage capacity and dispatch to the electric grid.
- **Power Inverters and Transformers:** Power inverters to convert between alternating current (AC) and direct current (DC) would be included, along with transformers that would step the voltage up and down.
- **Telecommunication Facilities:** Telecommunication equipment would include underground and overhead fiber optics and a supervisory control and data acquisition (SCADA) system, which would facilitate real-time monitoring and remote management.
- **Site Access and Security:** An on-site access driveway, perimeter security fencing, and motion-activated lighting for safety and security would be provided for the proposed project, which would meet all applicable code requirements.
- **Gen-Tie Line:** A 60 kV gen-tie line, approximately 0.10 miles in length, would be constructed to transfer power between the PG&E Valley Springs Substation and the proposed project. The gen-tie will run to a wood or steel POCO (point of common ownership) pole on the east side boundary of the project site, from where PG&E will connect the gen-tie to an available circuit bay inside the substation. Two underground fiber-optic communication lines, separated by 10 feet, would be installed within the project site, which would terminate at two vaults at the project's eastern boundary. Interconnection to the PG&E Valley Springs Substation is described below under PG&E Facility Upgrades. The proposed gen-tie line route within the project site footprint is subject to minor changes during PG&E's final interconnection engineering.

The facilities would be designed and intended to operate year-round and would be available to receive or deliver energy 24 hours a day, 365 days a year, with the exception of scheduled maintenance outages.

PG&E Facility Upgrades and Interconnection Reliability Network Upgrades

Specific transmission network upgrades were determined via the California Independent System Operator's (CAISO) Large Generator Interconnection Study Process. The following improvements to existing PG&E facilities would facilitate project interconnection to the PG&E Valley Springs Substation. These improvements would be constructed by PG&E and would occur within the existing footprint of the Valley Springs Substation, Tiger Creek Powerhouse, Electra Powerhouse, and Bellotta Substation, or on existing transmission infrastructure (see Figure 2B, PG&E Interconnection Infrastructure Improvements).

Valley Springs Substation

- Install 60 kV circuit breaker and associated equipment to complete existing circuit bay within the Valley Springs Substation footprint. This improvement would require ground disturbance within the Valley Springs Substation existing circuit bay.
- Install a Direct Transfer Trip (DTT) scheme (communications relays) between the Valley Springs Substation and Double Springs Energy Storage on-site collector substation using existing infrastructure for communication circuits. No ground-disturbing activities would be required for installation of the DTT scheme.
  - One transmitter and cutout switch in the new DTT panel in the existing control building should be installed.
  - An auxiliary tripping relay would be included to interface the resistive fault locate with the line relays.
  - New status and alarm points wired to the SCADA and/or the station annunciator are included in the installation. These points may include PG&E communication infrastructure to route the DTT from Valley Springs Substation to the on-site collector substation.
- Install the following related to the new gen-tie line:
  - Three single-phase line potential transformers for the new gen-tie line protection.
  - One-line dead-end structure. Installation of the dead-end structure would require ground-disturbing activities.
  - One set of 60 kV disconnect switches, manually operated, for line disconnect mounted on dead-end structures. The disconnect switches would be installed on the dead-end structure.
- Connect to civil foundations and ground connections:
  - Install line current differential relay scheme on the Valley Springs Substation – Double Energy Springs Storage 60 kV line in new panel within the existing control building. The scheme would include relays compliant with PG&E specifications and requirements at the time of installation.
  - Install generation breakers into the existing bus differential scheme at the Valley Springs Substation. This activity may require ground-disturbing activity.
- Install fiber termination at the Valley Springs Substation:
  - Each line current differential scheme would include redundant fiber circuits with no common point of failure. These relays would be installed within the existing control building.
  - New fiber cable from the station property line to control building should be installed, terminated, and tested.

Tiger Creek Powerhouse

- Install a DTT scheme between the Valley Springs Substation and Tiger Creek Powerhouse within the Tiger Creek Powerhouse footprint using existing T-line infrastructure for communication circuits. Installation of the DTT scheme would not require ground-disturbing activities.

Electra Powerhouse

- Install a DTT scheme between the Valley Springs Substation and Electra Powerhouse within the Electra Powerhouse footprint using existing T-line infrastructure for communication circuits. Installation of the DTT scheme would not require ground-disturbing activities.

Bellotta Substation

- Install a DTT scheme between the Valley Springs Substation and Bellotta Substation within the Bellotta Substation footprint using existing T-line infrastructure for communication circuits. Installation of the DTT scheme would not require ground-disturbing activities.

Although PG&E's facilities are analyzed in this CEQA document as part of the whole of the proposed project, PG&E's interconnection facilities are not being approved by the County's decision. Approval of the PG&E improvements would fall under the permitting jurisdiction of the California Public Utilities Commission. Because CEQA requires analysis of the environmental impacts of the whole of the action, the project description includes the interconnection upgrades, which are considered in the scope of this document and the proposed project. PG&E implements standard measures and best management practices (BMPs) (Appendix A) during construction and operation of projects in its service territory. Mitigation measures adopted for the proposed project would not be applicable to the PG&E facility upgrades and interconnection facility improvements; rather, PG&E would implement standard and applicable measures during construction and operation of the PG&E improvements, consistent with PG&E's construction activities throughout its service area. These measures would likely include environmental awareness trainings and pre-activity surveys to determine presence of biological species and archaeological and cultural resources. PG&E would also outline the procedures to take should unanticipated cultural resources or human remains be encountered during project activities. Construction management measures related to vehicle idling, fugitive dust, hazardous waste management, and noise management would also be implemented by PG&E (Appendix A).

Battery Energy Storage System Facility

The proposed project would consist of the installation and operation of a utility-scale BESS facility consisting of approximately 240 prefabricated BESS enclosures (see Figure 6, Energy Storage Equipment Photos), along with approximately 60 power conversion system (PCS) skids. The BESS facility would consist of individual lithium-ion battery cells assembled in sealed battery modules. These battery modules would be installed in self-supporting racks and electrically would be connected either in series or parallel configurations and housed within the BESS enclosures. The BESS enclosures would be approximately 20 feet × 8 feet × 10 feet (L×W×H). Each BESS enclosure would typically contain the following:

- Internal racks and system control modules
- Fire suppression systems
- Thermal management/heating, ventilation, and air conditioning systems

- Communication systems
- Medium-voltage transformers
- Inverters

The battery modules would be delivered from the manufacturer preassembled and moved into place by forklifts or cranes. These modules would be connected in parallel to aggregate the required energy capacity.

The BESS facility would store and release energy based on market and utility demands. In general, the system would be operated to place energy onto the grid (discharge) during times of high load (demand) and to take energy off of the grid (charge) in times of low load (demand) relative to generation. PG&E, or other contracted off-takers, would have sole authority to determine when to dispatch the system as dictated by the needs of their transmission system.

The proposed project would be remotely monitored on a continuous basis. Remote access to battery status, meters, schedules, and other telemetry data would be available to off-site personnel. In the event that an operational anomaly should occur (e.g., unexpected temperature variation), the monitoring system would immediately alert local contracted operations and maintenance personnel. In addition, multiple fail-safes are embedded in the facility's hardware and software to, if necessary, automatically trigger a temporary shutdown of the facility until the issue is diagnosed and resolved.

Fire Protection System

The Applicant would install battery energy storage systems compliant with National Fire Protection Association (NFPA) 855 standards, Underwriters Laboratories (UL) 9540 and UL9540A certification. Each system includes failsafe features, cooling systems, deflagration mitigation, and thermal runaway prevention mechanisms designed to prevent and control potential fire incidents. The San Andreas Fire Protection District (SAFPD) Fire Chief would have review and approval rights for facility fire access, protection, and suppression requirements. Review/approval by SAFPD would cover all applicable design, construction, and testing requirements of NFPA 855.

Generation Transmission (Gen-Tie) Line

A 60 kV gen-tie line would be constructed that would transfer power to and from the proposed project and the PG&E Valley Springs Substation. The overhead or underground gen-tie line would extend approximately 0.10 miles to a wood or steel POCO (point of common ownership) pole on the eastern boundary of the project site, from where it would interconnect to the PG&E Valley Springs Substation in accordance with the large generator interconnection agreement between the project Applicant and PG&E. The gen-tie line would be located exclusively on the project site and the PG&E Valley Springs Substation property and would require approximately three poles, each up to approximately 57 feet in height.

Outdoor Electrical Equipment

Medium-voltage transformers, inverters, switchgear, electronic switchboards, and additional electrical equipment would be installed outside the BESS enclosures. Underground wires and cabling would run from the BESS enclosures to housings for the inverters and medium-voltage transformers on concrete pads. All electrical equipment would be housed in the appropriate National Electrical Manufacturers Association rated enclosures and screened from view to the extent practical. Underground wires and cabling would run from the medium-voltage

transformers to the on-site collector substation. The on-site collector substation would consist of a main power transformer, control house, and switchgear.

Inverters

The inverters would be unattended, stand-alone units that operate in all weather conditions. They would operate in both a charge mode and a discharge mode. They would be UL listed for bi-directional use and would be monitored and controlled remotely via the SCADA system. There would be on-site disconnects in case of an emergency or unscheduled maintenance, which would be designed to last for the life of the proposed project with proper preventive maintenance, scheduled maintenance, and occasional major overhauls and/or replacements.

Telecommunication Facilities

The proposed project would require telecommunication facilities to meet the communication requirements for interconnecting and communicating with the PG&E facilities and to support remote project operations monitoring. To provide communication with PG&E facilities, fiber-optic cables would be used to connect the project site with the PG&E point of interconnection. Two underground fiber-optic communication lines, separated by 10 feet, would be installed within the project site, which would terminate at two vaults at the project's eastern boundary, from where PG&E would connect to their control house on the substation property.

The proposed project would use local exchange carrier services for telecommunication to support remote monitoring requirements. The proposed project would connect to telecommunication fiber-optic lines owned and managed by local telecommunication providers.

The SCADA system is critical to the PG&E utility interconnection and for the proper operation and maintenance of the proposed project. The SCADA system would use proprietary software; a fiber-optic transmission system; a telephone, radio, and/or microwave communication network; and other means of communication, such as radio links and phase loop communication systems. The SCADA system would function as a remote start, stop, reset, and tag out for the facility, thus minimizing labor and site diagnostic information. The SCADA system would also control the on-site collector substation, allowing for fully centralized operation of the proposed project to meet all utility interconnection requirements.

Site Access and Security

The project site would be accessed via a dedicated driveway off Double Springs Road, with access constructed to meet County standards, including fire safety requirements as outlined in Title 15 of the County Code. A fence would be installed around the perimeter of the project site for safety and security purposes and would remain for the life of the proposed project. A 10-foot-tall chain-link fence with 1 foot of razor wire would enclose the project site, and a 7-foot-tall block wall with razor wire would provide fire protection around the BESS area of the project site. An access gate for operations and maintenance staff and emergency access would be located at the proposed project access driveway. A Knox-style box would be provided for emergency personnel to access the project site.

In accordance with County Zoning Code Section 17.16.100, Lighting and Illumination, permanent security lighting would be installed to illuminate key areas, such as the on-site collector substation and ingress/egress points. The lighting would be motion-activated and designed to minimize off-site glare using fully shielded fixtures directed downward to prevent light spillover onto adjacent properties. Security lighting would not exceed a maximum color temperature of 5,000 Kelvin to maintain visual comfort and safety standards. These measures align with the

County's objectives to minimize light pollution, reduce unnecessary light intensity, and protect nighttime views of the sky. The project site would be monitored continuously via security cameras, with footage accessible 24/7 to off-site security personnel. Any unusual activity would trigger an immediate alert to on-call security or maintenance personnel to ensure a prompt response.

Stormwater Collection and Treatment

The proposed project would implement a comprehensive stormwater management plan designed in accordance with Calaveras County Code Chapter 13.01 – Stormwater Quality and other applicable County and state regulations. This plan would control stormwater runoff to minimize impacts to adjacent properties and natural waterways while ensuring compliance with County drainage standards. A stormwater detention basin would be constructed on the project site to collect and temporarily hold stormwater generated on site. This basin would be engineered to detain stormwater, allowing sediment and potential pollutants to settle out before the water is gradually discharged, ensuring compliance with County drainage standards.

Additionally, the stormwater system would include measures to control the rate and volume of discharge to minimize any impact on downstream properties and natural water bodies, as required by the County Code. Drainage facilities would be designed to prevent an increase in stormwater discharge rates, aligning with best practices in stormwater control.

2.3.1 Construction

Construction and site development activities for the proposed project would last approximately 12 months. Construction activities for the proposed project generally fall into the following main categories: (1) site preparation; (2) system installation; and (3) testing, commissioning, and cleanup.

The on-site construction workforce is expected to peak at approximately 80 individuals; however, the average daily workforce on site during construction is expected to be 5 to 10 individuals, comprising construction, supervisory, support, and construction management personnel. It is anticipated that the construction workforce would commute to the project site each day from local communities and report to the designated construction staging yard within the project site prior to the beginning of each workday. Project construction is expected to temporarily generate 242 average daily worker trips, 20 average daily vendor truck trips, and 34 average daily haul truck trips. Converted to a passenger-car-equivalent number, the total average daily construction trips would equate to approximately 700 trips.

The proposed project would be constructed by specialized construction contractors. Construction would primarily occur during daylight hours, Monday through Saturday between 7:00 a.m. and 7:00 p.m., as required to meet the construction schedule. Any construction work performed outside the normal work schedule would be coordinated with the appropriate agencies and would conform to County regulations. PG&E would also implement standard measures and BMPs (Appendix A) during construction and operation of projects in its service territory.

A temporary trailer would be placed on the project site during the construction period. Portable restrooms would be provided for construction personnel and serviced by a licensed provider, and bottled water would be provided for drinking. Minimal water demand during construction (5 to 10 acre-feet) would be used primarily for dust suppression and soil compaction, as necessary, and would be trucked in by a licensed water purveyor.

2.3.2 Operations and Maintenance Activities

Typical operations and maintenance activities that would occur on the project site during operation include liaison and remote monitoring administration and reporting; semi-annual and annual services; remote operations of batteries, inverters, substation, and site security and management; additional communication protocols; and repair and maintenance of the BESS, electrical transmission lines, and other proposed project facilities. The electrical equipment and security would be automated and monitored remotely.

The project site would be unoccupied but would be monitored 24 hours a day, 7 days a week through a combination of SCADA, an energy management system, and a remote operations center, allowing for real-time oversight, diagnostics, and response capabilities to ensure safe and reliable operations at all times. The project site would be visited periodically by maintenance workers for equipment inspections, monitoring and testing, and maintenance, as needed. Periodically and as needed, batteries (either modules or enclosures) and various system components would be replaced, augmented, or serviced to ensure optimal performance and maintenance of capacity. Although the frequency of site visits may vary depending on operational needs, it is anticipated that routine operations would require one or two workers to visit the facility on a monthly basis. These visits, combined with the proposed project's remote monitoring capabilities, would ensure that the facility is actively managed and that the site has regular operational supervision.

Landscaping

The proposed project would require removal of all existing vegetation within the limits of disturbance, as shown in Figure 3, Project Site Plan. The proposed project would require revegetation of slopes, swales, and the stormwater detention basin using a native seed mix for stabilization (see Figure 7, Landscape Plan). Irrigation is not expected to be required for establishing the native seed mix. A crushed-stone fire break would be installed along the majority of the perimeter of the project site. Stone would be used for slope revetement. A gravel base would be used to provide dust suppression and stabilization at the BESS and on-site collector substation areas, as well as for the access road.

Solid and Nonhazardous Waste

The proposed project would produce a small amount of waste associated with maintenance activities, which could include broken and/or rusted metal, defective or malfunctioning electrical materials, empty containers, and other miscellaneous solid waste, including typical refuse generated by workers. Most of these materials would be collected and delivered back to the manufacturer or to recyclers. Non-recyclable waste would be placed in covered dumpsters and removed on a regular basis by a certified waste-handling contractor for disposal at a Class III landfill.

Hazardous Materials

Limited amounts of hazardous materials may be stored or used on site during operations, including mineral oil to be sealed within the transformers and lithium-ion batteries for emergency backup. Appropriate spill containment and cleanup kits would be maintained during operation of the proposed project. A Hazardous Materials Business Plan, including spill prevention and response measures, and an Emergency Response Plan were developed for site operations.

Hazardous Waste

Fuels and lubricants used in operations would be subject to the spill prevention spill response measures included in the Hazardous Materials Business Plan. Hazardous solid waste, if generated during operations, would be subject to the provisions of the Hazardous Materials Business Plan.

Fire Safety

Per the Office of the State Fire Marshal, the project site is in a High Fire Hazard Severity Zone (CAL FIRE 2025). A Fire Safety Plan and Fire Protection Plan, in accordance with California Fire Code Chapters 33 and 45, were prepared and are incorporated into the proposed project design and operations. The Fire Protection Plan addresses wildfire risk and ensures the facility meets local and state fire code requirements. As a condition of approval, it will be the responsibility of the Applicant and its project contractors to comply with the measures identified in the Fire Protection Plan. Additionally, the Fire Safety Plan provides basic direction for fire safety awareness during construction, operation, and decommissioning activities on the project site. The Fire Safety Plan provides standard protocols and approaches for reducing the potential of accidental ignitions for typical project site activities. Further detailed in the Fire Safety Plan, the SAFPD will have review and approval rights for the facility's fire access, protection, and suppression requirements.

Security and Lighting

The project site would be fenced to prevent access by unauthorized individuals. Limiting access to the project site would be necessary to ensure the safety of the public and to protect the equipment from potential theft and vandalism. A fence would be installed around the perimeter of the project site for safety and security purposes and would remain for the life of the proposed project. A 10-foot-tall chain-link fence with 1 foot of razor wire would enclose the project site, and a 7-foot-tall block wall with razor wire would provide fire protection and additional security around the BESS area of the project site. An access gate for operations and maintenance staff and emergency access would be located at the proposed project access driveway. A Knox-style box would be provided for emergency personnel to access the project site, if needed.

The proposed project's lighting system would provide operations and maintenance personnel with illumination for normal and emergency conditions. In accordance with County Zoning Code Section 17.16.100, Lighting and Illumination, permanent security lighting would be installed to illuminate key areas, such as the on-site collector substation and ingress/egress points. Additionally, the project site would be monitored continuously via security cameras, with footage accessible 24 hours per day, 7 days per week to off-site security personnel. Any unusual activity would trigger an immediate alert to on-call security or maintenance personnel to ensure a prompt response.

2.3.3 Decommissioning

At the end of the proposed project's anticipated operational life of approximately 30 years, the Applicant would either repower the proposed project or decommission the proposed project, as outlined in the Decommissioning Plan (Appendix B).

All decommissioning and restoration activities would adhere to the requirements of the appropriate governing authorities and would be done in accordance with all applicable federal, state, and County regulations. Following the expiration of the proposed project's useful life, the facility would be decommissioned, which would include the proposed project components being removed from the project site. Aboveground equipment to be removed includes

batteries and BESS enclosures, inverters, transformers, substation steel bus work and structures, and electrical wiring. The Applicant would implement measures to ensure the collection and recycling of batteries and to avoid the potential for batteries to be disposed of as municipal waste.

Equipment would be de-energized prior to removal, salvaged (where possible), placed in appropriate shipping containers, and secured in a truck transport trailer for shipment off site to be recycled or disposed of at an appropriately licensed disposal facility. The demolition debris and removed equipment may be cut or dismantled into pieces that can be safely lifted or carried with the decommissioning equipment being used. The area would be thoroughly cleaned, all debris removed, and the project site would be readied for a new use. A collection and recycling program would be implemented by the Applicant to promote recycling of the proposed project components and minimize disposal in landfills.

Should the proposed project be repowered at the end of the anticipated operational life, it would be done so in compliance with existing local ordinances and state and federal regulations. A repower would consist of replacing all or many of the battery enclosures and associated components at one given time, whereas normal maintenance (as described in Section 2.3.2, Operations and Maintenance Activities) would involve replacing battery components on an as-needed basis to maintain optimal performance and capacity, and augmentation would provide for scheduled replacement of modules to maintain capacity to meet off-taker contractual requirements.

Removal of PG&E's interconnection facilities is not required upon decommissioning; the interconnection facilities may be used for other purposes or removed by PG&E depending on future needs.

The Project will include a Condition of Approval stating that financial security adequate to cover the full cost of decommissioning as described will be paid to the County prior to issuance of the Project's certificate of occupancy. Additionally, the Condition of Approval will require that the Project owner recalculate the total decommissioning cost every three years from the first date of operations and the financial security required shall be modified accordingly, with the difference from the initial payment to be paid at that time the cost recalculation is conducted.

2.4 Project Objectives

The proposed project would provide PG&E or other contracted off-takers, the County, and the State of California with a source of auxiliary energy to stabilize the local transmission grid; electric grid reliability to energy users in California; and an economically viable development to receive, store, and discharge electricity from the electric grid, including shifting renewable energy produced by existing solar and wind resources in the region to periods when the energy demand is highest. The following objectives have been identified for the proposed project:

- Establish a new energy storage facility to reliably capture and manage energy, providing stability to the regional grid, in an economically viable and commercially financeable manner while reducing environmental impacts by developing energy storage adjacent to an existing substation and grid connection.
- Provide economic benefits to the County, the region, and the state through the creation of construction jobs, increased property and sales tax revenue, construction and maintenance services, and increased energy efficiency and reliability.
- Use advanced, safe, and recyclable energy storage technology that operates with high efficiency and low maintenance requirements, consistent with the County's commitment to sustainable and environmentally conscious industrial practices.

- Support California's greenhouse gas emissions reduction goals in accordance with the California Global Warming Solutions Act (Assembly Bill [AB] 32) and Senate Bill (SB) 32, contributing to the state's targets for 2030, and supporting the California Governor's Executive Order B-55-18 goal of achieving carbon neutrality by 2045.
- Facilitate California's transition from fossil-fueled power generation by enabling the storage and dispatch of intermittent renewable energy, ensuring these resources are available on demand to balance grid needs and meet market demands.
- Place minimal demand on public services and infrastructure while providing substantial economic benefits to the community, primarily through increased tax revenue for the County, including tax revenues to support essential public services, including education, infrastructure enhancements, and emergency response capabilities.

2.5 Project Approvals

Table 2-1 provides the potentially required discretionary agency approvals for the proposed project.

Table 2-1. Project Required Permits and Approvals

Agency	Discretionary Approval/Permit Required
County of Calaveras	▪ Approval of Mitigated Negative Declaration ▪ Adopt Mitigation Monitoring and Reporting Program ▪ Conditional Use Permit ▪ Parcel Merger
California Department of Fish and Wildlife	▪ Incidental Take Permit pursuant to California Fish and Game Code Section 2081, if required ▪ Lake and Streambed Alteration Agreement pursuant to California Fish and Game Code Section 1600, if required
U.S. Fish and Wildlife Service	▪ Take authorization pursuant to Section 7 of the Endangered Species Act, if required
U.S. Army Corp of Engineers	▪ Section 404 Permit, if required
Regional Water Quality Control Board	▪ Waste Discharge Requirements and/or Section 401 Water Quality Certification, if required
California Public Utility Commission	▪ Authorization for PG&E substation/powerhouse improvements under General Order 131-E

CALAVERAS COUNTY BOARD OF SUPERVISORS AGENDA SUBMITTAL

Short Name/Subject Property Tax Rates for 2026-27 Tax Year	**Board Meeting Date** September 8, 2026	
Dept: **Auditor** **Department Head** Greg Sessions **Phone:** 209-754-6683	**Supervisorial District Number** ☐D1 ☐ D2 ☐ D3 ☐ D4 ☐ D5 ☒ County Wide	Consent Agenda
Published Notice Required: Yes ☐ No ☒ **Public Hearing Required: Yes ☐ No ☒** **4/5 Vote Required: Yes ☐ No ☒**		**Estimated Time:** 0 Minutes
Type of Document: Resolution **PowerPoint Presentation Included: Yes ☐ No ☒**		

RECOMMENDATION:

Adopt a Resolution Establishing Ad Valorem Property Tax Rates for Tax Year 2026-27.

DISCUSSION/SUMMARY:

Section 29100 of the California Government Code requires the Board of Supervisors to annually adopt a resolution setting the general property tax rate as well as rates for voter-approved indebtedness. As required by Government Code § 29103, the Auditor-Controller's Office has calculated tax rates as follows:

Levy Description	Percent
General Property Tax	1.00000
Unitary Debt Service	.007085
Calaveras County General Obligation Bonds 2007	.014580
Mark Twain Bond Series 2004 & 2006 & 2014 Ref.	.000149
Vallecito School Bonds Series 2018A	.009403
Vallecito School Bonds Series 2020	.003386
Vallecito Combined Bond Rate to Appear on Tax Bill	.012789
Calaveras Unified School Dist. Series 2002 C	.037040
Calaveras Unified School Dist. Series 2019 Refunding	.010106
CUSD Combined Bond Rate to Appear on Tax Bill	.047146
Bret Harte Union High School Dist. 2017 Refunding	.008902
Bret Harte Union High School Dist. 2008 Series C	.000665
Bret Harte Union High School Dist. 2008 Series D	.003696

Bret Harte Union High School Dist. 2019 Refunding	.003260
Bret Harte Union High School Dist. 2024 Refunding	.001902
Bret Harte Combined Bond Rate to Appear on Tax Bill	.018425

Rates for the Community College Districts are calculated by the Auditor's Office of the lead county. Rates for the San Joaquin Delta College District and the Yosemite College District are provided by the San Joaquin County Auditor-Controller and Stanislaus County Auditor-Controller as follows:

Levy Description	Percent
Delta College Bond 2018 D	.002400
Delta College Bond 2020 Refunding	.005900
Delta College Bond 2021, Refunding	.000900
Delta College Combined Rate to Appear on Tax Bill	.009200
Yosemite College 2020 Refunding Series B	.003262
Yosemite College 2022 GOB Refunding	.018436
Yosemite College Combined Rate to Appear on Tax Bill	.021698

These tax rates are levied on secured property assessed valuation legally subject to tax in the respective tax rate areas. Attachment A compares the proposed tax rates for 2026-27 with the 2025-26 tax rates and provides variances.

FINANCING:

Establishment of tax rates allows for the collection of general property tax revenue and funds equivalent to current year debt service obligations.

ALTERNATIVES:

The Board of Supervisors (Board) may choose to do any of the following:

a.) Adopt the resolution establishing the Ad Valorem Property Tax Rates for Tax Year 2026-27. This is recommended by staff.

b.) The Board of Supervisors could choose to approve rates higher or lower than those presented for voter-approved debt. The General Property Tax cannot exceed 1% pursuant to Article XIII A of the Constitution. The General Property Tax could be set lower than 1%, which would result in less property tax revenue. Approving lower rates than presented would not generate sufficient revenue to cover current year debt service obligations which could cause districts to default on debt service payments. Approving higher rates than presented would generate more revenue than is required to satisfy the current year debt service rate. While any additional revenue could be applied to future debt service, thereby reducing future revenue needs, it is not recommended as increased tax rates could increase delinquencies and reduce property tax collections. It is not recommended by staff to alter the tax rates as presented.

c.) Continue the item to another date for further consideration. This alternative is not recommended by staff. The Board of Supervisors is required to annually adopt a resolution setting the general property tax rate as well as rates for voter-approved indebtedness pursuant to Section 29100 of the California Government Code.

OTHER AGENCY INVOLVEMENT:
San Joaquin County Controller's Office and Stanislaus County Controller's Office

BOARD OF SUPERVISORS, COUNTY OF CALAVERAS
STATE OF CALIFORNIA
September 8, 2026

Resolution No. 2026-RES-0069

RESOLUTION ESTABLISHING AD VALOREM PROPERTY TAX RATES FOR 2026-27 TAX YEAR

WHEREAS, California Government Code §29100 stipulates the Board of Supervisors adopt a resolution establishing the rate of taxes on the secured roll; and

WHEREAS, California Government Code §29103 directs the Auditor-Controller to calculate bond and interest tax rates.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors of the County of Calaveras, State of California hereby establishes, in accordance with California Government Code §29100, the tax rates for Tax Year 2026-27 as follows:

Levy Description	Percent
General Property Tax	1.00000
Unitary Debt Service	.007085
Calaveras County General Obligation Bonds 2007	.014580
CUSD Combined Bond Rate to Appear on Tax Bill	.047146
Vallecito Combined Bond Rate to Appear on Tax Bill	.012789
Mark Twain Bond Series 2004 & 2006 & 2014 Ref.	.000149
Bret Harte Combined Bond Rate to Appear on Tax Bill	.018425
Delta College Combined Rate to Appear on Tax Bill	.009200
Yosemite College Combined Rate to Appear on Tax Bill	.021698

PASSED AND ADOPTED by the Board of Supervisors of the County of Calaveras, State of California, this 8th day of September, 2026 by the following vote:

AYES: STOPPER, FOLENDORF, TOFANELLI, ANDAHL, HUBERTY
NAYS: NONE

Chair

ATTEST

Clerk of the Board of Supervisors of the
County of Calaveras

MEGABYTE TAXCODE	FUND	DESCRIPTION	2026-27 LEVY AMOUNT	2026-27 RATE	2025-26 LEVY AMOUNT	2025-26 RATE	LEVY AMOUNT VARIANCE	RATE VARIANCE
31051	1051	Calaveras Co. GO Bonds 2007 (Jail)	2,279,206	0.014580	2,177,415	0.015119	101,791	(0.000539)
	4733	CUSD, Series 2002 C	2,718,685	0.037040	2,375,984	0.039090	342,701	(0.002050)
	4737	CUSD, Series 2019 Refunding	664,649	0.010106	650,514	0.011713	14,135	(0.001607)
30510		Total CUSD Bonds	3,383,334	0.047146	3,026,498	0.050803	356,836	(0.003657)
	4799	Vallecito Elem School Bond 2020	275,677	0.003386	261,650	0.000676	14,027	0.002710
	4797	Vallecito Elem School Bond 2018A	834,121	0.009403	834,844	0.015364	(723)	(0.005961)
30550		Total Vallecito Bonds	1,109,798	0.012789	1,096,494	0.016040	13,304	(0.003251)
30804	4510	Mark Twain Bond Series 2004 & 2006	15,195	0.000149	745,039	0.018922	(729,844)	(0.018773)
	4610	Bret Harte HS 2017 REF	657,699	0.008902	536,473	0.007668	121,226	0.001234
	4610	Bret Harte HS 2008, Series C	49,171	0.000665	40,978	0.000586	8,193	0.000079
	4610	Bret Harte HS 2008 Series D	273,116	0.003696	194,041	0.002774	79,075	0.000922
	4610	Bret Harte HS 2019 Refunding	240,879	0.003260	194,041	0.002774	46,838	0.000486
	4610	Bret Harte HS 2024 Refunding	140,513	0.001902	-	-	140,513	0.001902
30540		Total Bret Harte HS Bonds	1,361,378	0.018425	969,066	0.013851	395,845	0.004624
	4790	San Joaquin Delta College GOB 2015 Ref	-	-	279,772	0.005800	(279,772)	(0.005800)
	4790	San Joaquin Delta College GOB 2018D	119,170	0.002400	127,612	0.002600	(8,442)	(0.000200)
	4790	San Joaquin Delta College GOB 2020 Ref	294,127	0.005900	55,418	0.001100	238,709	0.004800
	4790	San Joaquin Delta College GOB 2021 Ref	47,579	0.000900	74,862	0.001500	(27,283)	(0.000600)
30520		Total San Joaquin Delta College Bonds	460,876	0.009200	537,664	0.011000	(76,788)	(0.001800)
	4791	Yosemite College 2020 Refunding Series B	257,282	0.003262	509,939	0.006694	(252,657)	(0.003432)
	4791	Yosemite College 2022 GOB Refunding	1,454,092	0.018436	1,305,242	0.017134	148,850	0.001302
30530		Total Yosemite College Bonds	1,711,374	0.021698	1,815,181	0.023828	(103,807)	(0.002130)
			-		-			
			10,321,161		10,367,357		(42,663)	

COUNTY OF CALAVERAS

Greg Sessions
Auditor-Controller
(209) 754-6343

Office of AUDITOR-CONTROLLER

891 Mountain Ranch Rd.
San Andreas, CA 95249
ccauditor@co.calaveras.ca.us

MEMORANDUM

TO: Christine Fouts- Bret Harte

FROM: Fina Cope, Accountant-Auditor I

DATE: August 20, 2026

SUBJ: FY 2026-27 Bonds

Below are the list of bonds and the amounts needed to collect during the 2026/27 tax year. This will be done to make payments for 02/01/2027 and 08/01/2027.

If you agree with our list, please sign below and return it to taxauditor@calaverascounty.gov.

If changes are needed, please contact me and a revised memo will be sent to you with updated information.

Thank you.

Bond	Debt Service Schedule Payment
Bret Harte, 2008 Elections Series C	$46,541.80
Bret Harte, 2008 Elections Series D	$258,512.50
Bret Harte, 2017 GO Refunding	$622,533.14
Bret Harte, 2019 GO Refunding	$228,000.00
Bret Harte, 2024 GO Refunding	$133,000.00

Signature: _____ Date: 8/20/26

COUNTY OF CALAVERAS

Office of AUDITOR-CONTROLLER

Greg Sessions
Auditor-Controller
(209) 754-6343

891 Mountain Ranch Rd.
San Andreas, CA 95249
ccauditor@co.calaveras.ca.us

MEMORANDUM

TO: Sarah Alfred - CUSD

FROM: Fina Cope, Accountant-Auditor

DATE: August 20, 2026

SUBJ: FY 2026-27 Bonds

Below is the list of bonds and the debt service scheduled payments we need to collect in the 2026-27 tax year. This will be to satisfy the January and July 2027 payments.

If you agree with our list, please sign below and send it back to taxauditor@calaverascounty.gov

If changes are needed, please contact me and a revised memo will be sent to you with updated information.

Thank you.

Bond	Debt Service Schedule Payment
CUSD GO Bond, Series 2002 C	$2,875,000.00
CUSD Refunding Bonds, Series 2019	$715,000

Signature: _____ Date: 8/25/26

COUNTY OF CALAVERAS

Office of AUDITOR-CONTROLLER

Greg Sessions
Auditor-Controller
(209) 754-6343

891 Mountain Ranch Rd.
San Andreas, CA 95249
ccauditor@co.calaveras.ca.us

MEMORANDUM

TO: Jenine Frost– Mark Twain

FROM: Fina Cope, Accountant-Auditor

DATE: August 20, 2026

SUBJ: FY 2026-27 Bonds

Below are the list of bonds and the amounts needed to collect during the 2026/27 tax year. This will be done to make payments for 02/01/2027 and 08/01/2027.

If you agree with our list, please sign below and send it to taxauditor@calaverascounty.gov.

If changes are needed, please contact me and a revised memo will be sent to you with updated information.

Thank you.

Bond	Debt Service Schedule Payment
Mark Twain GO Bond Series 2004	$0.00
Mark Twain GO Bond, Series 2006	$20,850.00
Mark Twain 2014 GO Refunding Bonds	$0.00

Signature: Jenine Frost Date: 8/20/26

COUNTY OF CALAVERAS

Office of AUDITOR-CONTROLLER

Greg Sessions
Auditor-Controller
(209) 754-6343

891 Mountain Ranch Rd.
San Andreas, CA 95249
ccauditor@co.calaveras.ca.us

MEMORANDUM

TO: Gretchen McReynolds- Vallecito

FROM: Fina Cope, Accountant-Auditor

DATE: August 20, 2026

SUBJ: FY 2026-27 Bonds

Below is the list of bonds and the debt service scheduled payments we have on file to be collected in the 2026-27 tax year. This will satisfy the February and August 2027 payments.

If you agree with our list, please sign below and send it back to taxauditor@calaverascounty.gov

If changes are needed, please contact me and a revised memo will be sent to you with updated information.

Thank you.

Bond	Debt Service Schedule Payment
Vallecito School GO Bond, 1998 Series	$0.00
Vallecito School GO Bond, 2018 Series A	$904,493.76
Vallecito School GO Bond, 2020 Series A	$280,600.00

Signature: _____ Date: 8/20/26

CALAVERAS COUNTY BOARD OF SUPERVISORS AGENDA SUBMITTAL

Short Name/Subject 1062-2529 Orbit Health		**Board Meeting Date** September 8, 2026	
Agency: **Health and Human Services** **Department:** **Behavioral Health** **Dept. Head:** Marcos Muñoz **Phone:** (209) 754-6448		**Supervisorial District Number** ☐ D1 ☐ D2 ☐ D3 ☐ D4 ☐ D5 ☒ Countywide	Consent Agenda
Published Notice Required: Yes ☐ No ☒ **Public Hearing Required: Yes ☐ No ☒** **4/5 Vote Required: Yes ☐ No ☒**			**Estimated Time:** 0 Minutes
Type of Document: Agreement **PowerPoint Presentation Included: Yes ☐ No ☒**			

RECOMMENDATION:

Authorize the Board Chair to sign Amendment 01 to Agreement #1062-2529 with Orbit Health, for as-needed telehealth psychiatric services, increasing the not-to-exceed amount by $50,000 for a new total not-to-exceed amount of $170,000 and extending the term through October 31, 2026.

DISCUSSION/SUMMARY:

The Calaveras County Health and Human Services Agency (HHSA), Behavioral Health Division (BHD), has experienced a substantial and sustained increase in the number of beneficiaries seeking mental health services over the past year. This increase in service demand has coincided with ongoing staffing challenges within the Division, including multiple vacant clinician positions that have not yet been filled despite active recruitment efforts. The combination of rising demand and reduced internal clinical capacity has placed pressure on the Division's ability to meet state-mandated Mental Health Plan (MHP) access and timeliness standards for the delivery of outpatient psychiatric and therapeutic services.

To help bridge this capacity gap, BHD has contracted with Orbit Health under Agreement No. 1062-2529 to provide telehealth psychiatry and therapy services to county beneficiaries. Orbit Health has served as a reliable extension of the Division's clinical workforce, allowing BHD to continue offering timely appointments to clients who would otherwise face extended wait times or gaps in care due to the Division's staffing shortages.

BHD is therefore proposing Amendment 01 to Agreement No. 1062-2529 with Orbit Health to increase the not-to-exceed amount by $50,000, from $120,000 to a new not-to-exceed total of $170,000, and to extend the term of the Agreement through October 31, 2026. This additional authorized funding and extended term will allow Orbit Health to continue providing telehealth

psychiatry and therapy services at the volume necessary to support current caseloads while the Division continues its efforts to recruit and fill vacant clinician positions.

Approval of this Amendment will allow the County to maintain uninterrupted delivery of telehealth psychiatry and therapy services to current clients, avoid disruptions in care that could result in decompensation or crisis-level need among beneficiaries, and preserve the Division's compliance with state access and timeliness requirements during this period of constrained internal staffing capacity.

FINANCING:

The maximum amount payable under this Agreement shall not exceed one hundred seventy thousand dollars ($170,000) for the period of July 1, 2025, through October 31, 2026. Budget appropriations necessary to pay for the services under this Agreement have been included in the FY 2026-27 budget (Org Key 10650010, Object Code 5538).

ALTERNATIVES:

The Board of Supervisors may choose to do any of the following:

a) Approve the Amendment recommended by staff; or

b) Continue the item to another date for further consideration. This option is not recommended unless the Board specifically requests additional information which cannot be obtained during this meeting; or

c) Deny the request. This is not recommended as the services provided under this Agreement are necessary to maintain the Division’s compliance with state-mandated access and timeliness standards.

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT 01

Orbit Health Contractor	**Health and Human Services Agency** Department
Telehealth Services Description	**Behavioral Health** Division
July 1, 2025, through October 31, 2026 Agreement Term	**Mental Health** Program/Unit

1062-2529 Agreement Number	**$170,000** Amount	**10650010** Org. Key	**5538** Object Code

WHEREAS, on November 25, 2025, Calaveras County ("County") and Orbit Health ("Contractor") (collectively, the "Parties") entered into a Professional Services Agreement ("Agreement") to provide telehealth outpatient psychiatric services; and

WHEREAS, the original term of the Agreement expired on June 30, 2026; and

WHEREAS, Section 29 of the Agreement provides that it may be amended by mutual consent of the parties; and

NOW, THEREFORE, be it mutually agreed that the Agreement is hereby revived and reinstated effective June 30, 2026, without interruption, and shall be deemed to have remained in full force and effect from July 1, 2026, through the effective date of this Amendment and shall continue in full force and effect as amended herein.

Effective July 1, 2026, the following terms and conditions shall be amended.

2. COMPENSATION AND PAYMENT

2.1. **Total Compensation:** For the services described in Section 1 above, and subject to the condition that the specified task has been completed as set forth in Section 1.3 above, Contractor shall be compensated at the rates as set forth in Exhibit B: Rates, attached hereto and incorporated herein by this reference provided; however, the total amount of compensation to be paid Contractor for the services described in Section 1 shall not exceed one hundred seventy thousand dollars ($170,000) as detailed in Exhibit B: Rates.

2.2. **Expense Reimbursement:** Contractor shall not be entitled to reimbursement for any services or expenses other than those described in Section 1 above and as identified in Exhibit B: Rates.

No funds paid to Contractor through this Agreement shall be utilized to compensate employees of Contractor for overtime or compensatory time off, except to the extent that Contractor is required to pay for overtime or compensatory time off pursuant to the Fair Labor Standards Act of 1938, 29 USC Section 201 et seq., or applicable State law.

Costs claimed under this Agreement are subject to the following federal publication (current publications are available online and can be found at www.whitehouse.gov/omb/circulars/): Uniform Guidance: 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements.

2.3. **Overpayment:** If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County or at County's option, permit County to offset the amount of overpayment against future payments owed to Contractor under this Agreement or any other Agreement.

3. TERM

3.1. **Term:** The term of this Agreement shall be effective beginning July 1, 2025, and terminating October 31, 2026, unless terminated earlier as set forth in Section 7: Termination and Severability. The term of this Agreement may only be extended upon written mutual consent of both parties as set forth in Section 29: Amendment.

3.2. **Deliverables:** All deliverables and products of this Agreement shall be completed and submitted to the County as set forth in Exhibit A: Scope of Work.

[The remainder of this page is intentionally left blank. Signature page follows.]

IN WITNESS THEREOF, the parties hereto execute this Agreement on the dates indicated below.

COUNTY

Chair
Board of Supervisors

Date

CONTRACTOR

Edward Kaftarian, MD

Edward Kaftarian, M.D.
Chief Executive Officer

8/11/2026

Date

CALAVERAS COUNTY COUNSEL

Approved as to Legal Form:

Signature

ATTEST

Rebecca Turner, Ex-Officio Clerk of the Board of Supervisors

20251125 - 8886

PROFESSIONAL SERVICES AGREEMENT

Orbit Health Contractor	**Health and Human Services Agency** Department
Telehealth Services Description	**Behavioral Health Services** Division
July 1, 2025 through June 30, 2026 Agreement Term	**Mental Health Program** Program/Unit

1062-2529 Agreement Number	**$120,000** Amount	**10620010** Org. Key	**5538** Object Code

THIS AGREEMENT is made and entered into by and between the County of Calaveras, a political subdivision of the State of California (hereinafter referred to as "County"), and Orbit Health (hereinafter referred to as "Contractor"). County and Contractor shall collectively be referred to as "Parties."

WHEREAS, County, through its Health and Human Services Agency – Behavioral Health Services Division's Mental Health Program, is responsible for providing outpatient psychiatric services to adults with severe and persistent mental illness and seriously emotionally disturbed children who are Medi-Cal recipients; and

WHEREAS, County is authorized by Government Code § 23004 to enter into Agreements as necessary for the exercise of its powers; and

WHEREAS, County is authorized by Government Code § 31000 to enter into Agreements with persons specially trained, experienced, expert and competent to perform special services; and

WHEREAS, Contractor has represented to County that it has the necessary training, experience, expertise, and competence to provide the services, goods, and materials that are described in this Agreement, and that it will do so in a manner consistent with County's goals; and

WHEREAS, in the judgment of County, it is necessary and desirable to employ Contractor to perform the described services; and

NOW, THEREFORE, County and Contractor agree as follows:

1. DESCRIPTION OF SERVICES

1.1. **Contractor's Specified Services:** Contractor shall perform the services described in Exhibit A: Scope of Work attached hereto and incorporated herein by this reference, and within the times or by the dates provided for in Exhibit A: Scope of Work. In the event of any conflict between any provisions of this Agreement and any Exhibit(s) to this Agreement, the provision that requires the highest level of performance from the Contractor for the County's benefit

shall prevail.

1.2. **Cooperation with County:** Contractor shall cooperate with County and County staff in the performance of all work under this Agreement.

1.3. **Performance Standard:** Contractor shall perform all work under this Agreement in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor agrees to provide all services under this Agreement in accord with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accord 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 the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Section 7; or (d) pursue any and all other remedies at law or in equity.

1.4. **Assigned Personnel:**

1.4.1. County may direct Contractor to remove a particular Contractor Clinician from providing Services under this Agreement, and Contractor shall substitute them with a qualified replacement, provided County gives Contractor thirty (30) days advanced written notice under the circumstances, including the opportunity to replace the Contractor Clinician with a qualified replacement. In such event, County agrees the removal is not a reportable event or professional review action and County and its location(s) shall not make any such report. County's exercise of its right to substitute a Contractor Clinician pursuant to this Section shall neither constitute a breach nor trigger County's right to terminate this Agreement for cause under Section 7.

1.4.2. Any and all persons identified in this Agreement or any Exhibit hereto as the project manager, project team, or other professional performing the work under this Agreement are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement, Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

1.4.3. In the event that any of Contractor's personnel assigned to perform services under this Agreement becomes unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately

qualified replacements.

2. COMPENSATION AND PAYMENT

2.1. **Total Compensation:** For the services described in Section 1 above, and subject to the condition that the specified task has been completed as set forth in Section 1.3 above, Contractor shall be compensated at the rates as set forth in Exhibit B: Rates, attached hereto and incorporated herein by this reference provided; however, the total amount of compensation to be paid Contractor for the services described in Section 1 shall not exceed one hundred-twenty thousand dollars ($120,000) as detailed in Exhibit B: Rates.

2.2. **Expense Reimbursement:** Contractor shall not be entitled to reimbursement for any services or expenses other than those described in Section 1 above and as identified in Exhibit B: Rates.

No funds paid to Contractor through this Agreement shall be utilized to compensate employees of Contractor for overtime or compensatory time off, except to the extent that Contractor is required to pay for overtime or compensatory time off pursuant to the Fair Labor Standards Act of 1938, 29 USC Section 201 et seq., or applicable State law.

Costs claimed under this Agreement are subject to the following federal publication (current publications are available online and can be found at www.whitehouse.gov/omb/circulars/): Uniform Guidance: 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements.

2.3. **Overpayment:** If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County or at County's option, permit County to offset the amount of overpayment against future payments owed to Contractor under this Agreement or any other Agreement.

3. TERM

3.1. **Term:** The term of this Agreement shall be from July 1, 2025, through June 30, 2026, unless terminated earlier as set forth in Section 7: Termination and Severability. The term of this Agreement may only be extended upon written mutual consent of both parties as set forth in Section 29: Amendment.

3.2. **Deliverables:** All deliverables and products of this Agreement shall be completed and submitted to the County as set forth in Exhibit A: Scope of Work.

4. BILLING AND PAYMENT

4.1. **Billing:** Not more frequently than monthly, Contractor shall submit invoices to County, no later than the tenth (10th) of the month for the preceding month. Contractor shall submit to County a written invoice. Invoicing shall be consistent with Exhibit B: Rates. All invoices shall include:

4.1.1. A monthly total and itemization of all costs.

4.1.2. A simplified worksheet that explains how salary charges on invoices were calculated and list employees by name, position, location, and amount charged.

4.1.3. Itemization of all travel expenses incurred. Reimbursement for travel and other related costs shall not exceed County's rates which are in effect at the time the expense(s) is/are incurred.

4.1.4. Copies of invoices submitted to Contractor from subcontractors if subcontractors are utilized.

4.2. Contractor shall submit all invoices to the following address:
Calaveras Behavioral Health Services Division
Attention: Fiscal Unit
891 Mountain Ranch Road
San Andreas, CA 95249

4.3. **Payment:** Unless otherwise stated in this Agreement, upon submittal of an invoice as set forth in Section 4.1. above, payment shall be within forty-five (45) days of receipt of Contractor's invoices provided Contractor submits complete invoices. Payment shall only be made upon the satisfactory completion of the services as determined by the County. Payment to Contractor shall be withheld should Contractor fail to comply with any requirements set forth in this Agreement.

5. REPRESENTATIVES AND NOTICE

5.1. **Designation:** Each party shall designate an officer, employee or other authorized representative to act on that party's behalf with respect to the work. This representative shall be available during working hours and as often as may be required to make decisions and to furnish information in a timely manner. Each party has the right to change its representative at any time; provided, however, that a party wishing to change its designated representative shall endeavor to notify the other party in writing not less than ten (10) calendar days before making any such change. At the time this Agreement is executed, the parties' designated representatives shall be as follows:

County: Wendy Alt, Director of Behavioral Health

Contractor: Dr. Edward Kaftarian, Chief Executive Officer

5.2. **Address:** All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective address as follows:

Contractor:	Orbit Health Attention: Dr. Edward Kaftarian Address: edward@orbithealth.com
County:	Calaveras Health and Human Services Agency Attention: Director 509 East St. Charles Street San Andreas, CA 95249 (209) 754-6452

Any party may change the address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

5.3. **Effective Date:** All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first-class mail.

6. FUNDING AVAILABILITY

It is mutually agreed that the services and compensation received by County and Contractor pursuant to this Agreement are based on the continued receipt of funding for this purpose. In the event that funding is terminated, in whole or in part, for any reason, or if the County budget does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other such considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation of funds is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors. County agrees to inform Contractor no later than ten (10) calendar days after receiving notification that funding will be terminated and provide the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by Contractor arising out of performance of this Agreement must be submitted to County within ten (10) calendar days of the final date for which funding is available.

7. TERMINATION AND SEVERABILITY

7.1. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the breaching party of such breach in writing, describe the breach, and demand that it be cured within 15 calendar days of receipt if the breach is not cured within 15 calendar days of the notice of breach (or any such longer period as may be specified in the notice or otherwise agreed to by the parties), the party that gave notice of breach may unilaterally terminate this Agreement by sending the breaching party notice of termination. The date of termination in this event shall be 15 calendar days after the notice of

termination. A party's exercise of the notice and termination rights authorized by this Section shall in no way operate as a waiver or forfeiture of the party's right to seek and recover damages from the breaching party for the breach of this Agreement.

7.2. For any other reason other than a breach or failure to perform (which are discussed in the subsection above), either party may unilaterally terminate this Agreement for any reason at any time during its term, by giving 15 calendar days' advanced written notice to the other party. The date of termination for this purpose shall be 15 calendar days after notice of termination.

8. INDEMNIFICATION

Each Party ("Indemnifying Party") agrees to indemnify, defend with counsel approved in writing by the other Party, and hold harmless the other Party, including its elected and appointed officials, officers, employees, agents, and affiliated agencies or entities ("Indemnified Parties"), from and against any claims, demands, or liabilities of any kind or nature, including but not limited to personal injury or property damage, arising out of or related to the Indemnifying Party's performance, products, services, or obligations under this Contract. If judgment is entered against both Parties by a court of competent jurisdiction due to their concurrent active negligence, the Parties agree that liability shall be apportioned as determined by the court. Neither Party shall request a jury apportionment.

9. INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the Agreement 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. Coverage shall be at least as broad as:

9.1. **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 **$2,000,000** 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.

9.2. **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.

9.3. **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.

9.4. **Medical Malpractice:** Insurance appropriate to the Contractor's profession, with limit no less than **$2,000,000** per occurrence or claim, $2,000,000 aggregate.

9.5. **Cyber Liability:** Insurance, with limits not less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses.

9.6. 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.

9.7. **Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:**

9.7.1. **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).

9.7.2. **Primary Coverage:** For any claims related to this Agreement, the **Contractor's insurance coverage shall be primary** with 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.

9.7.3. **Notice of Cancellation:** Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the County**.

9.7.4. **Waiver of Subrogation:** 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.

9.7.5. **Self-Insured Retentions:** 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.

9.7.6. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

9.7.7. **Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis:

9.7.7.1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

9.7.7.2. Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

9.7.7.3. 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.

9.7.8. **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. 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.

9.7.9. **Subcontractors:** 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.

9.7.10. **Retentions:** Retentions must be declared to and are subject to the approval of the County's Director of Risk Management.

9.7.11. **Special Risks or Circumstances:** 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.

10. RECORDS EXAMINATION AND AUDIT REQUIREMENTS

In accordance with Government Code Section 8546.7, Contractor shall permit State or Federal agencies to audit, inspect and copy all records, notes, and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any records related to the services provided by Contractor under this Agreement to County. Failure to provide the documents requested by County within the requested time frame indicated may result in County withholding payments due under this Agreement.

All records, documents, general correspondence relating to the services provided herein shall be retained by the Contractor for a minimum of ten years from the date of the last service.

11. CONFIDENTIALITY

Contractor agrees to protect the rights of consumers and shall comply with applicable laws and regulations, including but not limited to California W & I Code § 5328; and 45 Code of Federal Regulations, (C.F.R.) § 205.50; 42 C.F.R. Part 2 and 45 C.F.R. Parts 160 and 164 regarding the confidentiality of patient information.

Contractor shall not use identifying information for any purpose other than carrying out the obligations under this contract. Contractor shall not disclose, except as otherwise specifically permitted by the contract, or authorized by the client/patient, any such identifying information to anyone other than the State without prior written authorization from the State in accordance with State and Federal laws.

For the purposes of the above paragraphs, identifying information shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned the individual. Contractor agrees to comply with the provisions of Public Law 104-191, known as The Health Insurance Portability and Accountability Act of 1996 (HIPAA), including Exhibit C: Business Associate Agreement, attached hereto and incorporated herein by this reference.

12. ETHICS AND STANDARDS OF CONDUCT

Contractor agrees to adhere to ethical standards. These standards shall include compliance with state and federal regulations for safeguarding client information. Contractor agrees to written policies and procedures that ensure compliance with ethical standards of conduct.

Every reasonable course of action shall be taken by Contractor in order to maintain the integrity of the expenditure of public funds to avoid favoritism and questionable or improper conduct. Contractor must attest that he or she has not been convicted of fraud or misappropriation of funds.

Furthermore, this Agreement shall be administered in an impartial manner, free from efforts to gain personal, financial, or political gain. Contractor shall not solicit or accept money or any other consideration with intent of securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of this Agreement. County, by written notice to Contractor, may terminate this Agreement if it is found that gratuities were offered or given by Contractor with intent of securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of this Agreement, provided that the existence of the facts upon which the County makes such findings may be reviewed in any competent court.

In the event this Agreement is terminated as provided in the paragraph above, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by Contractor, and as a predetermined amount of liquidated damages in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount which shall be not less than three times the cost incurred by County in providing such gratuities to any such officer or employee.

13. CULTURAL COMPETENCY

"Cultural Competence" means a set of congruent practice skills, behaviors, attitudes and policies in a system, agency or among those persons providing services that enables that system, agency or those persons providing services to work effectively in cross-cultural situations. Contractor shall use professional skills, behaviors, attitudes and policies in his/her services that ensure his/her services, or those utilizing his/her services, shall work effectively in a cross-cultural environment.

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Agreement shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.

14. SERVICE QUALITY AND IMPROVEMENT

Contractor shall perform these services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by each profession. Contractor shall comply with all applicable Federal, State, and Local laws, ordinances, codes, and regulations in performing its services.

15. NOTIFICATION TO COUNTY

Contractor shall notify County of all unusual or actual incidents (suspected abuse, injuries, deaths, etc.) affecting County clients within twenty-four hours (24) of occurrence and provide County with a copy of all investigation reports concerning incidents and the disposition of, or corrective action taken to resolve the complaint.

16. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Executive Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

17. NONDISCRIMINATION IN EMPLOYMENT

Contractor shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of Contractor or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability.

18. LICENSE AND PERMITS

Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Calaveras and all other appropriate governmental agencies to provide agreed upon services. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County. Contractor shall have in effect and shall maintain appropriate licensure during the term of this Agreement, if applicable.

19. CONFLICT OF INTEREST

19.1. **Applicable Law:** Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, § 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with § 1090, and Chapter 7 of Title 9 of said Code, commencing with § 87100 including regulations promulgated by the California Fair Political Practices Commission.

19.2. **Covenant:** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance

of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, Contractor will take reasonable care to ensure that no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

19.3. **Notification:** Contractor agrees that if any fact comes to its attention, which raises any question as to the applicability of any conflict-of-interest law or regulation, Contractor will immediately inform County and provide all information needed for resolution of the question.

20. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

21. STATUS OF CONTRACTOR

21.1. **Independent Contractor:** It is understood and agreed by all the parties hereto that Contractor is an independent contractor, and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement, or any services provided pursuant to this Agreement.

21.2. **No Agency:** It is further understood and agreed by all the parties hereto that (1) except as specifically authorized by this Agreement, neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent; and (2) neither Contractor nor Contractor's assigned personnel shall have any right to bind the County to any obligation whatsoever.

21.3. **Taxes:** It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

22. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by

this Agreement without the express written consent of the County. If any portion of the services required of Contractor is subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractor(s).

23. ADDITIONAL PROVISIONS

23.1. No Waiver: Any waiver of or failure by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by this Agreement to the County shall not be deemed to be a waiver of any additional or subsequent right conferred to the County by this Agreement or of any other term, covenant or condition of this Agreement by the County.

23.2. Severability: If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, both Parties shall be relieved of all obligations arising under such provision. The remainder of this Agreement shall not be affected by such declaration or finding, and each provision not so affected shall be enforced to the fullest extent permitted by law.

23.3. No Third-Party Beneficiaries: There are no third-party beneficiaries of this Agreement, and no one except the parties to this Agreement may seek to enforce its terms.

24. APPLICABLE LAW AND VENUE

In the performance of the services required by this Agreement, Contractor shall take reasonable care to comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California.

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

All parties agree that this Agreement and all documents issued or executed pursuant hereto and the rights and obligations of the parties there under and hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon County unless agreed in writing by County and counsel for County.

Notwithstanding any other provisions of this Agreement, any dispute concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Calaveras County, unless the parties agree otherwise or are otherwise required by law.

Contractor shall adhere to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes, laws, and regulations that pertain to health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to Contractor.

25. CAPTIONS

The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

26. PUBLIC RECORDS ACT

This Agreement shall be subject to disclosure pursuant to the California Public Records Act.

27. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

28. EXHIBITS AND ATTACHMENTS

Each Exhibit and Attachments referenced in, and attached to, this Agreement shall be incorporated into this Agreement by reference.

Exhibits shall include:

Exhibit A: Scope of Work

Exhibit B: Rates

Exhibit C: Business Associate Agreement

Exhibit D: Vendor Assurance of Compliance with Non-Discrimination in State and Federally Assisted Programs

Exhibit E: Services, Access, Authorization, and Documentation Provisions

Exhibit F: Attestation Regarding Federally Funded Programs

Exhibit G: Program Integrity

Exhibit H: Quality Improvement Program

Exhibit I: Financial Terms

Exhibit J: Disclosure of Economic Interests

Attachment 1: Disclosure of 5% Interest or More Pursuant to 42CFR § 455.104

Exhibit K: Medi-Cal Provider Disclosure Statement of Significant Beneficial Interests

Attachment 2: Medi-Cal Provider Disclosure Statement of Significant Beneficial Interests

29. AMENDMENT

The Director of Health and Human Services shall have the authority to approve modifications to the term, scope of work, billing rates, and allocation of funds (if any) set forth above, provided there is no increase

to the total compensation as outlined in Section 2 of this Agreement. Any modification that results in an increase to the total compensation may only be made upon approval of the appropriate authority as determined by County Purchasing Code and by a written instrument signed by both Parties.

30. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the County and Contractor and supersedes all prior negotiations, representations, or Agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

County

Chair
Board of Supervisors

11/25/25
Date

Contractor

Edward Kaftarian

Edward Kaftarian, MD
Chief Executive Officer

10/22/2025
Date

Calaveras County Counsel
Approved as to Legal Form:

Signature

Attest

Rebecca Turner, Ex-Officio Clerk of the
Board of Supervisors

EXHIBIT A: SCOPE OF WORK

1. INTRODUCTION

A. As an organizational provider agency, Contractor shall provide administrative and direct program services to County's Medi-Cal clients as defined in Title 9, Division 1, Chapter 11 of the California Code of Regulations. For clients under the age of 21, the Contractor shall provide all medically necessary specialty mental health services required pursuant to Section 1396d(r) of Title 42 of the United States Code (Welfare & Inst. Code 14184.402 (d)).

B. Contractor has the option to deliver services using evidence-based program models. Contractor shall provide said services in Contractor's program(s) as described herein; and utilizing locations as described herein.

C. County may direct Contractor to remove a particular Contractor Clinician from providing Services under this Agreement, and Contractor shall substitute them with a qualified replacement, provided County gives Contractor thirty (30) days advanced written notice under the circumstances, including the opportunity to replace the Contractor Clinician with a qualified replacement. In such event, County agrees the removal is not a reportable event or professional review action and County and its location(s) shall not make any such report. County's exercise of its right to substitute a Contractor Clinician pursuant to this Section shall neither constitute a breach nor trigger County's right to terminate this Agreement for cause under Section 7.

2. TARGET POPULATION

A. Contractor shall provide services to the following populations:

I. Contractor shall provide Specialty Mental Health Services (SMHS) to Medi-Cal beneficiaries, via telehealth using real-time, audiovisual communications technologies, referred to them by and as authorized by County. Services shall include but are not limited to the terms of the CalAIM 1915(b) Waiver and any attachments thereto, in the form of outpatient counseling and psychiatric services for adults with full-scope Medi-Cal benefits upon receipt of authorized referral from County.

3. SERVICES TO BE PROVIDED

A. Contractor shall provide the following medically necessary covered specialty mental health services, as defined in the DHCS Billing Manual available at; https://www.dhcs.ca.gov/provgovpart/Documents/Billing-Manual-v-1-1-June-2022.pdf, or subsequent updates to this billing manual to clients who meet access criteria for receiving specialty mental health services.

B. Contractor shall utilize the below referenced specialty mental health service CPT codes: If in the County Electronic Health Record, you will choose the description of service not the CPT Code.

CPT Code	CPT Code Name
90847	Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes
90887	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes
H0031	Mental Health Assessment by Non- Physician, 15 Minutes
H0032	Mental Health Service Plan Developed by Non-Physician, 15 Minutes
90791	Psychiatric Diagnostic Evaluation, 15 Minutes
90885	Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes
H2017	Psychosocial Rehabilitation, per 15 Minutes
90832	Psychotherapy, 30 Minutes with Patient
90834	Psychotherapy, 45 Minutes with Patient
90837	Psychotherapy, 60 Minutes with Patient

C. Contractor shall observe and comply with all lockout and non-reimbursable service rules, as specified in the DHCS Billing Manual.

4. REFERRAL AND INTAKE PROCESS

A. Contractor shall follow the referral and intake process as specified herein.

I. Medi-Cal beneficiaries must first be seen for an intake and referral/authorization through the MHP Outpatient Clinic at 891 Mountain Ranch Road, San Andreas, CA 95249. Intakes are scheduled as soon as possible after the initial request for services.

II. Upon determination that the beneficiary meets mental health eligibility criteria, the MHP shall contact Contractor to connect beneficiary to initiate specialty mental health services.

B. Contractor shall conduct annual reassessment of client functioning, attainment of goals, determination of treatment needs and establishment of discharge goals.

5. DISCHARGE CRITERIA AND PROCESS

A. Contractor will engage in discharge planning beginning at intake for each client served under this agreement.

B. When possible, discharge will include treatment at a lower level of care or intensity appropriate to client's needs and provision of additional referrals to community resources for client to utilize after discharge.

C. Contractor shall monitor level of care to determine if client shall be closed or transitioned to a lower level of care.

6. CONTRACT DELIVERABLES, OBJECTIVES AND OUTCOMES

A. Contractor shall comply with all requests regarding local, state, and federal performance outcomes measurement requirements and participate in the outcomes measurement processes as requested.

B. Contractor shall work collaboratively with County to develop process benchmarks and monitor progress in the following areas:

I. Contractor will collaborate with the County in the collection and reporting of performance outcome data through the County electronic health record.

7. REPORTING AND EVALUATION REQUIREMENTS

A. Contractor shall complete all reporting and evaluation activities as required by the County and described herein.

I. Consumer Perception Surveys and any other request from the MHP.

8. TECHNICAL ASSISTANCE

A. County will endeavor to provide Contractor with support to (a) conduct, participate in, and sustain the performance levels called for in the Agreement; and (b) conduct the quality management activities called for by the Agreement.

B. County will provide the Contractor with all applicable standards for the delivery and accurate documentation of services.

C. County will make ongoing technical assistance available in the form of direct consultation to Contractor upon Contractor's request to the extent that County has capacity and capability to provide this assistance. In doing so, County is not relieving Contractor of its duty to provide training and supervision to its staff or to ensure that its activities comply with applicable regulations and other requirements included in the terms and conditions of this agreement.

D. Any requests for technical assistance by Contractor regarding any part of this agreement shall be directed to the County's designated contract monitor.

E. Contractor shall require all covered individuals to attend, at minimum, one compliance training annually.

I. These trainings shall be conducted by Contractor staff, and may address any standards contained in this agreement.

II. Covered individuals who are subject to this training are any Contractor staff who have or will have responsibility for, or who supervises any staff who have responsibility for, ordering, prescribing, providing or documenting client care or medical items or services.

9. TECHNICAL REQUIREMENTS FOR TELETHEREAPY AND TELEPSYCHIATRY

A. Contractor shall require that psychiatrists and clinicians utilize only HIPAA-compliant technology that meets or exceeds the standards for high-speed bandwidth and devices. High-quality

B. Audio and video will be necessary for adequate communication between the provider and the patient. All audio, video, and all other data transmission shall be secure through the use of means that satisfactorily meet recognized standards. Providers should ensure that access to any patient contact information stored on any device is adequately restricted. Videoconferencing software shall allow only a single session to be opened, although the session may include more than two sites/participants.

C. Contractor, psychiatrists and/or clinicians shall provide all required equipment including video end-point and wireless access point for clinician and/or psychiatrist participation in telepsychiatry services.

EXHIBIT B: RATES

SERVICE TYPE	RATES
Daily All-Inclusive Rate – Psychiatrist & Nurse Practitioner (Telehealth)	
This rate is for services provided between 8:00am-5:00pm Monday through Sunday, with a 40-hour maximum per week. The rate for NP supervision is for 1 hour per 1 FTE per week.	Psychiatrist: $ 260/hour Nurse Practitioner: $ 175/hour NP Supervision: $ 300/1hour per 1FTE per week
Daily All-Inclusive Rate – Licensed Therapist (LCSW/LMFT and equivalent)	
This rate is for services provided between 8:00am-5:00pm Monday through Sunday, with a 40-hour maximum per week.	Therapist: $ 136/hour

EXHIBIT C: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Addendum ("Addendum") supplements and is made a part of the contract ("Contract") by and between Calaveras Health and Human Services Agency referred to herein as Covered Entity ("CE"), and Contractor referred to herein as Business Associate ("BA"), for the term of July 1, 2025 through June 30, 2026. This Addendum is effective upon execution of the attached Agreement.

RECITALS

CE wishes to disclose certain information to Business Associate (BA) pursuant to the terms of the Contract, some of which may constitute Protected Health Information (PHI) (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (HIPAA Regulations) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (C.F.R.) and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. DEFINITIONS

A. Business Associate shall mean CONTRACTOR above and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

B. Covered Entity shall mean Calaveras Health and Human Services Agency and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

C. Breach: shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

D. Data Aggregation shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

E. Designated Record Set shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

F. Electronic Health Record Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media. It shall have the meaning

given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921 Health Care Operations shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

G. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

H. Protected Health Information or PHI means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

I. Protected Information shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

J. Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

K. Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

A. Permitted Uses: BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act, if so, used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

B. Permitted Disclosures: BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so, disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to

such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

C. Prohibited Uses and Disclosures: BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

D. Appropriate Safeguards: BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

E. Reporting of Improper Access, Use or Disclosure: BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 60 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

F. Business Associate's Agents: BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

G. Access to Protected Information: BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 CF.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such

information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

H. Amendment of PHI: Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

I. Accounting Rights: BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall, within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

J. Governmental Access to Records: BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide CE with a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

K. Minimum Necessary: BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

L. Data Ownership: BA acknowledges that BA has no ownership rights with respect to Protected Information.

M. Notification of Breach: During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Breaches shall be reported to either the Director or the Quality Management Supervisor of the CE. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

N. Breach Pattern or Practice by Covered Entity: Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

O. Audits, Inspection and Enforcement: Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any

unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Addendum, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. TERMINATION OF CONTRACT RELATED TO BREACHES

A. **Material Breach.** A breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

B. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

C. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. DISCLAIMER

CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. CERTIFICATION

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. AMENDMENT TO COMPLY WITH LAW

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Addendum may be required to provide for procedures to

ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Addendum when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. ASSISTANCE IN LITIGATION OF ADMINISTRATIVE PROCEEDINGS

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

8. NO THIRD-PARTY BENEFICIARIES

Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. EFFECT ON CONTRACT

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

10. INTERPRETATION

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

Contractor

Edward Kaftarian

Edward Kaftarian, MD

EXHIBIT D:

VENDOR ASSURANCE OF COMPLIANCE WITH NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

CONTRACTOR HEREBY AGREES that it will comply with Title VI and VII of the Civil Rights Act of *1964* as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977; as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (1), and; California Government Code section 4450; Title 22, California Code of Regulations section 98000 — 98413; Title 24 of the California Code of Regulations, Section 3105A(e) the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8) Section 1808 of the Removal of Barriers to interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42j, by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and the vendor/recipient hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required – to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Contractor

Edward Kaftarian

Edward Kaftarian, MD
Chief Executive Officer

EXHIBIT E: SERVICES, ACCESS, AUTHORIZATION, AND DOCUMENTATION PROVISIONS

SERVICES AND ACCESS PROVISIONS

1. CERTIFICATION OF ELIGIBILITY

Contractor will, in cooperation with County, comply with Section 14705.5 of California Welfare and Institutions Code to obtain a certification of a client's eligibility for SMHS under Medi-Cal.

2. ACCESS TO SPECIALTY MENTAL HEALTH SERVICES

A. In collaboration with the County, Contractor will work to ensure that individuals to whom the Contractor provides SMHS meet access criteria, as per DHCS guidance specified in BHIN 21-073. Specifically, the Contractor will ensure that the clinical record for each client includes information as a whole indicating that client's presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.

B. For enrolled clients under 21 years of age, Contractor shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled clients who meet <u>either</u> of the following criteria, (I) or (II) below. If a client under age 21 meets the criteria as described in (I) below, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (II) below.

I. The client has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by DHCS, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.

II. The client has at least one of the following:

a. A significant impairment

b. A reasonable probability of significant deterioration in an important area of life functioning

c. A reasonable probability of not progressing developmentally as appropriate.

d. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide.

<u>AND</u> the client's condition as described in subparagraph (II a-d) above is due to one of the following:

e. A diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Classification of Diseases and Related Health Problems (ICD).

f. A suspected mental health disorder that has not yet been diagnosed.

g. Significant trauma placing the client at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

C. For clients 21 years of age or older, Contractor shall provide covered SMHS for clients who meet both of the following criteria, (I) and (II) below:

II. The client has one or both of the following:

a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.

b. A reasonable probability of significant deterioration in an important area of life functioning.

III. The client's condition as described in paragraph (I) is due to either of the following:

a. A diagnosed mental health disorder, according to the criteria in the current editions of the DSM and ICD.

b. A suspected mental disorder that has not yet been diagnosed.

3. ADDITIONAL CLARIFICATIONS

A. Criteria:

A clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service listed within Exhibit A of this Agreement can be provided and submitted to the County for reimbursement under any of the following circumstances:

I. The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process; or

II. The service was not included in an individual treatment plan; or

III. The client had a co-occurring substance use disorder.

B. Diagnosis Not a Prerequisite:

Per BHIN 21-073, a mental health diagnosis is not a prerequisite for access to covered SMHS. This does not eliminate the requirement that all Medi-Cal claims, including SMHS claims, include a current Centers for Medicare & Medicaid Services (CMS) approved ICD diagnosis code.

4. MEDICAL NECESSITY

A. Contractor will ensure that services provided are medically necessary in compliance with BHIN 21-073 and pursuant to Welfare and Institutions Code section 14184.402(a). Services provided to a client must be medically necessary and clinically appropriate to address the client's presenting condition. Documentation in each client's chart as a whole will demonstrate medical necessity as defined below, based on the client's age at the time of service provision.

B. For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

C. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

5. COORDINATION OF CARE

A. Contractor shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the client, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (NSMHS), substance use disorder treatment services, physical health services, dental services, regional center services and all other services as applicable to ensure a client-centered and whole-person approach to services.

B. Contractor shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.

C. Contractor shall include in care coordination activities efforts to connect, refer and link clients to community-based services and supports, including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

D. Contractor shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.

E. To facilitate care coordination, Contractor will request a HIPAA and California law compliant client authorization to share client information with and among all other providers involved in the client's care, in satisfaction of state and federal privacy laws and regulations.

6. CO-OCCURRING TREATMENT AND NO WRONG DOOR

A. Per BHIN 22-011, Specialty and Non-Specialty Mental Health Services can be provided concurrently, if those services are clinically appropriate, coordinated, and not duplicative.

When a client meets criteria for both NSMHS and SMHS, the client should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the client has a co-occurring mental health condition and substance use disorder.

B. Under this Agreement, Contractor will ensure that clients receive timely mental health services without delay. Services are reimbursable to Contractor by County even when:

   I. Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met, even if the assessment ultimately indicates the client does not meet criteria for SMHS.

   II. If Contractor is serving a client receiving both SMHS and NSMHS, Contractor holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

CHART AUDITING AND REASONS FOR RECOUPMENT

1. **MAINTENANCE OF RECORDS**

   Contractor shall maintain proper clinical and fiscal records relating to clients served under the terms of this Agreement, as required by the Director, DHCS, and all applicable state and federal statutes and regulations. Client records shall include but not be limited to admission records, diagnostic studies and evaluations, client interviews and progress notes, and records of services provided. All such records shall be maintained in sufficient detail to permit evaluation of the services provided and to meet claiming requirements.

2. **ACCESS TO RECORDS**

   Contractor shall provide County with access to all documentation of services provided under this Agreement for County's use in administering this Agreement. Contractor shall allow County, CMS, the Office of the Inspector General, the Controller General of the United States, and any other authorized federal and state agencies to evaluate performance under this Agreement, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor pertaining to such services at any time and as otherwise required under this Agreement.

3. **FEDERAL, STATE AND COUNTY AUDITS**

   In accordance with the California Code of Regulations, Title 9, Chapter 11, Section 1810.380(a), County will conduct monitoring and oversight activities to review Contractor's SMHS programs and operations. The purpose of these oversight activities is to verify that medically necessary services are provided to clients, who meet medical necessity and criteria for access to SMHS as established in BHIN 21-073, in compliance with the applicable state and federal laws and

regulations, and/or the terms of the Agreement between Contractor and County, and future BHINs which may spell out other specific requirements.

4. INTERNAL AUDITING

A. Contractors of sufficient size as determined by County shall institute and conduct a Quality Assurance Process for all services provided hereunder. Said process shall include at a minimum a system for verifying that all services provided and claimed for reimbursement shall meet SMHS definitions and be documented accurately.

B. Contractor shall provide County with notification and a summary of any internal audit exceptions, and the specific corrective actions taken to sufficiently reduce the errors that are discovered through Contractor's internal audit process. Contractor shall provide this notification and summary to County in a timely manner.

5. CONFIDENTIALITY IN AUDIT PROCESS

A. Contractor and County mutually agree to maintain the confidentiality of Contractor's client records and information, in compliance with all applicable state and federal statutes and regulations, including but not limited to HIPAA and California Welfare and Institutions Code, Section 5328. Contractor shall inform all of its officers, employees, and agents of the confidentiality provisions of all applicable statutes.

B. Contractors' fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in conformance with standard procedures and accounting principles.

C. Contractor's records shall be maintained as required by the Director and DHCS on forms furnished by DHCS or the County. All statistical data or information requested by the Director shall be provided by the Contractor in a complete and timely manner.

6. REASONS FOR RECOUPMENT

A. County will conduct periodic audits of Contractor files to ensure appropriate clinical documentation, high quality service provision and compliance with applicable federal, state and county regulations.

B. Such audits may result in requirements for Contractor to reimburse County for services previously paid in the following circumstances:

I. Identification of Fraud, Waste or Abuse as defined in federal regulation

a. Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code, section 14107.11, subdivision (d).

b. Definitions for "fraud," "waste," and "abuse" can also be found in the Medicare Managed Care Manual available at:

www.cms.gov/Regulation-and-Guidance/Guidance/Manuals/Downloads/mc86c21.pdf

II. Overpayment of Contractor by County due to errors in claiming or documentation.

III. Other reasons specified in the SMHS Reasons for Recoupment document released annually by DHCS and posted on the DHCS BHIN website.

C. Contractor shall reimburse County for all overpayments identified by Contractor, County, and/or state or federal oversight agencies as an audit exception within the timeframes required by law or Country or state or federal agency.

7. COOPERATION WITH AUDITS

A. Contractor shall cooperate with County in any review and/or audit initiated by County, DHCS, or any other applicable regulatory body. This cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits.

B. In addition, Contractor shall comply with all requests for any documentation or files including, but not limited to, client and personnel files.

C. Contractor shall notify the County of any scheduled or unscheduled external evaluation or site visits when it becomes aware of such visit. County shall reserve the right to attend any or all parts of external review processes.

D. Contractor shall allow inspection, evaluation and audit of its records, documents and facilities for ten years from the term end date of this Agreement or in the event Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later pursuant to 42 C.F.R.§§ 438.3(h) and 438.230I(3)(i-iii).

CLIENT PROTECTIONS

1. GRIEVANCES, APPEALS AND NOTICES OF ADVERSE BENEFIT DETERMINATION

A. All grievances (as defined by 42 C.F.R. § 438.400) and complaints received by Contractor must be immediately forwarded to the County's Quality Management Department or other designated persons via a secure method (e.g., encrypted email or by fax) to allow ample time for the Quality Management staff to acknowledge receipt of the grievance and complaints and issue appropriate responses.

B. Contractor shall not discourage the filing of grievances and clients do not need to use the term "grievance" for a complaint to be captured as an expression of dissatisfaction and, therefore, a grievance.

C. Aligned with MHSUDS IN 18-010E and 42 C.F.R. §438.404, the appropriate and delegated Notice of Adverse Benefit Determination (NOABD) must be issued by Contractor within the specified timeframes using the template provided by the County.

D. NOABDs must be issued to clients anytime the Contractor has made or intends to make an adverse benefit determination that includes the reduction, suspension, or termination of a previously authorized service and/or the failure to provide services in a timely manner. The notice must have a clear and concise explanation of the reason(s) for the decision as established by DHCS and the County. The Contractor must inform the County immediately after issuing a NOABD.

E. Procedures and timeframes for responding to grievances, issuing and responding to adverse benefit determinations, appeals, and state hearings must be followed as per 42 C.F.R., Part 438, Subpart F (42 C.F.R. §§ 438.400 – 438.424).

F. Contractor must provide clients with any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal such as auxiliary aids and interpreter services.

G. Contractor must maintain records of grievances and appeals and must review the information as part of its ongoing monitoring procedures. The record must be accurately maintained in a manner accessible to the County and available upon request to DHCS.

2. ADVANCED DIRECTIVES

Contractor must comply with all County policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (I), (3) and (4).

3. CONTINUITY OF CARE

Contractor shall follow the County's continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any BHINs issued by DHCS for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)

EXHIBIT F: ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

I, the undersigned, certify that I am not presently excluded, suspended or debarred from participation in federally funded programs, nor is there an investigation presently pending or recently concluded of me which is likely to result in my exclusion from any federally funded program, nor am I otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded programs.

I further certify, as the official responsible for the administration of this Agreement, that any and all of its officers, employees, agents and/or sub-contractors are not presently excluded, suspended or debarred from participation in any federally funded programs, nor is there an investigation presently pending or recently concluded of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federally funded program, nor are any of its officers, employees, agents and/or sub-contractors otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded programs.

I understand and certify that I will notify the HHSA Contracts Unit within 24 hours, in writing of:

- Any event that would require Contractor or any of its officers, employees, agents and/or subcontractors' exclusion or suspension under federally funded programs, or
- Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federally funded healthcare program payment may be made.

I also agree to comply with the requirements 42 C.F.R. §455.436 and make personnel verification documentation pursuant to 42 C.F.R. §455.436 available upon request.

Edward Kaftarian

Edward Kaftarian, MD
Chief Executive Officer

EXHIBIT G: PROGRAM INTEGRITY

1. GENERAL

As a condition of receiving payment under a Medi-Cal managed care program, the Contractor shall comply with the provisions of 42 C.F.R. §§ 438.604, 438.606, 438.608 and 438.610. (42 C.F.R. § 438.600(b)).

2. CREDENTIALING AND RE-CREDENTIALING OF PROVIDERS

A. Contractor must follow the uniform process for credentialing and recredentialing of service providers established by County, including disciplinary actions such as reducing, suspending, or terminating provider's privileges. Failure to comply with specified requirements can result in suspension or termination of a provider.

B. Upon request, the Contractor must demonstrate to the County that each of its providers are qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waivered, and/or certified.

C. Contractor must not employ or subcontract with providers debarred, suspended or otherwise excluded (individually, and collectively referred to as "Excluded") from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. See relevant section below regarding specific requirements for exclusion monitoring.

D. Contractor shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form provided by County, in which each provider attests to the following:

   I. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation; and

   II. A history of loss of license or felony convictions; and

   III. A history of loss or limitation of privileges or disciplinary activity; and

   IV. A lack of present illegal drug use; and

   V. The application's accuracy and completeness

E. Contractor must file and keep track of attestation statements for all of their providers and must make those available to the County upon request at any time.

F. Contractor is required to sign an annual attestation statement at the time of Agreement renewal in which they will attest that they will follow County's Credentialing Policy and

MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.

G. Contractor is required to verify and document at a minimum every three years that each network provider that delivers covered services continues to possess valid credentials, including verification of each of the credentialing requirements as per the County's uniform process for credentialing and recredentialing. If any of the requirements are not up-to-date, updated information should be obtained from network providers to complete the re-credentialing process.

3. SCREENING AND ENROLLMENT REQUIREMENTS

A. County shall ensure that all Contractor providers are enrolled with the State as Medi-Cal providers consistent with the provider's disclosure, screening, and enrollment requirements of 42 C.F.R. Part 455, subparts B and E. (42 C.F.R. § 438.608(b))

B. County may execute this Agreement, pending the outcome of screening, enrollment, and revalidation of Contractor of up to 120 days but shall terminate this Agreement immediately upon determination that Contractor cannot be enrolled, or the expiration of one 120-day period without enrollment of the Contractor, and notify affected clients. (42 C.F.R. § 438.602(b)(2))

C. Contractor shall ensure that all Providers and/or subcontracted Providers consent to a criminal background check, including fingerprinting to the extent required under state law and 42 C.F.R. § 455.434(a). Contractor shall provide evidence of completed consents when requested by the County, DHCS or the US Department of Health & Human Services (US DHHS).

4. COMPLIANCE PROGRAM, INCLUDING FRAUD PREVENTION AND OVERPAYMENTS

A. Contractor shall have in place a compliance program designed to detect and prevent fraud, waste and abuse, as per 42 C.F.R. § 438.608(a)(1), that must include:

I. Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the Contract, and all applicable federal and state requirements.

II. A Compliance Office (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of this Agreement and who reports directly to the CEO and the Board of Directors.

III. A Regulatory Compliance Committee on the Board of Directors and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the Agreement.

IV. A system for training and education for the Compliance Officer, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the Agreement.

V. Effective lines of communication between the Compliance Officer and the organization's employees.

VI. Enforcement of standards through well-publicized disciplinary guidelines.

VII. The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, corrections of such problems promptly and thoroughly to reduce the potential for recurrence and ongoing compliance with the requirements under the Contract.

VIII. The requirement for prompt reporting and repayment of any overpayments identified.

B. Contractor must have administrative and management arrangements or procedures designed to detect and prevent fraud, waste and abuse of federal or state health care funding. Contractor must report fraud and abuse information to the County including but not limited to:

I. Any potential fraud, waste, or abuse as per 42 C.F.R. § 438.608(a), (a)(7),

II. All overpayments identified or recovered, specifying the overpayment due to potential fraud as per 42 C.F.R. § 438.608(a), (a)(2),

III. Information about changes in a client's circumstances that may affect the client's eligibility including changes in the client's residence or the death of the client as per 42 C.F.R. § 438.608(a)(3).

IV. Information about a change in the Contractor's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of this Agreement with the Contractor as per 42 C.F.R. § 438.608(a)(6).

C. Contractor shall implement written policies that provide detailed information about the False Claims Act ("Act") and other federal and state laws described in section 1902(a)(68) of the Act, including information about rights of employees to be protected as whistleblowers.

D. Contractor shall make prompt referral of any potential fraud, waste or abuse to County or potential fraud directly to the State Medicaid Fraud Control Unit.

E. County may suspend payments to Contractor if DHCS or County determine that there is a credible allegation of fraud in accordance with 42 C.F.R. §455.23. (42 C.F.R. §438.608 (a)(8)).

F. Contractor shall report to County all identified overpayments and reason for the overpayment, including overpayments due to potential fraud. Contractor shall return any overpayments to the County within 60 calendar days after the date on which the overpayment was identified. (42 C.F.R. § 438.608 (a)(2), (c)(3)).

5. INTEGRITY DISCLOSURES

A. Contractor shall provide information on ownership and controlling interests, disclosures related to business transactions, and disclosures related to persons convicted of crimes in the form and manner requested by County, by the Effective Date, each time the Agreement is renewed and within 35 days of any change in ownership or controlling interest of Contractor. (42 C.F.R. §§ 455.104, 455.105, and 455.106.)

B. Upon the execution of this Contract, Contractor shall furnish County a Provider Disclosure Statement, which, upon receipt by County, shall be kept on file with County and may be disclosed to DHCS. If there are any changes to the information disclosed in the Provider Disclosure Statement, an updated statement should be completed and submitted to the County within 35 days of the change. (42 C.F.R. § 455.104.)

C. Contractor must disclose the following information as requested in the Provider Disclosure Statement:

I. Disclosure of 5% or More Ownership Interest:

a. In the case of corporate entities with an ownership or control interest in the disclosing entity, the primary business address as well as every business location and P.O. Box address must be disclosed. In the case of an individual, the date of birth and Social Security number must be disclosed.

b. In the case of a corporation with ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the corporation tax identification number must be disclosed.

c. For individuals or corporations with ownership or control interest in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the disclosure of familial relationship is required.

d. For individuals with five percent (5%) or more direct or indirect ownership interest of a disclosing entity, the individual shall provide evidence of completion of a criminal

background check, including fingerprinting, if required by law, prior to execution of Contract. (42 C.F.R. § 455.434)

II. Disclosures Related to Business Transactions:

a. The ownership of any subcontractor with whom Contractor has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request.

b. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of the request. (42 C.F.R. § 455.105(b).)

III. Disclosures Related to Persons Convicted of Crimes:

a. The identity of any person who has an ownership or control interest in the provider or is an agent or managing employee of the provider who has been convicted of a criminal offense related to that person's involvement in any program under the Medicare, Medicaid, or the Title XXI services program since the inception of those programs. (42 C.F.R. § 455.106.)

b. County shall terminate the enrollment of Contractor if any person with five percent (5%) or greater direct or indirect ownership interest in the disclosing entity has been convicted of a criminal offense related to the person's involvement with Medicare, Medicaid, or Title XXI program in the last 10 years.

D. Contractor must provide disclosure upon execution of Contract, extension for renewal, and within 35 days after any change in Contractor ownership or upon request of County. County may refuse to enter into an agreement or terminate an existing agreement with Contractor if Contractor fails to disclose ownership and control interest information, information related to business transactions and information on persons convicted of crimes, or if Contractor did not fully and accurately make the disclosure as required.

E. Contractor must provide the County with written disclosure of any prohibited affiliations under 42 C.F.R. § 438.610. Contractor must not employ or subcontract with providers or have other relationships with providers Excluded from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610.

6. CERTIFICATION OF NON-EXCLUSION OR SUSPENSION FROM PARTICIPATION IN A FEDERAL HEALTH CARE PROGRAM

A. Prior to the effective date of this Contract, the Contractor must certify that it is not excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of

the Social Security Act. Failure to so certify will render all provisions of this Agreement null and void and may result in the immediate termination of the Contract.

B. Contractor shall certify, prior to the execution of the Contract, that the Contractor does not employ or subcontract with providers or have other relationships with providers Excluded from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. Contractor shall conduct initial and monthly Exclusion & Suspension searches of the following databases and provide evidence of these completed searches when requested by County, DHCS or the US DHHS:

   I. www.oig.hhs.gov/exclusions - LEIE Federal Exclusions
   II. www.sam.gov/portal/SAM - GSA Exclusions Extract
   III. www.Medi-Cal.ca.gov - Suspended & Ineligible Provider List
   IV. https://nppes.cms.hhs.gov/#/ - National Plan and Provider Enumeration System (NPPES)
   V. any other database required by DHCS or DHHS.

C. Contractor shall certify, prior to the execution of the Contract, that Contractor does not employ staff or individual contractors/vendors that are on the Social Security Administration's Death Master File. Contractor shall check the following database prior to employing staff or individual contractors/vendors and provide evidence of these completed searches when requested by the County, DHCS or the US DHHS.

   I. https://www.ssdmf.com/ - Social Security Death Master File

D. Contractor is required to notify County immediately if Contractor becomes aware of any information that may indicate their (including employees/staff and individual contractors/vendors) potential placement on an exclusions list.

E. Contractor shall screen and periodically revalidate all network providers in accordance with the requirements of 42 C.F.R., Part 455, Subparts B and E.

F. Contractor must confirm the identity and determine the exclusion status of all its providers, as well as any person with an ownership or control interest, or who is an agent or managing employee of the contracted agency through routine checks of federal and state databases. This includes the Social Security Administration's Death Master File, NPPES, the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the Medi-Cal Suspended and Ineligible Provider List (S&I List) as consistent with the requirements of 42 C.F.R. § 455.436.

G. If Contractor finds a provider that is Excluded, it must promptly notify the County as per 42 C.F.R. § 438.608(a)(2), (4). The Contractor shall not certify or pay any Excluded provider with Medi-Cal funds, must treat any payments made to an Excluded provider as an overpayment, and any such inappropriate payments may be subject to recovery.

EXHIBIT H: QUALITY IMPROVEMENT PROGRAM

QUALITY IMPROVEMENT PROGRAM

1. QUALITY IMPROVEMENT ACTIVITIES AND PARTICIPATION

A. Contractor shall comply with the County's ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program (42 C.F.R. § 438.330(a)) and work with the County to improve established outcomes by following structural and operational processes and activities that are consistent with current practice standards.

B. Contractor shall participate in quality improvement (QI) activities, including clinical and non-clinical performance improvement projects (PIPs), as requested by the County in relation to state and federal requirements and responsibilities, to improve health outcomes and clients' satisfaction over time. Other QI activities include quality assurance, collection and submission of performance measures specified by the County, mechanisms to detect both underutilization and overutilization of services, client and system outcomes, utilization management, utilization review, provider appeals, provider credentialing and re-credentialing, and client grievances. Contractor shall measure, monitor, and annually report to the County its performance.

C. Contractor shall implement mechanisms to assess client/family satisfaction based on County's guidance. The Contractor shall assess client/family satisfaction by:

I. Surveying client/family satisfaction with the Contractor's services at least annually.

II. Evaluating client grievances, appeals and State Hearings at least annually.

III. Evaluating requests to change persons providing services at least annually.

IV. Informing the County and clients of the results of client/family satisfaction activities.

D. Contractor, if applicable, shall implement mechanisms to monitor the safety and effectiveness of medication practices. This mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs, at least annually.

E. Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually and shared with the County.

F. Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.

G. Contractor shall collaborate with County to create a QI Work Plan with documented annual evaluations and documented revisions as needed. The QI Work Plan shall evaluate the impact and effectiveness of its quality assessment and performance improvement program.

H. Contractor shall attend and participate in the County's Quality Improvement Committee (QIC) to recommend policy decisions, review and evaluate results of QI activities, including PIPs, institute needed QI actions, and ensure follow-up of QI processes. Contractor shall ensure that there is active participation by the Contractor's practitioners and providers in the QIC.

I. Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.

J. Contractor shall participate, as required, in annual, independent external quality reviews (EQR) of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

2. NETWORK ADEQUACY

A. The Contractor shall ensure that all services covered under this Agreement are available and accessible to clients in a timely manner and in accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206 (a), (c)).

B. Contractor shall submit, when requested by County and in a manner and format determined by the County, network adequacy certification information to the County, utilizing a provided template or other designated format.

C. Contractor shall submit updated network adequacy information to the County any time there has been a significant change that would affect the adequacy and capacity of services.

D. To the extent possible and appropriately consistent with CCR, Title 9, §1830.225 and 42 C.F.R. §438.3 (l), the Contractor shall provide a client the ability to choose the person providing services to them.

3. TIMELY ACCESS

A. Contractor shall comply with the requirements set forth in CCR, Title 9, § 1810.405, including meeting County and State Contract standards for timely access to care and services, taking into account the urgency of need for services. The County shall monitor Contractor to determine compliance with timely access requirements and shall take corrective action in the event of noncompliance.

B. Timely access standards include:

I. Contractor must have hours of operation during which services are provided to Medi-Cal clients that are no less than the hours of operation during which the provider offers

services to non-Medi-Cal clients. If the Contractor's provider only serves Medi-Cal clients, the provider must provide hours of operation comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Agreement or another County.

II. Appointments data, including wait times for requested services, must be recorded and tracked by Contractor, and submitted to the County on a monthly basis in a format specified by the County. Appointments' data should be submitted to the County's Quality Management Department or other designated persons.

III. Urgent care appointments for services that do not require prior authorization must be provided to clients within 48 hours of a request. Urgent appointments for services that do require prior authorization must be provided to clients within 96 hours of request.

IV. Non-urgent non-psychiatry mental health services, including, but not limited to Assessment, Targeted Case Management, and Individual and Group Therapy appointments (for both adult and children/youth) must be made available to Medi-Cal clients within 10 business days from the date the client or a provider acting on behalf of the client, requests an appointment for a medically necessary service. Non-urgent psychiatry appointments (for both adult and children/youth) must be made available to Medi-Cal clients within 15 business days from the date the client or a provider acting on behalf of the client requests an appointment for a medically necessary service.

V. Applicable appointment time standards may be extended if the referring or treating provider has determined and noted in the client's record that a longer waiting period will not have a detrimental impact on the health of the client.

VI. Periodic office visits to monitor and treat mental health conditions may be scheduled in advance consistent with professionally recognized standards of practice as determined by the treating licensed mental health provider acting within the scope of his or her practice.

4. PRACTICE GUIDELINES

A. Contractor shall adopt practice guidelines (or adopt County's practice guidelines) that meet the following requirements:

I. They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field; and

II. They consider the needs of the clients; and-

III. They are adopted in consultation with contracting health care professionals; and

IV. They are reviewed and updated periodically as appropriate (42 C.F.R.§ 438.236(b) and CCR, Title 9, Section 1810.326).

B. Contractor shall disseminate the guidelines to all affected providers and, upon request, to clients and potential clients (42 C.F.R. § 438.236(c)).

5. PROVIDER APPLICATION AND VALIDATION FOR ENROLLMENT (PAVE)

A. Contractor shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal clients on behalf of Contractor, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.

B. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.

6. PHYSICIAN INCENTIVE PLAN

If Contractor wants to institute a Physician Incentive Plan, Contractor shall submit the proposed plan to the County which will in turn submit the Plan to the State for approval, in accordance with the provisions of 42 C.F.R. § 438.6(c).

7. REPORTING UNUSUAL OCCURRENCES

A. Contractor shall report unusual occurrences to the Director. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.

B. Unusual occurrences are to be reported to the County within timelines specified in County policy after becoming aware of the unusual event. Reports are to include the following elements:

I. Complete written description of event including outcome; and

II. Written report of Contractor's investigation and conclusions; and

III. List of persons directly involved and/or with direct knowledge of the event.

C. County and DHCS retain the right to independently investigate unusual occurrences, and Contractor will cooperate in the conduct of such independent investigations.

CLIENT INFORMING MATERIALS

1. BASIC INFORMATION REQUIREMENTS

A. Contractor shall provide information in a manner and format that is easily understood and readily accessible to clients. (42 C.F.R. § 438.10(c)(1)) Contractor shall provide all written materials for clients in easily understood language, format, and alternative formats that take into consideration the special needs of clients in compliance with 42 C.F.R. § 438.10(d)(6). Contractor shall inform clients that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.

B. Contractor shall provide the required information in this section to each client receiving SMHS under this Agreement and upon request. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e).)

C. Contractor shall utilize the County's website that provides the content required in this section and 42 C.F.R. § 438.10 and complies with all requirements regarding the same set forth 42 C.F.R. § 438.10.

D. Contractor shall use DHCS/County developed beneficiary handbook and client notices. (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3))

E. Client information required in this section may only be provided electronically by the Contractor if <u>all</u> of the following conditions are met:

F. The format is readily accessible; and

I. The information is placed in a location on the Contractor's website that is prominent and readily accessible; and

II. The information is provided in an electronic form which can be electronically retained and printed; and

III. The information is consistent with the content and language requirements of this agreement; and

IV. The client is informed that the information is available in paper form without charge upon request and the Contractor provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6).)

G. Language and Format

I. Contractor shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii))

II. Contractor shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the client or potential client at no cost.

III. Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the Contractor's mental health education materials, available in the prevalent non-English languages in the county. (42 C.F.R. § 438.10(d)(3))

a. Contractor shall notify clients, prospective clients, and members of the public that written translation is available in prevalent languages free of cost and how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Inst. Code § 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4))

IV. Contractor shall make auxiliary aids and services available upon request and free of charge to each client. (42 C.F.R. § 438.10(d)(3)- (4))

V. Contractor shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).

VI. Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size.

H. Beneficiary Informing Materials

I. Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SMHS from Contractor. Beneficiary informing materials include but are not limited to:

a. Guide to Medi-Cal Mental Health Services

b. County Beneficiary Handbook (BHIN 22-060)

c. Provider Directory

d. Advance Health Care Directive Form (required for adult clients only)

e. Notice of Language Assistance Services available upon request at no cost to the client

f. Language Taglines

g. Grievance/Appeal Process and Form

h. Notice of Privacy Practices

i. Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving clients under the age of 21)

II. Contractor shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment.

III. Contractor shall give each client notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change as per BHIN 22-060.

IV. Required informing materials must be electronically available on Contractor's website and must be physically available at the Contractor agency facility lobby for clients' access.

V. Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to clients within five business days. Large print materials shall be in a minimum 18-point font size.

VI. Informing materials will be considered provided to the client if Contractor does one or more of the following:

a. Mails a printed copy of the information to the client's mailing address before the client first receives a specialty mental health service; or

b. Mails a printed copy of the information upon the client's request to the client's mailing address; or

c. Provides the information by email after obtaining the client's agreement to receive the information by email; or

d. Posts the information on the Contractor's website and advises the client in paper or electronic form that the information is available on the internet and includes applicable internet addresses, provided that clients with disabilities who cannot access this information online are provided auxiliary aids and services upon request and at no cost; or

e. Provides the information by any other method that can reasonably be expected to result in the client receiving that information. If Contractor provides informing materials in person, when the client first receives specialty mental health services, the date and method of delivery shall be documented in the client's file.

I. Provider Directory

I. Contractor must follow the County's provider directory policy, in compliance with MHSUDS IN 18-020.

II. Contractor must make available to clients, in paper form upon request and electronic form, specified information about the county provider network as per 42 C.F.R. § 438.10(h). The most current provider directory is electronically available on the County website and is updated by the County no later than 30 calendar days after information is received to update provider information. A paper provider directory must be updated as set forth in 42 C.F.R. § 438.10(h)(3)(i).

III. Any changes to information published in the provider directory must be reported to the County within two weeks of the change.

IV. Contractor will only need to report changes/updates to the provider directory for licensed, waivered, or registered mental health providers.

DATA, PRIVACY AND SECURITY REQUIREMENTS

1. CONFIDENTIALITY AND SECURE COMMUNICATIONS

A. Contractor shall comply with all applicable federal and state laws and regulations pertaining to the confidentiality of individually identifiable protected health information (PHI) or personally identifiable information (PII) including, but not limited to, requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the California Welfare and Institutions Code regarding confidentiality of client information and records and all relevant County policies and procedures.

B. Contractor will comply with all County policies and procedures related to confidentiality, privacy, and secure communications.

C. Contractor shall have all employees acknowledge an Oath of Confidentiality mirroring that of the County, including confidentiality and disclosure requirements, as well as sanctions related to non-compliance.

D. Contractor shall not use or disclose PHI or PII other than as permitted or required by law.

2. ELECTRONIC PRIVACY AND SECURITY

A. Contractor shall have a secure email system and send any email containing PII or PHI in a secure and encrypted manner. Contractor's email transmissions shall display a warning banner stating that data is confidential, systems activities are monitored and logged for administrative and security purposes, systems use is for authorized users only, and that users are directed to log off the system if they do not agree with these requirements.

B. Contractor shall institute compliant password management policies and procedures, which shall include but not be limited to procedures for creating, changing, and safeguarding

passwords. Contractor shall establish guidelines for creating passwords and ensuring that passwords expire and are changed at least once every 90 days.

C. Any Electronic Health Records (EHRs) maintained by Contractor that contain PHI or PII for clients served through this Agreement shall contain a warning banner regarding the PHI or PII contained within the EHR. Contractors that utilize an EHR shall maintain all parts of the clinical record that are not stored in the EHR, including but not limited to the following examples of client signed documents: discharge plans, informing materials, and health questionnaire.

D. Contractor entering data into any county electronic systems shall ensure that staff are trained to enter and maintain data within this system.

3. BUSINESS ASSOCIATE AGREEMENT (BAA)

A. Contractor may perform or assist County in the performance of certain health care administrative duties that involve the use and/or disclosure of client identifying information as defined by HIPAA. For these duties, the Contractor shall be a Business Associate of the County and shall comply with the applicable provisions set forth in the HIPAA BAA.

B. Contractor shall follow all requirements listed within the BAA and shall comply with all applicable County policies, state laws and regulations and federal laws pertaining to breaches of confidentiality. Contractor agrees to hold the County harmless for any breaches or violations.

EXHIBIT I: FINANCIAL TERMS

1. CLAIMING

A. Contractor shall enter claims data into the County's billing and transactional database system within the timeframes established by County. Contractor shall use Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes, as provided in the DHCS Billing Manual available at https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx, as from time to time amended.

B. Claims shall be complete and accurate and must include all required information regarding the services claimed.

C. Contractor shall maximize the Federal Financial Participation (FFP) reimbursement by claiming all eligible Medi-Cal services and correcting denied services for resubmission in a timely manner as needed.

2. INVOICING

A. Contractor shall invoice County for services monthly, in arrears, in the format directed by County. Invoices shall be based on claims entered into the County's billing and transactional database system for the prior month.

B. Invoices shall be provided to County within 15 days after the close of the month in which services were rendered. Following receipt and provisional approval of a monthly invoice, County shall make payment within 30 days.

C. Monthly payments for the services claimed shall be based on the units of time assigned to each CPT or HCPCS code entered into the County's billing and transactional database multiplied by the service rates in Exhibit B.

D. County's payments to Contractor for performance of claimed services are provisional and subject to adjustment until the completion of all settlement activities. County's adjustments to provisional payments for claimed services shall be based on the terms, conditions, and limitations of this Agreement or the reasons for recoupment set forth in Article 5, Section 6.

4. ADDITIONAL FINANCIAL REQUIREMENTS

A. County has the right to monitor the performance of this Agreement to ensure the accuracy of claims for reimbursement and compliance with all applicable laws and regulations.

B. Contractor must comply with the False Claims Act employee training and policy requirements set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the United States Department of Health and Human Services may specify.

C. Contractor agrees that no part of any federal funds provided under this Agreement shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at https://www.opm.gov/ (U.S. Office of Personnel Management), as from time to time amended.

D. Federal Financial Participation is not available for any amount furnished to an Excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the County failed to suspend payments during an investigation of a credible allegation of fraud [42 U.S.C. section 1396b(i)(2)].

5. CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS [IF APPLICABLE]

A. Contractor may not redirect or transfer funds from one funded program to another funded program under which Contractor provides services pursuant to this Agreement except through a duly executed amendment to this Agreement.

B. Contractor may not charge services delivered to an eligible client under one funded program to another funded program unless the client is also eligible for services under the second funded program.

6. FINANCIAL AUDIT REPORT REQUIREMENTS FOR PASS-THROUGH ENTITIES

A. If County determines that Contractor is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et seq., Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time. Contractor shall observe and comply with all applicable financial audit report requirements and standards.

B. Financial audit reports must contain a separate schedule that identifies all funds included in the audit that are received from or passed through the County. County programs must be identified by Agreement number, Agreement amount, Agreement period, and the amount expended during the fiscal year by funding source.

C. Contractor will provide a financial audit report including all attachments to the report and the management letter and corresponding response within six months of the end of the audit year to the Director. The Director is responsible for providing the audit report to the County Auditor.

D. Contractor must submit any required corrective action plan to the County simultaneously with the audit report or as soon thereafter as it is available. The County shall monitor

implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.

EXHIBIT J: DISCLOSURE OF ECONOMIC INTERESTS

Pursuant to 42 CFR §455.104, Medi-Cal managed care entities must disclose certain information related to persons who have an ownership or control interest in the managed care entity, as defined in 42 CFR §455.101. Those individuals and/or entities that currently or in the future obtain an ownership or control interest of 5% or more of any mortgage, deed of trust, note or other obligation and that interest equals at least 5% of Contractor's property or assets, the contractor shall make the required disclosures to Calaveras County Health and Human Services Contracts Unit using Attachment 1: Disclosure of 5% Interest or More Pursuant to 42 CFR §455.104, prior to the awarding of a contract and shall provide an updated disclosure within thirty-five (35) days after any change in the Contractor's ownership.

The Contractor shall disclose the name address, date of birth and social security number of any managing employee, as that term is defined in 42 CFR §455.101. This includes but is not limited to a general or business manager, administrator, director or others who exercise operational or managerial control either directly or indirectly over the day-to-day operations of the organization, entity or agency.

ATTACHMENT 1: DISCLOSURE OF 5% INTEREST OR MORE PURSUANT TO 42 CFR §455.104

_____ Contractor

_____ Agreement Term

Disclosures to be provided:

1. The name and address of any person (individual or corporation) with an ownership or control interest of 5% or more, in the network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address.

   _____

   _____

   _____

2. Date of birth and Social Security Number (in the case of an individual):

   _____

3. Other tax identification number (in the case of a corporation with an ownership or control interest in the managed care entity or in any subcontractor in which the managed care entity has a 5 % or more interest):

   _____

4. The name of any other disclosing entity in which the Contractor or subcontracting network provider has an ownership or control interest:

   _____

5. The name, address, date of birth, and Social Security Number of any managing employee of the entity.

   _____

   _____

   _____

This complete form is required prior to the awarding of a contract and within 35 days of any changes:

Calaveras Health and Human Services Agency
Attn: Contracts Unit
509 E. Saint Charles Street
San Andreas, CA 95249

_____ Date Received by HHSA Contracts Unit

_____ Reviewed By

_____ Is Follow Up Required?

EXHIBIT K: MEDI-CAL PROVIDER DISCLOSURE STATEMENT OF SIGNIFICANT BENEFICIAL INTERESTS

Pursuant to Welfare and Institutions Code §14022, commonly referred to as the Medi-Cal Conflict of Interest Law, the disclosure of the interests of providers of service, facilities and organizations to which Medi-Cal recipients are referred is required, so that it is possible to determine the extent to which conflicts of interests may exist because of such referrals.

Under the Medi-Cal conflict of Interest Law, a payment shall not be made to a provider of service or to any facility or organization in which an individual's immediate family has a significant beneficial interest, for services rendered in connection with any referral of a recipient, unless the nature and extent of such interest is disclosed.

In addition, pursuant to 22 California Code of Regulations (CCR) § 51466 a provider shall not bill or submit a claim for service involving the referral of a beneficiary to or from another provider unless each provider has disclosed any significant beneficial interest existing between the providers. A provider that fails to comply with this requirement or that submits a false or incorrect disclosure shall be subject to suspension from participation or payment under the Medi-Cal program.

Disclosures pursuant to Welfare and Institutions Code §14022 and 22 CCR § 51466 are required of every provider and shall be made using Attachment 2: Medi-Cal Provider Disclosure Statement of Significant Beneficial Interests.

For the purpose of completing Attachment 2: Medi-Cal Provider Disclosure Statement of Significant Beneficial Interests:

1. The term "referral" shall mean (1) the referral of a recipient by a provider of service to any other provider of service; (2) the placement of a recipient by a provider of service in any facility; or (3) the obtaining, requesting, ordering or prescribing of services or supplies by a provider of service on behalf of a recipient from any other provider of service.
2. The term "immediate family" includes a spouse, son, daughter, father, mother, father-in-law, mother-in-law, son-in-law or daughter-in-law.
3. "Significant beneficial interest" means any financial interest held by a provider, or a member of the provider's immediate family, in another provider that is equal to or greater than the lesser of the following:
   A. Five per cent of the whole.
   B. $25,000.00.

ATTACHMENT 2: MEDI-CAL PROVIDER DISCLOSURE STATEMENT OF SIGNIFICANT BENEFICIAL INTERESTS

1. Do you or anyone else own a Significant Beneficial Interest in this entity? _____ Yes _____ No

If yes, please complete the following as to each individual owning a significant beneficial interest.

Name of Provider in Which Significant Beneficial Interest is Held	Type of Provider	Address	Name of Individual Who Holds the Interest	Relation	Type of Interest	Percentage and/or Dollar Amount of the Interest

I hereby certify, under penalty of perjury, that above statements are true and correct to the best of my knowledge.

Signature Date

This complete form is required prior to the awarding of a contract and within 35 days of any changes:

Calaveras Health and Human Services Agency
Attn: Contracts Unit
509 E. Saint Charles Street
San Andreas, CA 95249

_____ Date Received by HHSA Contracts Unit

_____ Reviewed By

_____ Is Follow Up Required?

CALAVERAS COUNTY BOARD OF SUPERVISORS AGENDA SUBMITTAL

Short Name/Subject Agreement with AVA	**Board Meeting Date** September 8, 2026	
Dept: **Building Department** **Div:** **Code Compliance** **Department Head** Doug Oliver **Phone:** 209-754-6390	**Supervisorial District Number** ☐D1 ☐ D2 ☐ D3 ☐ D4 ☐ D5 ☒ County Wide	Consent Agenda
Published Notice Required: Yes ☐ No ☒ **Public Hearing Required: Yes ☐ No ☒** **4/5 Vote Required: Yes ☐ No ☒**		**Estimated Time:** 0 Minutes
Type of Document: Agreement **PowerPoint Presentation Included: Yes ☐ No ☒**		

RECOMMENDATION:

1) Approve an agreement between Calaveras County and the Calaveras County Abandoned Vehicle Abatement Authority to release funds to the County for the purpose of contracting with Sam Berri Towing to tow AVA-qualified abandoned vehicles in an amount not to exceed $80,000 for the term of July 1, 2026, through June 30, 2028; and 2) Authorize the Board Chair to execute the vendor contract.

DISCUSSION/SUMMARY:

Vehicle Code 22710(b) provides that an Abandoned Vehicle Abatement (AVA) “may contract and may undertake any act convenient or necessary to carry out a law relating to the authority”. Vehicle Code 22710 requires an AVA to operate its program in compliance with guidelines developed by the State. CHP’s “Abandoned Vehicle Abatement Handbook” (HPH 87.1) contains the guidelines local AVA programs are required to follow. On pages 2-4(subsection (g)) of the Guidelines, CHP interprets the Vehicle Code as requiring “the actual removal and disposal of vehicles only to be undertaken by a county or city, pursuant to a contract with the Authority”. There is a need for the County to pay a vendor for performing removal and abatement services on AVA-qualified abandoned vehicles.

The AVA has reviewed the proposed vendor contract, which is attached to this agenda item and incorporated by reference as “Exhibit A” for compliance with the requirements of the AVA program. The Abandoned Vehicle Abatement tow contract with Sam Berri Towing is for a two year term upon final execution in an amount not to exceed $80,000. The AVA requires County authorization to release AVA funds for abandoned vehicle towing services, allowing the contractor to perform the work specified in the agreement and receive compensation accordingly.

FINANCING:

Funds for this contract are budgeted in the Abandoned Vehicle Abatement (Special District and Other Agencies/Non-Enterprise Fund) budget ORG Key: 10280010 Object Code: 5292 Abandoned Vehicle Abatement. Revenue for AVA towing-related activities are received through a $1 service fee as a part of vehicle registration fees collected by the State of California and

appropriated to the County as an abandoned vehicle abatement allocation pursuant to Section 9250.7 of the Vehicle Code.

ALTERNATIVES:

The Board of Supervisors (Board) may choose to do any of the following:

a) Approve the department's recommendation authorizing the release of funds from the Calaveras County Abandoned Vehicle Abatement Authority to the County for the purpose of contracting with Sam Berri Towing to tow AVA-qualified abandoned vehicles and authorize the Board Chair to execute the vendor contract; or

b) Continue the item to another date for further consideration. This option is not recommended unless the Board specifically requests additional information which cannot be obtained during this meeting; or

c) Deny the request. This action is not recommended because the Abandoned Vehicle Abatement Authority (AVA) requires County authorization to release AVA funds for abandoned vehicle towing services. Without this authorization, the contractor cannot perform the work outlined in the agreement or receive compensation for those services.

PROFESSIONAL SERVICES AGREEMENT

Sam Berri Towing	**Building**
Contractor/Consultant	Department
Professional Services	**Code Compliance**
Description	Division
July 1, 2026 through June 30, 2028	**Abandoned Vehicle Abatement - AVA**
Agreement Term	Project

1028-2601		**80,000**	**10280010**	**5292**
Agreement Number	Project Number	Amount	Org. Key	Object Code

THIS AGREEMENT is made and entered into by and between the County of Calaveras, a political subdivision of the State of California (hereinafter referred to as "County"), and Sam Berri Towing (hereinafter referred to as "Contractor"). County and Contractor shall collectively be referred to as "Parties."

WHEREAS, County, through its Code Compliance Department, is responsible for providing services; and

WHEREAS, County is authorized by Government Code § 23004 to enter into Agreements as necessary for the exercise of its powers; and

WHEREAS, Contractor has represented to County that it has the necessary training, experience, expertise, and competency to provide the services, goods, and materials that are described in this Agreement, and that it will do so in a manner consistent with County's goals; and

WHEREAS, in the judgment of County, it is necessary and desirable to employ Contractor to perform the described services; and

NOW, THEREFORE, County and Contractor agree as follows:

1. DESCRIPTION OF SERVICES

1.1. **Contractor's Specified Services:** Contractor shall furnish all facilities, equipment, personnel, labor, and materials (hereinafter referred to as "Work" or "Services") necessary to provide the services described in Exhibit A: Description of Services attached hereto and incorporated herein by this reference, and within the times or by the dates provided for in Exhibit A: Description of Services. In the event of any conflict between any provisions of this Agreement and any Exhibit(s) to this Agreement, the provision that requires the highest level of performance from the Contractor for the County's benefit shall prevail.

1.2. Contractor shall furnish all facilities, equipment, personnel, labor, and materials (hereinafter referred to as "Work" or "Services") necessary to provide the services described in Exhibit A: Description of Services attached hereto and incorporated herein by this reference, and within the times or by the dates provided for in Exhibit A: Description of Services.

1.3. **Cooperation with County:** Contractor shall cooperate with County and County staff in the performance of all work under this Agreement.

1.4. **Performance Standard:** Contractor shall perform these services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by each profession and shall comply with all applicable Federal, State, and Local laws, ordinances,

codes, and regulations in performing its services. Contractor shall perform all work under this Agreement in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor agrees to provide all services under this Agreement in accord with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accord 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 the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Section 7; or (d) pursue any and all other remedies at law or in equity.

1.5. **Assigned Personnel:**

1.5.1. Contractor shall assign only competent personnel to perform the work under this Agreement. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform the work under this Agreement, Contractor shall remove such person or persons immediately upon receiving written notice from County.

1.5.2. Any and all persons identified in this Agreement or any Exhibit hereto as the project manager, project team, or other professional performing the work under this Agreement are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement, Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

1.5.3. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

1.6. **Payment of Prevailing Wages:** Contractor shall pay and require payment of wages according to a scale of prevailing wage rates determined by California law, and shall comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810 and 1813. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Contractor and any subcontractor employed under this Contract shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

2. COMPENSATION

2.1. **Total Compensation:** For the services described in Section 1 above, and subject to the condition that the specified task has been completed as set forth in Section 1.3 above, Contractor shall be compensated at the rates as set forth in Exhibit B: Budget/Rates, attached hereto and incorporated herein by this reference provided, however, the total amount of compensation to be paid Contractor for the services described in Section 1 shall not exceed amount dollars ($80,000).

2.2. **Separate Accounting:** To the extent that Contractor is performing other projects for the County at other locations and pursuant to other Agreements, the Contractor shall maintain complete and separate accounting for each project. Invoices for compensation and reimbursement shall be similarly separated.

2.3. **Expense Reimbursement:** Contractor shall not be entitled to reimbursement for any expenses other than those described in Section 1 above and as identified in Exhibit B: Budget/Rates.

No funds paid to Contractor through this Agreement shall be utilized to compensate employees of Contractor for overtime or compensatory time off, except to the extent that Contractor is required to pay for overtime or compensatory time off pursuant to the Fair Labor Standards Act of 1938, 29 USC Section 201 et seq., or applicable State law.

If federal funds are expended under this Agreement, costs claimed under this Agreement are subject to the following federal publication (current publications are available online and can be found at www.whitehouse.gov/omb/circulars/): Uniform Guidance: 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements.

2.4. **Overpayment:** If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County or at County's option, permit County to offset the amount of overpayment against future payments owed to Contractor under this Agreement or any other Agreement.

3. TERM

3.1. **Term:** The term of this Agreement shall be effective from July 1, 2026 through June 30, 2028 unless terminated earlier as set forth in Section 7: Termination and Severability. The term of this Agreement may only be extended upon written mutual consent of both parties as set forth in Section 25: Amendment.

3.2. **Deliverables:** All deliverables and products of this Agreement shall be completed and submitted to the County as set forth in Exhibit A: Description of Services.

4. BILLING AND PAYMENT

4.1. **Billing:** On a monthly basis, and not more frequently than monthly, Contractor shall submit invoices to County, no later than the tenth (10th) of the month for the preceding month. The billing period shall be the first day of the month through the last day of the month, without exception. If requested by the County, the Contractor shall provide any further documentation it has or can reasonably generate to verify the compensation and reimbursement sought by the

Contractor. Contractor shall submit to County a written invoice. Invoicing shall be consistent with Exhibit B: Budget/Rates.

Within 10 business days of receipt of the Contractor's detailed invoice, the County Contract Manager shall review invoices for acceptance to which the County Contract Manager shall immediately notify Contractor of any discrepancies. Contractor and the County Contract Manager shall work in good faith to resolve such discrepancies within 10 business days after notification. Should a discrepancy result in a partial rejection of any item(s) invoiced, the Contractor shall submit a revised invoice for payment.

All invoices shall include:

4.1.1. A monthly total and itemization of all costs by budget line item, arranged in the same order as the approved budget;

4.1.2. A simplified worksheet that explains how salary charges on invoices were calculated and list employees by name, position, location, and amount charged; and

4.1.3. Copies of invoices submitted to Contractor from subcontractors if subcontractors utilized.

4.2. Contractor shall submit all invoices to email or submit hard copies to the following address:

County of Calaveras
Code Compliance
891 Mountain Ranch Road, Bldg E
San Andreas, CA 95249

4.3. **Payment:** Unless otherwise stated in this Agreement, upon submittal of an invoice as set forth in Section 4.1. above, payment shall be within thirty (30) days of receipt of Contractor's invoices provided Contractor submits complete invoices. Payment shall only be made upon the satisfactory completion of the services as determined by the County. Payment to Contractor shall be withheld should Contractor fail to comply with any requirements set forth in this Agreement.

5. REPRESENTATIVES AND NOTICE

5.1. **Designation:** Each party shall designate an officer, employee or other authorized representative to act on that party's behalf with respect to the work. This representative shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner. Each party has the right to change its representative at any time; provided, however, that a party wishing to change its designated representative shall endeavor to notify the other party in writing not less than ten (10) calendar days before making any such change. At the time this Agreement is executed, the parties' designated representatives shall be as follows:

County Contract Manager: Doug Oliver
Director

Contractor: Sam Berri
Owner

5.2. **Address:** All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective address as follows:

Contractor: Contractor Name
Attention: Sam Berri, Owner
PO Box 1978
Murphys, CA 95247

County: County of Calaveras
Code Compliance
Attention: Doug Olver, Director
891 Mountain Ranch Road, Bldg E
San Andreas, CA 95249

Any party may change the address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

5.3. **Effective Date:** All notices shall be effective upon receipt and shall be deemed received through delivery if personally served, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

6. FUNDING AVAILABILITY

It is mutually agreed that the services and compensation received by County and Contractor pursuant to this Agreement are based on the continued receipt of funding for this purpose. In the event that funding is terminated, in whole or in part, for any reason, or if the County budget does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other such considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation of funds is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors. County agrees to inform Contractor no later than ten (10) calendar days after receiving notification that funding will be terminated and provide the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by Contractor arising out of performance of this Agreement must be submitted to County within ten (10) calendar days of the final date for which funding is available.

7. TERMINATION AND SEVERABILITY

7.1. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the breaching party of such breach in writing, describe the breach, and demand that it be cured within 15 calendar days of receipt if the breach is not

cured within 15 calendar days of the notice of breach (or any such longer period as may be specified in the notice or otherwise agreed to by the parties), the party that gave notice of breach may unilaterally terminate this Agreement by sending the breaching party notice of termination. The date of termination in this event shall be 15 calendar days after the notice of termination. A party's exercise of the notice and termination rights authorized by this Section shall in no way operate as a waiver or forfeiture of the party's right to seek and recover damages from the breaching party for the breach of this Agreement.

7.2. For any other reason other than a breach or failure to perform (which are discussed in the subsection above), either party may unilaterally terminate this Agreement for any reason at any time during its term, by giving 15 calendar days' advanced written notice to the other party. The date of termination for this purpose shall be 15 calendar days after notice of termination.

8. INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to defend and indemnify, hold harmless, and release County, its elected representatives, officers, officials, agents, employees, and volunteers from and against any and all actions, claims, damages, demands, losses, liabilities, disabilities or expenses, defense costs (including without limitation costs and fees of litigation), of any kind or nature, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to Contractor's performance or obligations under this Agreement. Contractor's obligations under this section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's sole negligence or willful misconduct. If such indemnification becomes necessary, County Counsel for the County shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the County. This Indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Acts. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits. This indemnification clause shall survive the termination or expiration of this Agreement.

9. INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the Agreement 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. Coverage shall be at least as broad as:

9.1. **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.

9.2. **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.

9.3. **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. **(Not required if Contractor provides written verification, It has no employees.)**

9.4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **$1,000,000** per occurrence or claim, $1,000,000 aggregate.

9.5. 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.

9.6. **Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:**

9.6.1. **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).

9.6.2. **Primary Coverage:** For any claims related to this Agreement, the **Contractor's insurance coverage shall be primary** with 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.

9.6.3. **Notice of Cancellation:** Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the County**.

9.6.4. **Waiver of Subrogation:** 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.

9.6.5. **Self-Insured Retentions:** 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.

9.6.6. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

9.6.7. **Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis:

9.6.7.1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

9.6.7.2. Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

9.6.7.3. 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.

9.6.8. **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. 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.

9.6.9. **Subcontractors:** 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.

9.6.10. **Retentions:** Retentions must be declared to, and are subject to the approval of, the County's Director of Risk Management.

9.6.11. **Special Risks or Circumstances:** 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.

10. RECORDS EXAMINATION AND AUDIT REQUIREMENTS

In accordance with Government Code Section 8546.7, Contractor shall permit State or Federal agencies to audit, inspect and copy all records, notes, and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of

monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any records related to the services provided by Contractor under this Agreement to County. Failure to provide the documents requested by County within the requested time frame indicated may result in County withholding payments due under this Agreement.

All records, documents, general correspondence relating to the project in possession of the Contractor shall be retained by the Contractor for a minimum of three years from the date of project completion.

11. ETHICS AND STANDARDS OF CONDUCT

This Agreement shall be administered in an impartial manner, free from efforts to gain personal, financial, or political gain. Contractor shall not solicit or accept money or any other consideration with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of this Agreement. County, by written notice to Contractor, may terminate this Agreement if it is found that gratuities were offered or given by Contractor with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of this Agreement.

In the event this Agreement is terminated as provided in the paragraph above, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by Contractor.

12. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

13. NONDISCRIMINATION IN EMPLOYMENT

Contractor shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of Contractor or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability.

14. LICENSE AND PERMITS

Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Calaveras and all other appropriate governmental agencies to provide agreed upon services. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County. Contractor shall have in effect and shall maintain appropriate licensure during the term of this Agreement, if applicable.

15. CONFLICT OF INTEREST

15.1. **Applicable Law:** Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, § 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with § 1090, and Chapter 7 of Title 9 of said Code, commencing with § 87100 including regulations promulgated by the California Fair Political Practices Commission.

15.2. **Covenant:** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, Contractor will take reasonable care to ensure that no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

15.3. **Notification:** Contractor agrees that if any fact comes to its attention, which raises any question as to the applicability of any conflict-of-interest law or regulation, Contractor will immediately inform County and provide all information needed for resolution of the question.

16. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

17. STATUS OF CONTRACTOR

17.1. **Independent Contractor:** It is understood and agreed by all the parties hereto that Contractor is an independent contractor, and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

17.2. **No Agency:** It is further understood and agreed by all the parties hereto that (1) except as specifically authorized by this Agreement, neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent; and (2) neither Contractor nor Contractor's assigned personnel shall have any right to bind the County to any obligation whatsoever.

17.3. **Taxes:** It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

18. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the County. If any portion of the services required of Contractor is subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractor(s). Any subcontract in excess of $25,000 entered into as a result of this Agreement shall contain all terms and provisions of this Agreement.

19. APPLICABLE LAW AND VENUE

In the performance of the services required by this Agreement, Contractor shall take reasonable care to comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives, and laws. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California.

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

All parties agree that this Agreement and all documents issued or executed pursuant hereto and the rights and obligations of the parties there under and hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, effect, and performance. No interpretation of any provision of this Agreement shall be binding upon County unless agreed in writing by County and counsel for County.

Notwithstanding any other provisions of this Agreement, any dispute concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Calaveras County, unless the parties agree otherwise or are otherwise required by law.

Contractor shall adhere to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes, laws, and regulations that pertain to health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to Contractor.

20. PUBLIC RECORDS ACT

Upon its award, this Agreement shall be subject to disclosure pursuant to the California Public Records Act.

21. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

22. EXHIBITS

Each Exhibit referenced in, and attached to, this Agreement shall be incorporated into this Agreement by reference.

23. CAPTIONS

The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

24. ADDITIONAL PROVISIONS

24.1. No Waiver: Any waiver of or failure by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by this Agreement to the County shall not be deemed to be a waiver of any additional or subsequent right conferred to the County by this Agreement or of any other term, covenant or condition of this Agreement by the County.

24.2. Severability: If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, both Parties shall be relieved of all obligations arising under such provision. The remainder of this Agreement shall not be affected by such declaration or finding, and each provision not so affected shall be enforced to the fullest extent permitted by law.

24.3. No Third-Party Beneficiaries: There are no third-party beneficiaries of this Agreement, and no one except the parties to this Agreement may seek to enforce its terms.

25. AMENDMENT

Notwithstanding any of the provisions of this Agreement, the parties may mutually agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or amendment to said Agreement not incorporated herein shall be binding on any of the parties hereto.

The Purchasing Agent shall have the authority to approve modifications to the term, scheduling, billing rates, and allocation of funds between the tasks and subtasks (if any) set forth above, provided there is no increase to the total compensation as set forth in Section 2 of this Agreement. Any modification that results in an increase to the total compensation may only be made upon approval of the appropriate authority as determined by County Purchasing Code and by written instrument signed by both Parties.

26. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and Contractor for this work and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below. USE THIS SIGNATURE BLOCK IF THE CONTRACT NEEDS BOS SIGNATURE

County

Ben Stopper, Chair
Board of Supervisors

Date

Contractor

Sam Berri
Owner

5-22-26
Date

Calaveras County Counsel
Approved as to Legal Form:

Signature

Attest

5/28/26
Rebecca Turner, Ex-Officio Clerk of the Board of Supervisors

EXHIBIT A: DESCRIPTION OF SERVICES

Sam Berri Towing	**Building**
Contractor/Consultant	Department
Professional Services	**Code Compliance**
Description	Division
July 1, 2026 through June 30, 2028	**Abandoned Vehicle Abatement - AVA**
Agreement Term	Project

1028-2601		**80,000**	**10280010**	**5292**
Agreement Number	Project Number	Amount	Org. Key	Object Code

- Removal and disposal of abandoned and/or inoperative vehicles, or parts of vehicles defined as less than a vehicle body or chassis, which have been determined to be public nuisances as defined in Chapter 10.26 of the Calaveras County Code.

- Removal services shall be completed within forty-eight (48) hours if deemed by the County to be an imminent hazard, or within seven (7) days when deemed by the County to be a public nuisance due to theft and/or vandalism. All other removals shall be completed withing thirty (30) calendar days upon receipt of all appropriate documentation requesting such abatement by the county.

- Contractor shall arrange vehicle and parts storage and any other activities necessary to provide services under this Agreement and shall do so only in those locations approved for such use by any governmental entity having the proper land use jurisdiction.

- Contractor shall only remove those vehicles, or parts of vehicles as specified by the County, which have been properly deemed eligible for abatement by the CCAVA in accordance with California Vehicle Code Section 226600 and Calaveras County Code Chapter 10.26, as well as, the Department of the California Highway Patrol Abandoned Vehicle Abatement Program Guidelines.

- Contractor shall forward all necessary Department of Motor Vehicles and abatement forms to the licensed dismantler/wrecking yard at the time a vehicle is transported to the dismantler for disposal.

- Contractor must maintain in its records the quantity, description, date, time, and location of removal(s) as well as authority for any said removal(s).

- Contractor shall protect the confidentiality of any records that are required by law to be maintained as such.

- Contractor shall keep and maintain complete and accurate records for the services performed herein, and any additional or supplemental records reasonably required by CCAVA or County, and as required by law or other regulations.

- Contractor shall make such records available for inspection by the County, the CCAVA or any authorized designated County Officer, or employee, any and all such records related to services performed pursuant to this Agreement.

EXHIBIT B: BUDGET

Sam Berri Towing		**Building**		
Contractor/Consultant		Department		
Professional Services		**Code Compliance**		
Description		Division		
July 1, 2026 through June 30, 2028		**Abandoned Vehicle Abatement - AVA**		
Agreement Term		Project		
1028-2601		**80,000**	**10280010**	**5292**
Agreement Number	Project Number	Amount	Org. Key	Object Code

Light duty vehicles (vehicle under one (1) ton):

- County shall pay a Base Rate of $65.00 (sixty-five dollars), which includes 30 minutes time on scene.
- Additional time on scene greater than 30 minutes, shall be billed at a rate of $2.00 per minute.
- Additional travel mileage towing any vehicle with a gross vehicle weight under 10,000 pounds shall be billed at a rate of $5.00 per mile.

Heavy duty vehicles (vehicle over one (1) ton or vehicle that require medium duty or greater to tow):

- County shall pay a Base Rate of $85.00 (eighty-five dollars), which includes 30 minutes time on scene.
- Additional time on scene greater than 30 minutes, shall be billed at a rate of $2.00 per minute.
- Additional travel mileage towing any vehicle with a gross vehicle weight over 10,000 pounds shall be billed at a rate of $8.00 per mile.

Google Mapping shall be used to determine the safest roads, not the shortest route.

Abatement items that are allowed to be disposed of at the county landfill, have been and will continue to be paid for up front by Sam Berri Towing and then reimbursed at the time of invoice due.

Abatement items that require Sam Berri Towing to dispose/destroy due to the county landfill not accepting them, will be charged a flat rate of $400 or less per item.

The available Base Locations and Disposal Location are as follows:

- Base Location # 1
  1138 E Hwy 4. Douglas Flat, CA 95229

- Base Location # 2
  160 Wendell Ct. San Andreas, CA 95249

- Calaveras County Landfill
  12021 Hunt Rd. Farmington 95230

- Lodi Yard Location (drop location)
  940 E. Victor Rd. Lodi, CA 95240

Sam Berri Towing

Heavy Duty Towing • Recovery • Transportation • 24/7 Emergency Service
1138 E. Hwy 4 • Murphys, CA 95247
Office: (209) 728-3931

RE: Renewal Proposal – Contract No. 1028-2601

Abandoned Vehicle Abatement (AVA) Services

Contract Term: July 1, 2026 – June 30, 2028

May 22, 2026

Heather Simon
Calaveras County Code Compliance Division

Dear Ms. Simon:

Sam Berri Towing is pleased to submit this proposal to continue providing Abandoned Vehicle Abatement (AVA) Services for the Calaveras County Code Compliance Division under Contract No. 1028-2601.

This proposal is submitted as a renewal of the current agreement and does not request any changes to the existing scope of work, contract terms, conditions, or approved rates.

For the contract term of July 1, 2026 through June 30, 2028, Sam Berri Towing proposes to continue providing all services required under the existing Abandoned Vehicle Abatement program, including vehicle removal, transportation, storage, disposal, documentation, recordkeeping, and related services necessary to support County abatement activities in accordance with applicable laws, regulations, and program requirements.

Sam Berri Towing confirms that the scope of services remains unchanged from the current agreement. The company remains fully licensed, insured, and qualified to perform the services contemplated under the Agreement and will continue to maintain the personnel, facilities, equipment, and operational capabilities necessary to perform the required services throughout the contract term.

Compensation shall remain in accordance with the County-approved rate schedule currently in effect and attached hereto for reference.

Sam Berri Towing has successfully provided these services to Calaveras County and remains committed to maintaining dependable response times, regulatory compliance, accurate documentation, and professional service throughout the renewal term.

The proposed not-to-exceed contract amount for the renewal term is $80,000.00.

This proposal shall remain valid for a period of ninety (90) days from the date of submission.

Sam Berri Towing appreciates the opportunity to continue serving Calaveras County and looks forward to supporting the County's Code Compliance Division throughout the renewal term.

Respectfully submitted,

SAM BERRI TOWING

CALAVERAS COUNTY BOARD OF SUPERVISORS AGENDA SUBMITTAL

Short Name/Subject Ordinance APN Requirement	**Board Meeting Date** September 8, 2026	
Dept: **County Clerk-Recorder & Registrar of Voters** **Div:** **County Clerk-Recorder & Registrar of Voters** **Department Head** Rebecca Turner **Phone:** 209-754-6370	**Supervisorial District Number** ☐D1 ☐ D2 ☐ D3 ☐ D4 ☐ D5 ☒ County Wide	Consent Agenda
Published Notice Required: Yes ☒ No ☐ **Public Hearing Required: Yes ☐ No ☒** **4/5 Vote Required: Yes ☐ No ☒**		**Estimated Time:** 0
Type of Document: Ordinance **PowerPoint Presentation Included: Yes ☐ No ☒**		

RECOMMENDATION:

(1) Adopt an Ordinance amending County Code Chapter 2.06 regarding assessor's parcel number requirements on documents presented for recordation; and (2) Authorize summary publication.

DISCUSSION/SUMMARY:

The ordinance amends Chapter 2.06 of the Calaveras County Code regarding the requirement for Assessor's Parcel Numbers (APNs) on documents presented for recording. The proposed amendment updates the existing APN requirements adopted in 1985 to include provisions relevant due to recent changes in State law.

California Government Code § 27297.7, effective January 1, 2027, requires counties to establish a Recorder Notification Program. The law allows the County Recorder to require an APN on the first page of certain documents as a condition of recording.

Currently, County Code only requires certain types of documents to include an APN as a condition of recording. Pursuant to this proposed amended ordinance, an APN will be required on the first page of additional types of documents when presented for recording. If adopted, the following types of documents will now require an APN on the first page:

- Deeds
- Quitclaim deeds
- Mortgages
- Deeds of trust
- Instruments or writings by which real property in Calaveras County is sold, granted, assigned, transferred, or otherwise conveyed

If a document affects more than one parcel, all applicable APNs must be included.

Requiring APNs will allow the Recorder and Assessor to more accurately identify properties and obtain the information needed to administer the Recorder Notification Program. The APN is

used for administrative purposes only and does not establish ownership or override the legal description.

Adoption of the ordinance will amend Chapter 2.06 and establish the APN requirement needed to support implementation of the Recorder Notification Program beginning January 1, 2027.

FINANCING:
Implementation costs will be minimal. The only anticipated increase in costs is additional staff time required to index Assessor's Parcel Numbers (APNs) on applicable documents. A separate resolution was adopted on August 25, 2026, to establish the Recorder Notification Program and fees to cover the cost of sending the notifications, as permitted by statute.

ALTERNATIVES:
The Board of Supervisors (Board) may choose to do any of the following:

a) Adopt the ordinance as recommended; or

b) Continue the item to another date for further consideration. This option is not recommended as early adoption ensures timely compliance and program readiness before the January 1, 2027 deadline; or

c) Deny the request. This option is not recommended, as it would prevent the County Recorder from fully implementing the Recorder Notification Program and complying with state law. The ordinance establishes the requirement for applicable documents, including deeds, quitclaim deeds, mortgages, deeds of trust, and other instruments conveying real property, to include the applicable APN when presented for recording.

OTHER AGENCY INVOLVEMENT:
County Assessor

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF CALAVERAS AMENDING CHAPTER 2.06 OF COUNTY CODE REGARDING THE REQUIREMENT FOR ASSESSOR'S PARCEL NUMBERS ON DOCUMENTS PRESENTED FOR RECORDATION

The Board of Supervisors of the County of Calaveras ordains as follows:

Section 1. FINDINGS.

A. The County Recorder is responsible for maintaining an accurate and efficient system for recording real property documents.

B. The inclusion of an Assessor's Parcel Number (APN) on documents affecting real property assists the Recorder and Assessor in identifying the affected property, improves indexing accuracy, reduces processing delays, and enhances public access to recorded records.

C. Government Code Section 27297.7, effective January 1, 2027, requires each county to establish a Recorder Notification Program to notify property owners when certain documents affecting title are recorded.

D. Government Code Section 27297.7 authorizes a county recorder, as a condition of recording, to require that deeds, quitclaim deeds, mortgages, and deeds of trust identify the applicable Assessor's Identification Number(s) on the first page of the document.

E. Section 2.06.010 of the Calaveras County Code was adopted in 1985, prior to the enactment of Government Code Section 27297.7, and should be updated to conform to current state law.

Section 2. Section 2.06.010 of County Code is hereby amended to read in its entirety as follows:

Section 2.06.010 - ASSESSOR'S PARCEL NUMBER.

Every deed, quitclaim deed, mortgage, deed of trust, and instrument or writing by which lands, tenements or other realty in Calaveras County is sold, granted, assigned, transferred or otherwise conveyed shall have noted thereon its assessor's parcel number when presented for recording. The recorder shall not record any such deed, instrument or writing unless the assessor's parcel number(s) that fully contain all, or a portion of, the real property described in the legal description, is noted on it. If the legal description contains more than one assessor's parcel, all applicable Assessor's Parcel Numbers shall be indicated.

The Assessor's Parcel Number(s) shall appear on the first page of the document in substantially the following form:

Assessor's Parcel Number: 000-000-000

The person who requests that such a document be recorded is charged with providing the recorder with the correct assessor's parcel number.

The number required by this section shall be used solely for administrative and procedural purposes. It shall not constitute proof of title. In the event of conflicts, the stated legal description shall govern.

The validity of any such deed, instrument or writing shall not be affected by the fact that the assessor's parcel number noted on it is erroneous or is omitted, except that the recorder may decline to record a document when the Assessor's Parcel Number is required as a condition of recording but has been omitted.

Section 3. SEVERABILITY.

If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are hereby declared to be severable.

Section 4. EFFECTIVE DATE.

This Ordinance shall take effect thirty (30) days from the date of its passage pursuant to Government Code Section §25123.

SECTION 5. PUBLICATION.

Within fifteen (15) days after adoption, this ordinance, or a summary thereof, shall be published in accordance with Government Code section 25124.

Calaveras County Legal Notices

PUBLIC NOTICE
COUNTY OF CALAVERAS

Public Notice of Recorder Notification Program Fee

Pursuant to Government Code section 27297.7, all counties are required to establish and implement a recorder notification program by January 1, 2027. The program is intended to provide an additional layer of protection for property owners by notifying them when a deed, quitclaim deed, mortgage, or deed of trust affecting their property is recorded.

Beginning **January 1, 2027**, an additional $4.00 fee will be charged for the recording of each deed, quitclaim deed, mortgage, or deed of trust, in Calaveras County as authorized by Government Code section 27297.7. The fee will be used to recover the costs of administering the notification program.

Applicable documents must include the Assessor's Parcel Number(s) (APN) on the first page.

The notification fee does not apply when the federal government, State of California, a county, city, or other subdivision of the state is the grantee.

For questions regarding the Recorder Notification Program or recording fees, contact:
Calaveras County Clerk-Recorder
891 Mountain Ranch Road, San Andreas, CA 95249,
(209) 754-6372

Recorderweb@calaverascounty.gov
clerkrecorder.calaverasgov.us

This notice is provided pursuant to Government Code section 27297.7.

/s/ Rebecca Turner
Clerk of the Board of Supervisors
County of Calaveras

Published: **August 28, 2026 VSN**

Calaveras County Legal Notices

PUBLIC NOTICE
COUNTY OF CALAVERAS

SUMMARY PUBLIC NOTICE

On August 25, 2026, the Calaveras County Board of Supervisors introduced and waived the first reading of an uncodified ordinance rescinding Chapter 20.10 of the County Code — Tulloch Reservoir because it duplicates and is subservient to the Tri-Dam Project's existing federal regulatory scheme. The ordinance is exempt from CEQA pursuant to 14 C.C.R. § 15061(b)(3), and it would take effect and become operative thirty days after adoption, with publication according to law.

Copies of the Ordinance being considered for adoption are on file with the Calaveras County Clerk located at 891 Mountain Ranch Road, San Andreas, CA 95249.

NOTICE IS HEREBY GIVEN that the Calaveras County Board of Supervisors will consider the above summarized ordinance for adoption at the regular meeting of the Board of Supervisors to be held September 8, 2026 at 9:00 a.m., or as soon thereafter as the item is called, in the Board of Supervisors Chambers as noticed in the published agenda for said meeting, locted at 891 Mountain Ranch Road, San Andreas, California 95249.

/s/ Rebecca Turner
Clerk of the Board of Supervisors,
County of Calaveras

Published: **August 28, 2026 VSN**

Calaveras County Legal Notices

PUBLIC NOTICE
COUNTY OF CALAVERAS

SUMMARY PUBLIC NOTICE

On August 25, 2026 the Calaveras County Board of Supervisors introduced and waived the first reading of an ordinance amending Chapter 2.06 of the Calaveras County Code, regarding the requirement for Assessor's Parcel Number (APN)s on documents presented for recordation. The ordinance would conform the County's existing requirements to current state law, including Government Code section 27297.7, by applying the APN requirement to additional types of recorded documents.

The ordinance would take effect and become operative thirty (30) days after adoption, with publication according to law.

Copies of the Ordinance being considered for adoption are on file with the Calaveras County Clerk located at 891 Mountain Ranch Road, San Andreas, CA 95249.

NOTICE IS HEREBY GIVEN that the Calaveras County Board of Supervisors will consider the above summarized ordinance for adoption at the regular meeting of the Board of Supervisors to be held September 8, 2026, at 9:00 a.m., or as soon thereafter as the item is called, in the Board of Supervisors Chambers, located at 891 Mountain Ranch Road, San Andreas, California 95249.

/s/ Rebecca Turner
Clerk of the Board of Supervisors,
County of Calaveras

Published: **August 28, 2026 VSN**

BOARD OF SUPERVISORS

SUMMARY PUBLICATION

Ordinance No.

The Calaveras County Board of Supervisors on September 8, 2026 adopted an ordinance amending Chapter 2.06 of the Calaveras County Code, addressing the requirements for the inclusion of Assessor's Parcel Numbers on documents presented for recordation. The ordinance updates the County's existing requirements concerning the identification of Assessor's Parcel Numbers on certain documents affecting real property and conforms County Code to current state law, including Government Code Section 27297.7

Effective Date: This Ordinance shall take effect 30 days after adoption.

Passed and adopted on the ___ day of _____by the following vote:
AYES:
NOES:

_____
Chair, Board of Supervisors

ATTEST:

_____
Clerk of the Board of Supervisors
of the County of Calaveras

CALAVERAS COUNTY BOARD OF SUPERVISORS AGENDA SUBMITTAL

Short Name/Subject Victim Services Vehicle	**Board Meeting Date** September 8, 2026	
Dept: District Attorney **Department Head** Barbara Yook **Phone:** 209-754-6330	**Supervisorial District Number** ☐D1 ☐ D2 ☐ D3 ☐ D4 ☐ D5 ☒ County Wide	Consent Agenda
Published Notice Required: Yes ☐ No ☒ **Public Hearing Required: Yes ☐ No ☒** **4/5 Vote Required: Yes ☒ No ☐**		**Estimated Time:** 0 Minutes
Type of Document: Action **PowerPoint Presentation Included: Yes ☐ No ☒**		

RECOMMENDATION:

1) Approve the purchase of a new 4WD Pickup Truck (Vehicle) for the District Attorney's Victim Services division, not to exceed $58,000, which shall be funded by the Victim/Witness Assistance Program Grant; 2) authorize the District Attorney to execute all documents reasonably necessary to complete the purchase of the Vehicle; 3) increase budgeted expenses and revenues in org key 10100210 by $58,000; and 4) add the Vehicle to the Capital Asset list for the District Attorney's Office. Requires a 4/5 vote.

DISCUSSION/SUMMARY:

The Victim Services division of the District Attorney's Office is primarily funded by the Victim/Witness Assistance Program Grant ("VW Grant") through Cal OES. The VW Grant is a federal fiscal year grant, running from October 1, 2025, to September 30, 2026. The current VW Grant expires September 30, 2026.

The VW Grant is projected to have a surplus of funds available at the end of the current grant cycle. These unused funds will be returned to the State if they are not spent prior to the end of the grant cycle, which is September 30, 2026. After reviewing the needs of the Victim Services division and possible uses of this funding, the District Attorney's Office wishes to purchase a vehicle.

The Victim Services division determined that the Vehicle would enhance service capabilities and ensure equitable access to victims. The Vehicle would improve the division's ability to conduct emergency victim relocation and support services. For example, the Vehicle would enhance a Victim Advocates ability to quickly relocate victims of domestic violence and assist them in transporting substantial amounts personal property to remove them from further harm. In addition, the Vehicle would provide 4WD/high ground clearance allowing off road and severe weather capabilities necessary to reach victims in remote rural areas, which are common in Calaveras County.

The current lead time to participate in the State's vehicle purchase contract is five to six months.

As a result, purchasing a vehicle that is available on a dealership's lot is the only option to meet the September 30, 2026 deadline. If this agenda item is approved, the District Attorney's Office will work with Administration and the Auditor to issue a purchase order for a vehicle that meets the Victim Services division's needs, is within budget, and is readily available on a dealership's lot. The total amount will not exceed $58,000.

FINANCING:
The vehicle will be purchased with the VW Grant. There is no impact to the County General Fund. Budgeted expenses and revenues in org key 10100210 will need to be increased by $58,000.

ALTERNATIVES:
The Board of Supervisors (Board) may choose to do any of the following:

a) Approve the purchase as recommended; or

b) Decline to approve the purchase of the Vehicle.

Equipment Budget Category Form: Vehicle Purchase- $58,000.00

Equipment Costs Type: [ ] Standard [X] Automobile Purchase or Lease Costs

Budget/Project Line-Item:
Vehicle Purchase

Description:
4WD Chevrolet Silverado 1500. Bid Price: $56,170

Please indicate cost per unit regardless of the amount budgeted to this Grant Subaward.

Number of Units:	Cost per Unit:	Calculation Total:
1	$58,000.00	$58,000

Automobile Justification

Describe the need for a vehicle, including the size of the service area and the need to provide direct services away from the office.

The VS division has identified a critical need for a full size 4WD pickup truck to enhance service capacity and ensure equitable access to victims. This vehicle would improve the division's ability to conduct emergency victim relocation, including transporting substantial amounts of personal property, and would provide 4WD/high ground clearance allowing off road/severe weather capability necessary to reach victims in remote rural areas. Use limited to victim transport and mandatory trainings.

Describe the lack of available agency/organization vehicles. The Victim Services division fleet currently consists of a Toyota Sienna van that is shared between two assigned victim advocates. Although this vehicle are proven to be reliable and comfortable for victim and witness transport, it lacks the ability to transport a substantial amount of personal property during emergency victim relocation, and lacks the high ground clearance necessary for certain remote rural areas.

Describe the lack of available personal vehicles for which mileage can be charged, or a reason why the agency/organization will not allow personal vehicle use with mileage. The Calaveras County District Attorney's Office / County policies prohibit Victims Advocates from transporting victims or witness in personal vehicles.

Include a cost analysis for the vehicle purchase as compared to other options, including lease and personal vehicle use with mileage. Leasing the vehicle could cost $600 - $750 per month, which is $108,000 to $135,000 over 15 years. This vehicle should last a minimum of 15 years, so purchasing is significantly cheaper in the long run. As stated above, County policies prohibit transporting victims or witnesses in personal vehicles so personal vehicle use with mileage is not an option.

Funding Source Allocations

Funding Source Name	Fiscal Year	Type	Allocation	Cash Match Amount	In Kind Match Amount	Match Amount	Total	State Funds Used to Match Federal Match Requirements	Federal Fund
2025 VOCA	2025	Federal	$58,000	$0	$0	**$0**	$58,000		
			$58,000	**$0**	**$0**	**$0**	**$58,000**		

Date: Jul 30, 2026

Buyer: Calaveras County Representative

Address: 891 Mountain Ranch Road
San Andreas, CA 95249

SHOWCASE TRUCKS & VANS

2026 Chevrolet Silverado 1500
Body Type: Crew Cab Pickup

Color: Black

VIN:3GCPKBEK5TG411456

Purchase	0 Months @ 0%
$ Down	Est. $/Monthly
$0	**$56,169.21**

MSRP/Retail	**$53,270.00**
Total Savings + Rebate	**$1,500.00**
Price After Rebate	**$51,770.00**
Doc Fee	**$130.75**
Total Taxes	**$4,268.46**
Amount Financed	**$56,169.21**

X _____
Customer Signature

X _____
Manager Signature

_____
Date

_____
Date

Please submit this worksheet to Management for its review. I understand that (i) this worksheet is neither an offer nor a contract and is not binding on the customer or the dealership, (ii) no offer to purchase any vehicle is binding until accepted in writing by an authorized Dealership Sales manager on a California State Motor Vehicle Purchase Contract form and (iii) Sales Consultant can not obligate or bind the customer or the dealership.

CALAVERAS COUNTY BOARD OF SUPERVISORS AGENDA SUBMITTAL

Short Name/Subject Traffic Order No. 333 – California Street, San Andreas	**Board Meeting Date** September 8, 2026	**Agenda Number**
Dept: Public Works **Contact:** Micah Martin **Phone:** (209) 754-6401	**Supervisorial District Number** District 1	Consent Agenda
Published Notice Required: No **Public Hearing Required:** No		**Estimated Time:** 0 Minutes
Type of Document: Traffic **PowerPoint Presentation Included:** No		

RECOMMENDATION:
(1) Adopt a Resolution approving Traffic Order No. 333, extending the one-way traffic pattern on California Street from its current northerly terminus to Pope Street in San Andreas; and (2) Find exempt from CEQA.

DISCUSSION/SUMMARY:
In 1989, through Traffic Order No. 226, the Calaveras County Board of Supervisors adopted Resolution No. 89-452, designating a portion of California Street as one-way. The existing one-way section begins at State Highway 49/St. Charles St and extends northeasterly for a distance of approximately 580 feet.

The Calaveras County Department of Public Works (DPW), in coordination with Caltrans, is preparing the San Andreas Safe Routes to School Project, focused on pedestrian and accessibility improvements in the vicinity of Pope Street, California Street and surrounding school routes. As part of this effort, DPW performed a traffic and engineering study prepared consistent with County Code §10.04.030, evaluating roadway width, pedestrian needs, on-street parking impacts and emergency access constraints. The study determined that California Street does not have sufficient width to accommodate a new sidewalk, two-way travel lanes, and on-street parking simultaneously. Due to the narrowness of the road, parked vehicles would block safe passage for emergency vehicles.

Because of these constraints, DPW recommends extending the existing one-way traffic pattern, limiting traffic on California Street to a southwest direction, from its current northeasterly terminus to Pope Street. Extending the one-way limit will allow for installation of pedestrian improvements, allow for on-street parking, maintain emergency access, and ensure safer movement for school users and individuals with disabilities.

This item was brought to the Board of Supervisors on August 11, 2026 and was pulled from the consent calendar for further discussion and reconsideration. Since then, DPW staff met on site with the property owners most affected by the proposed change in traffic circulation. Based on those discussions, the team concluded that traffic will increase through the public parking lot that connects Main Street and California Street near Neilsen Park. To accommodate the increase in traffic and improve functionality, the area will need to be improved to function as a true roadway, including upgrades that provide large delivery trucks with adequate turning radius. Additional enhancements will include redesigning the parking layout to meet all local ordinances and ADA accessibility requirements. These proposed improvements have no impact on the current request for one-way configuration. All improvements will be incorporated into the Project and completed on or before the overall project completion date. A separate item for accepting these improvements into the county-maintained road system will be brought forward at a future date.

Traffic Order No. 333 (Exhibit A) provides proposed signage location for the proposed one-way extension. In accordance with Section 10.04.040, no traffic order becomes effective until it has been adopted by resolution of the Board of Supervisors and appropriate signs, or pavement markings have been installed to provide notice of

the regulation to the traveling public.

CEQA ANALYSIS:
DPW evaluated the proposed action under CEQA and determined the project is categorically exempt under Guidelines Section 15301(c), which covers minor alterations to existing facilities including streets. Extending the one-way designation on an existing roadway to accommodate pedestrian facilities falls squarely within this exemption. No further review is required.

CODE COMPLIANCE:
Consistent with Section 10.04.020, Paragraph B of County Code, the County Road Commissioner may make traffic orders designating particular highways as one-way highways and requiring that all vehicles thereon be moved in one specific direction. Section 10.04.030 of County Code clarifies that every traffic order shall be based on a traffic and engineering survey and shall conform with accepted principles and practices of traffic engineering.

Consistent with these provisions of County Code, the Department of Public Works requests that the Board accept and adopt this traffic order, thereby authorizing implementation of the associated signing and striping improvements needed to place the regulation into effect.

FINANCING:
There is no impact to the County General Fund.

Funding necessary to complete this Traffic Order is included in the San Andreas Safe Routes to School Project and FY 2026-27 Department of Public Works budget.

ALTERNATIVES:
The Board may choose to do any of the following:

1. Adopt the resolution as recommended; or
2. Continue the item to another date for further consideration. This action is not recommended unless the Board specifically requests additional information which cannot be obtained during this meeting; or
3. Decline to adopt the Resolution.

BOARD OF SUPERVISORS, COUNTY OF CALAVERAS
STATE OF CALIFORNIA
September 8, 2026

Resolution No. **RESOLUTION APPROVING TRAFFIC ORDER NO. 333 DESIGNATING A PORTION OF CALIFORNIA STREETAS A ONE-WAY HIGHWAY**

WHEREAS, Traffic Order No. 333 attached hereto as Exhibit "A" has been presented to the Board of Supervisors pursuant to Chapter 10.04 of the Calaveras County Code; and

WHEREAS, pursuant to Paragraph (b), the Road Commissioner may designate any highway as a one-way highway and require that all vehicles be moved in one specified direction.

WHEREAS, pursuant to Traffic Order No. 226, Resolution 89-452, adopted on November 13, 1989, designates a portion of California Street as one-way. The one-way travel is limited to the southwesterly direction, beginning at State Highway 49/St. Charles St. and extending northeasterly for a distance of 580 feet.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors of the County of Calaveras, State of California, does hereby approve Traffic Order No. 333, which provides as follows:

Designating a portion of the following road as a one-way highway in the southwesterly direction: California Street (Road No. 750) extending from the point 580 feet from State Highway 49/St Charles St. to Pope Street.

EXHIBIT A

Traffic Order No: 333
Date: August 11, 2026

BOARD OF SUPERVISORS
COUNTY OF CALAVERAS

TRAFFIC ORDER DESIGNATING A PORTION OF CALIFORNIA STREET AS A ONE-WAY HIGHWAY

Pursuant to Title 10, Chapter 10.04, Section 10.04.020, of the Calaveras County Code, the County Road Commissioner[i] is authorized to make traffic orders establishing various traffic regulations. Specifically, Section 1.04.020B of the County Code states that the Road Commissioner may make a traffic order:

> *Designating particular highways as one-way highways and requiring that all vehicles thereon be moved in one specific direction.*

The Road Commissioner hereby declares:

> The current termination point of the one-way segment limiting traffic to a southwest direction, of California Street (Road No. 750), as identified in Traffic Order 226 (580 feet from State Highway 49/St. Charles Street), shall be extended northward to the northernmost segment of Pope Street. See Exhibit B for map.

This Order is made in accordance with Section 10.04.030 of the County Code as stated:

> Every Traffic Order made under Section 10.04.020 shall be based on a traffic and engineering survey (attached as Exhibit C) and shall conform with accepted principles and practices of traffic engineering.

This Traffic Order establishes the following traffic control devices:

1. A Do Not Enter sign (R5-1) placed facing south, governing northbound traffic, on California Street, approximately 20 feet north of its intersection with the southern leg of Pope Street.
2. A Do Not Enter sign (R5-1) placed facing south, governing northbound traffic, on California Street approximately 170 feet south of its intersection with the southern leg of Pope Street.
3. One Way Left Sign (R6-1L) placed facing east on California Street, on the west side of the road, approximately 40 feet north of its intersection with the southern leg of Pope Street.
4. One Way Right Sign (R6-1R) placed facing west on California Street, on the east side of the road, approximately at its intersection with the southern leg of Pope Street.

5. One Way Right Sign (R6-1R) placed facing west on California Street, on the east side of the road, approximately 170 feet south of its intersection with the southern leg of Pope Street.
6. Right Turn Only sign (R3-5R) placed facing west, governing eastbound traffic, on the south side of the southern leg of Pope Street at its intersection with California Street.
7. Right Turn Only sign (R3-5R) placed facing west, governing eastbound traffic, on the south side of the parking aisle of County-owned propert (APN 42-015-025) at its intersection with California Street.
8. Left Turn Only sign (R3-5L) placed facing east, governing westbound traffic, on the north side of the parking aisle of privately-owned property on 182 California Street (APN 42-022-004) at its intersection with California Street.

This Order shall become effective after adoption by Resolution of the Board of Supervisors and appropriate signage has been placed.

_____

Micah Martin, Director of Transportation
Department of Public Works

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[i] The office of the County Road Commissioner has been abolished and the duties transferred to the Director of Transportation per Calaveras County Code §2.36.050.

Note: SR 49 has a posted speed limit of 30 MPH along the study area.

Study Intersection

Proposed Conversion to One-Way Southbound

Stop Sign

15 MPH School Zone

25 MPH School Zone

25 MPH

Number of Lanes

1 Lane

2 Lanes

3 Lanes

FIGURE 1

Roadway Network

Fehr & Peers

G:\GIS\RS\RS254453_Calaveras_Pope_St_Safe_One_Way_Conversion\RS254453_Calaveras_Pope_St_Safe_One_Way_Conversion.aprx

Fehr & Peers

Memo

Date: February 20, 2026

To: Pamela Dalcin-Walling, PE – Dokken Engineering

From: David Manciati, TE – Fehr & Peers

Subject: Traffic Assessment for One-Way Conversion of California Street South of Pope Street in San Andreas, CA

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1. Introduction

This memorandum summarizes a traffic operations analysis for the proposed one-way conversion of California Street in unincorporated San Andreas within Calaveras County, California. The conversion is being proposed pursuant to implementation of the "core project" of the *San Andreas Pope Street and Safe Routes to School Gap Fill Plan* (Green DOT Transportation Solutions, August 2020). This plan proposes multi-use paths along various streets in the vicinity of San Andreas Elementary School to provide a safer and more comfortable walking environment, including on California Street.

California Street currently operates as a bi-directional two-lane road between Lewis Avenue and the Neilsen Park parking lot, before transitioning to a single one-way southbound travel lane south of the parking lot. The project analyzed in this study would extend the one-way southbound operation of California Street to include the section between the Neilsen Park parking lot and Pope Street. If implemented, the project would result in a single one-way southbound travel lane on California Street from Pope Street in the north to State Route (SR) 49 in the south.

The remainder of this memorandum documents the study methodology, data collection, existing conditions, use of Big Data, traffic redistribution under "plus project" conditions, and intersection Level of Service (LOS) to document congestion effects of the proposed conversion.

2. Methodology

2.1 Study Area & Scenarios

The study area includes the following eight intersections based on coordination with County staff and the potential for the one-way conversion to divert traffic.

1. California Street / Lewis Avenue
2. California Street / Pope Street (east)
3. California Street / Pope Street (west)
4. California Street / Nielsen Park Parking Lot Access
5. California Street / SR 49

6. Main Street / Lewis Avenue
7. Main Street / Pope Street
8. Main Street / Nielsen Park Parking Lot Access

Figure 1 shows the study area roadway network, including study intersections, existing traffic controls, posted speed limits, and number of lanes. It was determined that the study intersections should be analyzed for weekday morning and after-school peak hour conditions, corresponding to San Andreas Elementary School start and end times.

The following scenarios are analyzed in this study:

- Existing Conditions – represents roadway network and traffic conditions in January 2026.
- Existing Plus Project Conditions – represents existing conditions with the diversion of traffic resulting from the proposed one-way conversion on California Street.

A cumulative analysis was not conducted per direction received from the project team. The *Calaveras County Housing Element 2019-2027* (adopted September 2019) uses California Department of Finance projections that show the County's population is expected to grow by a total of 5.1 percent from 2025 to 2045.[1] Additionally, the *Calaveras County General Plan Circulation Element* (July 2019) identified roadway expansion improvements to serve forecasted growth in the County through 2035. The nearest identified project is located approximately one-half mile north of the study area on SR 49.

2.2 Intersections

Study intersections were analyzed using the concept of LOS. LOS is a qualitative measure of traffic operating conditions whereby a letter grade, from A (the best) to F (the worst), is assigned. These grades represent the perspective of drivers and are an indication of the comfort and convenience associated with driving. In general, LOS A represents free-flow conditions with no congestion, and LOS F represents long delays and a facility that is operating at or near its functional capacity.

For all-way stop-controlled intersections, LOS is based on the average delay experienced by all vehicles passing through the intersection. For side-street stop-controlled intersections, LOS is evaluated separately for each individual movement with delay reported for the critical (i.e., worst case) turning movement. **Table 1** displays the delay range associated with each LOS category for unsignalized intersections based on the Highway Capacity Manual (HCM).

Traffic operations at the study intersections were analyzed using procedures contained in the *Highway Capacity Manual, 7th Edition* (Transportation Research Board, 2022). These methodologies were applied using Cubic-Trafficware's Synchro 12 software program, which considers vehicle volumes, lane configurations, pedestrian volumes, heavy vehicle percentages, grades, and other pertinent parameters of intersection operations. Given the uneven terrain on study roadways, intersection approach grades were estimated using the elevation profile tool in Google Earth Pro.

[1] The latest data from the California Department of Finance shows that the population of Calaveras County decreased from 45,253 to 44,436 between 2020 and 2024, representing a 1.8% decrease in population. Source: https://dof.ca.gov/forecasting/demographics/projections/

Table 1. Level of Service Criteria – Unsignalized Intersections

Level of Service	Average Control Delay (seconds/vehicle) [1]	Description [2]
A	<10.0	Free-flow travel with an excellent level of comfort and convenience and the freedom to maneuver.
B	10.0 to <15.0	Stable operating conditions. The presence of other road users causes a noticeable, though slight, reduction in comfort, convenience, and maneuvering freedom.
C	15.0 to <25.0	Stable operating conditions. The operation of individual users is significantly affected by the interaction with others in the traffic stream.
D	25.0 to <35.0	High-density, but stable flow. Users experience severe restriction in speed and freedom to maneuver, with poor levels of comfort and convenience.
E	35.0 to <50.0	At or near capacity. Speeds are reduced to a low but relatively uniform value. Freedom to maneuver is difficult. Unstable operation is frequent, and minor disturbances in traffic flow can cause breakdown conditions.
F	>50.0	Forced or breakdown conditions. Volume of traffic exceeds capacity of the roadway. Long queues can form behind these bottleneck points with queued traffic traveling in a stop-and-go fashion.

Notes: [1] Control delay includes initial deceleration delay, queue move-up time, stopped delay, and acceleration delay based on Highway Capacity Manual, 7th Edition (Transportation Research Board, 2022).
[2] See *Calaveras County General Plan Circulation Element* (July 2019) for full descriptions.
Source: Fehr & Peers, 2026.

2.3 Regulatory Setting

2.3.1 Calaveras County

The *Calaveras County General Plan Circulation Element* contains various transportation-related goals and policies. Those relevant to this study are listed below.

Goal C-1 *A balanced circulation system that provides for the safe and efficient movement of people and goods while maintaining the county's rural and historic character.*

Policy C 1.2 *New construction or improvements to transportation facilities shall be located, constructed, and maintained in a safe and efficient manner compatible with the environment and that allows, to the extent practicable, preservation of existing historical and/or productive resources.*

Policy C 1.4 *Cooperate with the Calaveras Council of Governments and Caltrans on the development and maintenance of the regional transportation system.*

Policy C 1.7 *Safety shall be the primary factor in prioritizing circulation system improvements and evaluating the ability of the County-maintained roadway system to accommodate traffic growth from new development.*

Policy C 1.9 *Consider context sensitive designs, i.e., designs appropriate for the unique characteristics of the community in which it is located, for planned circulation improvements, which are intended to preserve the rural character and historic resources of communities in the County. Alternative designs shall be in accordance with standards adopted or accepted by Caltrans or the County intended to provide a safe and efficient transportation system.*

Goal C-2 *A roadway system that provides safe and efficient access and mobility for Calaveras residents, visitors and businesses and adequately serves existing and planned land uses.*

Policy C 2.2 *Road impacts created by new development shall not reduce the minimum [LOS] below D for roadways and intersections in Community Areas… and in the City of Angels Camp or below LOS C on County-maintained roadways outside of Community Areas, except as specified below where LOS D is acceptable, assuming that roadway safety is addressed consistent with Policy CIR 2.1.*

- *SR 26 from the San Joaquin County line to Silver Rapids Road*

Additional exceptions to this policy may be allowed by the Board of Supervisors on a case-by-case basis, for roadways outside of the City of Angels Camp, where reducing the level of service would result in a clear public benefit in furtherance of public health, safety, and welfare. Exceptions to the LOS standards may include, but are not limited to, the following circumstances:

- *Improvements necessary to achieve the LOS standard result in significant impacts to a unique historical resource or adversely impact areas of historic significance,*
- *Improvements necessary to achieve the LOS standard result in impacts to a sensitive environmental area, or*
- *Improvements necessary to achieve the LOS standard would prohibit or significantly impair the County's implementation of bicycle and pedestrian facilities.*

The *Calaveras County General Plan Community Planning Element* (September 2020) refines the planning goals and policies for each community while integrating each into the overall vision and goals of the *General Plan*. The San Andreas Community Plan contains the following policies specific to circulation.

Policy CPSA 2.1 *Support the completion of a complete sidewalk system to facilitate pedestrian circulation within the community and provide safe access to schools.*

Policy CPSA 2.2 *Work with Caltrans and the Calaveras Council of Governments to facilitate planning and construction of improvements to improve the intersection of Mountain Ranch Road and State Route 49 and access to the Government Center and to resolve circulation conflicts between through traffic on St. Charles Street, local traffic and business needs, and pedestrian and bicycle circulation.*

Based on the above, LOS D is the operating standard for study intersections #1-4 and #6-8. However, an exception to this standard may be granted if the County deems that improvements necessary to achieve LOS D would prohibit or significantly impair the County's implementation of bicycle and pedestrian facilities, such as those planned in the *San Andreas Pope Street and Safe Routes to School Gap Fill Plan*.

2.3.2 Caltrans

Caltrans' *State Route 49 Transportation Concept Report* (2013) identifies future roadway improvements and LOS targets for SR 49 over a 20-year planning horizon. For SR 49 within the study area, the 20-Year Future (i.e., 2030) LOS is specified as LOS E and the 20-Year Concept LOS is specified as LOS C based on a 4-lane expressway Concept Facility. Therefore, LOS C is considered the operating standard for study intersection #5. It should be noted that the *Transportation Concept Report* analysis reflects a then-projection that the population of Calaveras County would grow from 45,578 in 2010 to 64,572 in 2030. As stated in Footnote 1 of this memorandum, the 2024 population of Calaveras County is estimated at 44,436, per the California Department of Finance.

3. Data Collection

3.1 Traffic Counts

Intersection turn movement counts were collected on Thursday, January 15, 2026, during the AM (7 to 9) and after-school (1:30 to 4) periods at all study locations.[2] These time periods include the 7:58 AM start time and 1:59 PM end time[3] at San Andreas Elementary School. Weather conditions were dry at the time and traffic counts included passenger vehicles, heavy vehicles, bicyclists, and pedestrians.

Overall, the morning peak hour of the study area occurred from 7:30 to 8:30 AM, while the after-school peak hour occurred from 1:30 to 2:30 PM. **Table 2** summarizes key traffic characteristics observed during the study area peak hours. The peak hour factor and heavy vehicle percentages are displayed for the study area excluding intersection #5. At this intersection (i.e., California Street/SR 49), the peak hour factor and heavy vehicle percentage were calculated separately due to the much larger traffic volumes present on SR 49 compared to the rest of the study intersections.

As shown in Table 2, the peak hour factor in the study area (excluding intersection #5) was 0.76 in the AM peak hour and 0.72 in the after-school peak hour. This indicates "peaky" travel conditions consistent with traffic operations near schools, where surges in pick-up/drop-off activity typically occur near school start/end times. Morning field observations conducted on the day of the traffic counts showed that drop-off vehicles spilled out of the school loading area onto Lewis Avenue and temporarily blocked eastbound travel. This condition occurred periodically between 7:40 and 8:05 AM, and consistently for about 5 minutes prior to the final school bell at 8 AM. The spillback occasionally affected traffic operations at the California Street/Lewis Avenue intersection, though it was noted that the eastbound traffic stream often left gaps for southbound through and northbound

[2] The initial scope of work indicated that traffic counts would be collected from 2 to 4 PM in the afternoon. This study period was amended to include the 30 minutes prior to the final bell at San Andreas Elementary School.

[3] It should be noted that the transitional kindergarten class at San Andreas Elementary School is dismissed at 12 PM. However, this class represents only 20 out of 354 total students during the 2024-2025 school year. Kindergarten and Grades 1 through 6 are dismissed at 1:59 PM. Additionally, there is an on-site preschool with 16 children that runs from 7:45 to 11:45 AM.

left-turning motorists to complete their movements at the intersection, as well as for pedestrians to use the east-leg crosswalk. The maximum observed vehicle queue for eastbound Lewis Avenue at California Street was 75 feet[4] and the maximum observed queue for northbound California street was also 75 feet. No such spillback was observed during the after-school peak hour.

Pedestrian traffic varied by intersection, with the greatest number of pedestrian crossings occurring at study intersections adjacent to the elementary school. At the California Street/Lewis Avenue intersection, 31 morning and 57 after-school peak hour pedestrians used the marked crosswalk on the east leg. Most of these pedestrians were observed to travel to or from the south on California Street. At Main Street/Lewis Avenue, 17 pedestrians used the north leg crosswalk during the AM peak hour, while 33 crossed during the after-school peak hour.

Table 2. Summary of Peak Hour Traffic Data [1]

Study Intersection	Peak Hour Factor [2]	Heavy Vehicle Percentage	Bicyclists	Pedestrian Crossings
AM Peak Hour (7:30-8:30 AM)				
1. California St. / Lewis Ave.	0.76	3%	0	33
2. California St. / Pope St. (East)			0	2
3. California St. / Pope St. (West)			0	0
4. California St. / Neilsen Park Access			0	4
5. SR 49 / California St.	0.83	5%	0	10
6. Main St. / Lewis Ave.	0.76	3%	0	17
7. Main St. / Pope St. (West)			0	17
8. Main St. / Nielsen Park Access			0	6
After-School Peak Hour (1:30-2:30 PM)				
1. California St. / Lewis Ave.	0.72	3%	1	68
2. California St. / Pope St. (East)			2	4
3. California St. / Pope St. (West)			2	0
4. California St. / Neilsen Park Access			1	4
5. SR 49 / California St.	0.96	4%	1	12
6. Main St. / Lewis Ave.	0.72	3%	1	33
7. Main St. / Pope St. (West)			0	13
8. Main St. / Nielsen Park Access			0	1

Notes: [1] Based on data collected on Thursday, January 15, 2026.
[2] Peak hour factor (PHF) is a measure of traffic "peakiness" across the peak hour. A PHF of 1.0 indicates traffic is evenly distributed across each 15-minute interval during the peak hour. On the other end of the spectrum, a PHF of 0.25 indicates that all peak hour traffic arrives during a single 15-minute interval.
Source: Fehr & Peers, 2026.

[4] Based on field observations, eastbound motorists were blocked at the California Street/Lewis Avenue intersection for 50 continuous seconds at 7:41 AM, resulting in the maximum eastbound queue observed.

Figure 2 displays existing peak hour traffic volumes, lane configurations, and traffic controls at each of the study intersections.

3.2 Replica Data

This study harnesses "Big data" from Replica to inform the redistribution of existing trips in the study area that would result from the proposed one-way conversion of California Street. Replica integrates extensive and varied data sources to construct robust seasonal mobility models. These include anonymized mobile location data collected from smartphone applications, detailed transit ridership records obtained from public transportation agencies, vehicular data gathered through highway sensors and Automatic Traffic Recorders, and comprehensive demographic and socioeconomic data from authoritative sources such as the U.S. Census Bureau and ACS. The models represent average conditions over multiple weeks or months to characterize typical travel patterns and limit the influence of single-day anomalies or atypical events. In short, Replica data provides a near-real-time snapshot of travel patterns and has been used by regional agencies to better understand origin-destination distributions and broader travel trends.

Replica trip data represents the modeled output for a typical Thursday or Saturday during each season. In this study, data from a typical Thursday in Spring 2025, Fall 2024, and Spring 2024 were used, representing the latest available data from Replica. Key takeaways from this data collection are summarized in section 5 of this memorandum.

4. Existing Conditions

Intersection traffic operations were analyzed for the 8 study intersections. **Table 3** displays peak hour LOS under existing conditions. See the attachment to this memorandum for technical calculations. All study intersections operate at LOS C or better during both the morning and after-school peak hours, which is acceptable.

Table 3. Peak Hour Intersection Operations – Existing Conditions

Study Intersection	Jurisdiction	Control	LOS/Delay (Worst Movement) [1]	
			AM	After-School
1. California St. / Lewis Ave.	Calaveras County	SSSC	B / 11 (NB)	A / 10 (NB)
2. California St. / Pope St. (East)			A / 10 (WBL)	A / 9 (WBL)
3. California St. / Pope St. (West)			A / 9 (EB)	A / 9 (EB)
4. California St. / Neilsen Park Access			A / 9 (EB)	A / 9 (EB)
5. SR 49 / California St.	Caltrans		C / 19 (SB)	C / 15 (SB)
6. Main St. / Lewis Ave.	Calaveras County		B / 10 (WB)	A / 10 (WB)
7. Main St. / Pope St. (West)			B / 11 (WB)	A / 10 (WB)
8. Main St. / Nielsen Park Access			B / 10 (WB)	B / 10 (WB)

Notes: SSSC = Side-Street Stop Controlled.
[1] For side-street stop controlled intersections, level of service and delay for the worst movement are reported with the movement listed in parentheses. Delay is reported in seconds per vehicle.
Source: Fehr & Peers, 2026.

5. Existing Plus Project Conditions

5.1 Traffic Redistribution

"Select link" assessments were extracted from Replica showing the origin/destination of trips using the following road segments:

- California Street – Pope Street (west) to Pope Street (east)
- California Street – Neilsen Park parking lot access to Pope Street (west)
- Pope Street – Main Street to California Street

The following are key takeaways from the select link assessments:

- Motorists on northbound Main Street that use either Pope Street (west) or the Neilsen Park access to shift over to California Street overwhelmingly proceed to turn right onto eastbound Pope Street (east). This is consistent with field observations and traffic counts at the California Street/Pope Street (east) intersection.
- Of the motorists using Pope Street (west) to access eastbound Pope Street (east), about 78% originate from SR 49 west of Main Street. About 70% are trips destined to the surrounding residential neighborhood while 30% are headed to destinations east of the Lewis Avenue/Pope Street intersection.
- The Replica data did not appear to be sensitive to the split of traffic using Pope Street (west) versus the Neilsen Park access to cut over to northbound California Street. The traffic count data suggests that Pope Street (west) is a more popular option, as the AM peak hour shows 1 eastbound right-turning vehicle at the Neilsen Park access versus 33 eastbound right-turning vehicles at Pope Street (west). The after-school peak hour shows a similar trend (5 versus 33 eastbound right-turning vehicles).
- A small portion (up to 3%) of southbound motorists on Main Street use Pope Street (west)—instead of Lewis Avenue—to access Pope Street (east). About two-thirds of these motorists come from Pixley Avenue and the remainder from further north on Main Street. This is counterintuitive but may reflect the desire of a small number of motorists to avoid school-related operations on Lewis Avenue in the morning and after-school peak hours.

Using insights gained from Replica, field observations, and count data, Fehr & Peers developed existing plus project conditions traffic volume estimates for the study intersections. These forecasts reflect the redistribution of existing trips that would be impacted by the proposed one-way conversion on California Street. **Figure 3** displays peak hour traffic volumes, lane configurations, and traffic controls at each of the study intersections under existing plus project conditions.

5.2 Intersection Operations

Intersection traffic operations were re-analyzed for the 8 study intersections. **Table 4** displays peak hour LOS under existing plus project conditions. See the attachment to this memorandum for technical calculations. As shown, some intersections would degrade from LOS A to LOS B with implementation of one-way southbound travel on California Street between Pope Street (east) and the Nielsen Park access. However, all study intersections would continue to operate at LOS C or better during both the morning and after-school peak hours, which is acceptable.

Table 4. Peak Hour Intersection Operations – Existing Plus Project Conditions

Study Intersection	Jurisdiction	Control	LOS/Delay (Worst Movement) [1]			
			Existing		Existing Plus Project	
			AM	After-School	AM	After-School
1. California St. / Lewis Ave.	Calaveras County	SSSC	B / 11 (NB)	A / 10 (NB)	B / 11 (NB)	B / 10 (NB)
2. California St. / Pope St. (East)			A / 10 (WBL)	A / 9 (WBL)	B / 10 (WBL)	A / 10 (WBL)
3. California St. / Pope St. (West)			A / 9 (EB)	A / 9 (EB)	A / 9 (EB)	A / 9 (EB)
4. California St. / Neilsen Park Access			A / 9 (EB)	A / 9 (EB)	A / 9 (WB)	A / 9 (WB)
5. SR 49 / California St.	Caltrans		C / 19 (SB)	C / 15 (SB)	C / 20 (SB)	C / 16 (SB)
6. Main St. / Lewis Ave.	Calaveras County		B / 10 (WB)	A / 10 (WB)	B / 10 (WB)	A / 10 (WB)
7. Main St. / Pope St. (West)			B / 11 (WB)	A / 10 (WB)	B / 11 (WB)	B / 10 (WB)
8. Main St. / Nielsen Park Access			B / 10 (WB)	B / 10 (WB)	B / 10 (WB)	A / 10 (WB)

Notes: SSSC = Side-Street Stop Controlled.
[1] For side-street stop controlled intersections, level of service and delay for the worst movement are reported with the movement listed in parentheses. Delay is reported in seconds per vehicle.
Source: Fehr & Peers, 2026.

6. Summary of Results

The following are key takeaways from the traffic assessment of the proposed one-way conversion:

- Except for intersection #5, study area traffic volumes are generally modest during the AM and after-school peak hours, with total intersection volumes ranging from 59 to 379 vehicles. In contrast, travel on SR 49 is substantial, with 1,119 vehicles traveling through the SR 49/California Street intersection during the AM peak hour and 1,151 during the after-school peak hour.
- All study intersections operate at LOS C or better during the study peak hours under existing conditions, which is acceptable.
- The proposed one-way conversion on California Street would result in the redistribution of 43 AM peak hour and 44 after-school peak hour vehicles. The majority of these would travel northbound on Main Street, perform a right-turn to eastbound Lewis Avenue, and either continue eastbound or turn right on California Street to then turn left onto eastbound Pope Street (east).
- The effect of the redistribution on delay at the study intersections ranges from an increase of 0 to 1 seconds (for the worst movements). All study intersections would continue to operate at LOS C or better during the study peak hours under existing plus project conditions, which is acceptable.

Note: SR 49 has a posted speed limit of 30 MPH along the study area.

Study Intersection

Proposed Conversion to One-Way Southbound

Stop Sign

15 MPH School Zone

25 MPH School Zone

25 MPH

Number of Lanes

1 Lane

2 Lanes

3 Lanes

FIGURE 1

Roadway Network

Fehr & Peers

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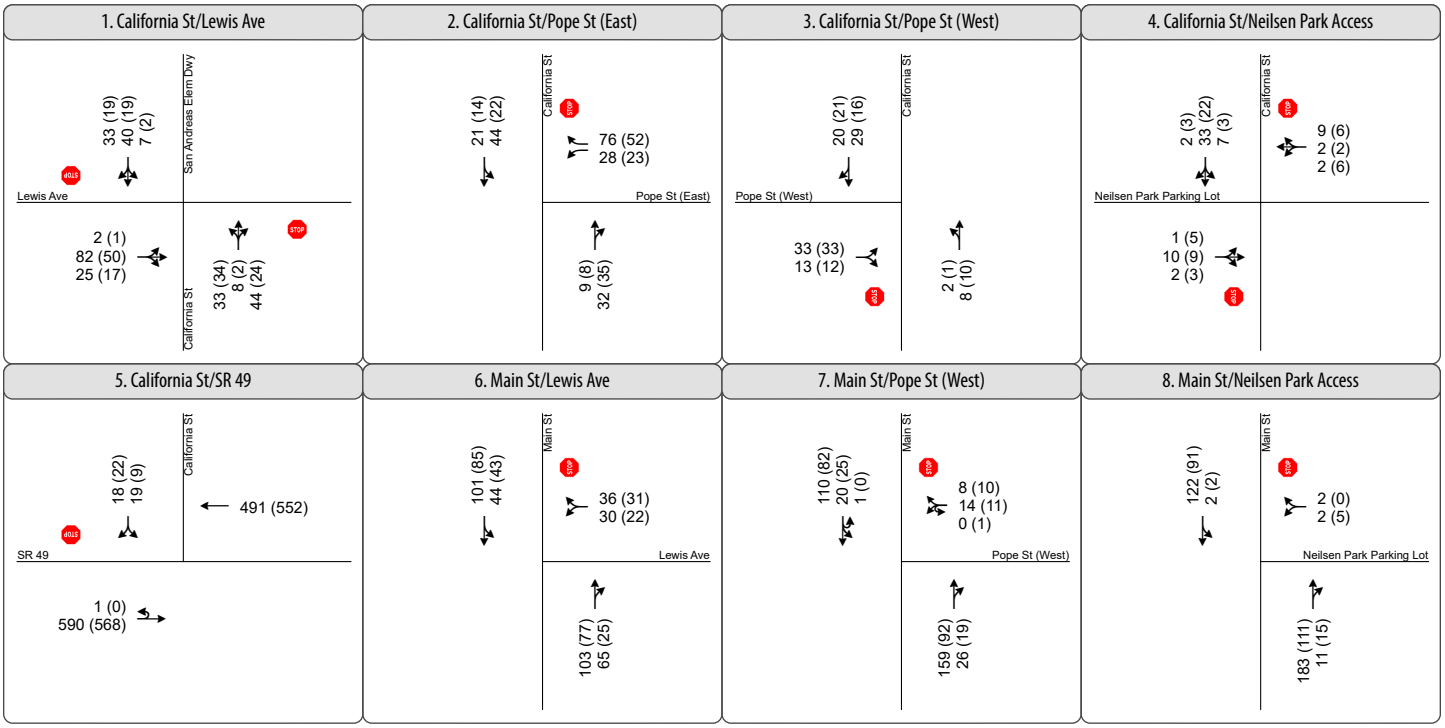

Turn Lane

AM (After-School PM) Peak Hour Traffic Volume

Stop Sign

Study Intersection

One-Way Road

Park

School

FIGURE 2

Peak Hour Traffic Volume & Lane Configurations – Existing Conditions

Fehr & Peers

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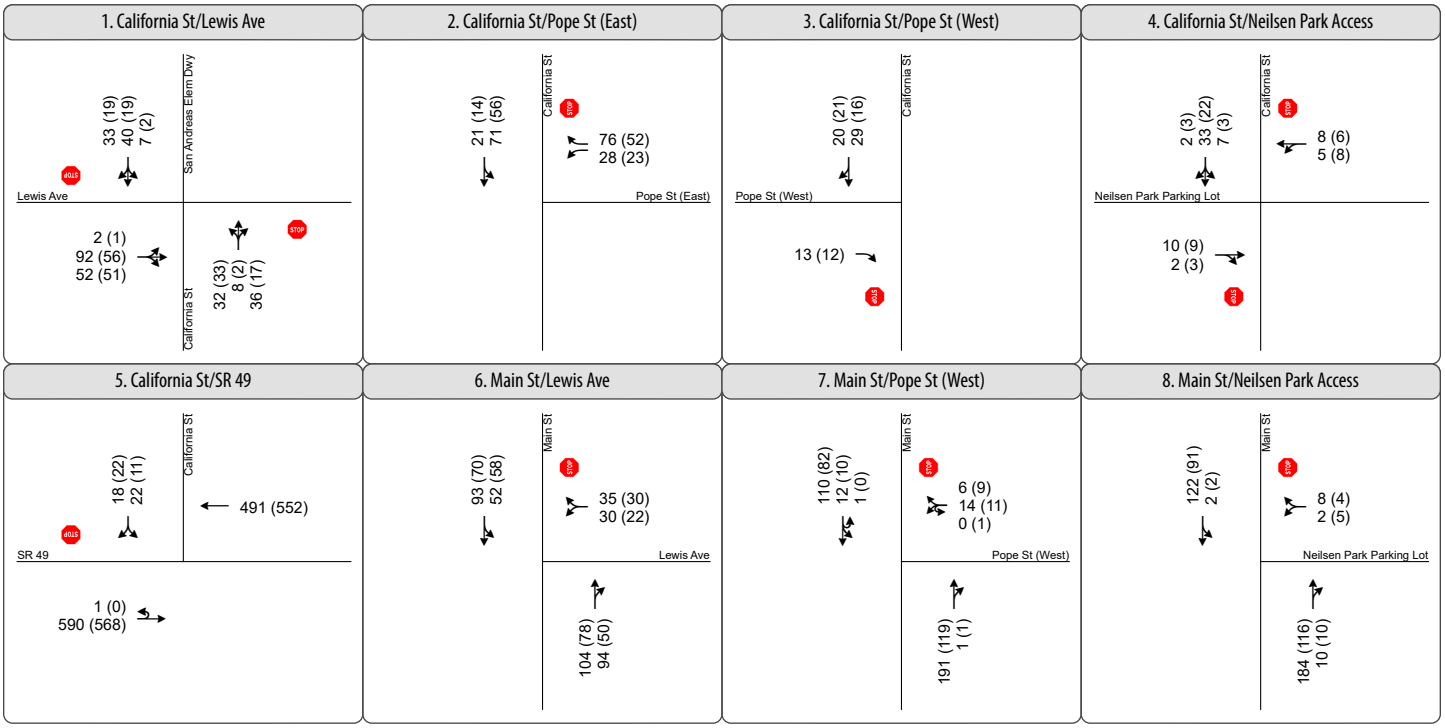

Turn Lane

AM (After-School PM) Peak Hour Traffic Volume

Stop Sign

Study Intersection

One-Way Road

Park

School

FIGURE 3

Peak Hour Traffic Volume & Lane Configurations – Existing Plus Project Conditions

Fehr & Peers

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Intersection	
Int Delay, s/veh	6.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	2	82	25	0	0	0	33	8	44	7	40	33
Future Vol, veh/h	2	82	25	0	0	0	33	8	44	7	40	33
Conflicting Peds, #/hr	0	0	0	0	0	2	0	0	31	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	11	-	-	-8	-	-	7	-	-	-8	-
Peak Hour Factor	76	76	76	76	76	76	76	76	76	76	76	76
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	3	108	33	0	0	0	43	11	58	9	53	43

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	3	0	0	141	0	0	157	133	155	153	149	3
Stage 1	-	-	-	-	-	-	130	130	-	3	3	-
Stage 2	-	-	-	-	-	-	28	3	-	149	146	-
Critical Hdwy	4.13	-	-	4.13	-	-	8.53	7.93	6.93	5.53	4.93	5.43
Critical Hdwy Stg 1	-	-	-	-	-	-	7.53	6.93	-	4.53	3.93	-
Critical Hdwy Stg 2	-	-	-	-	-	-	7.53	6.93	-	4.53	3.93	-
Follow-up Hdwy	2.227	-	-	2.227	-	-	3.527	4.027	3.327	3.527	4.027	3.327
Pot Cap-1 Maneuver	1612	-	-	1436	-	-	759	718	861	869	791	1078
Stage 1	-	-	-	-	-	-	829	748	-	1018	892	-
Stage 2	-	-	-	-	-	-	976	890	-	909	826	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1609	-	-	1436	-	-	678	715	836	771	788	1076
Mov Cap-2 Maneuver	-	-	-	-	-	-	678	715	-	771	788	-
Stage 1	-	-	-	-	-	-	827	747	-	1016	891	-
Stage 2	-	-	-	-	-	-	882	888	-	808	825	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	0.13	0	10.59	9.62
HCM LOS			B	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	756	32	-	-	1436	-	-	884
HCM Lane V/C Ratio	0.148	0.002	-	-	-	-	-	0.119
HCM Ctrl Dly (s/v)	10.6	7.2	0	-	0	-	-	9.6
HCM Lane LOS	B	A	A	-	A	-	-	A
HCM 95th %tile Q(veh)	0.5	0	-	-	0	-	-	0.4

Intersection	
Int Delay, s/veh	6.1

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	28	76	9	32	44	21
Future Vol, veh/h	28	76	9	32	44	21
Conflicting Peds, #/hr	0	0	0	2	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	Stop	-	None	-	None
Storage Length	0	25	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	6	-	-	-10
Peak Hour Factor	76	76	76	76	76	76
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	37	100	12	42	58	28

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	178	35	0	0	56	0
Stage 1	35	-	-	-	-	-
Stage 2	143	-	-	-	-	-
Critical Hdwy	6.43	6.23	-	-	4.13	-
Critical Hdwy Stg 1	5.43	-	-	-	-	-
Critical Hdwy Stg 2	5.43	-	-	-	-	-
Follow-up Hdwy	3.527	3.327	-	-	2.227	-
Pot Cap-1 Maneuver	809	1035	-	-	1542	-
Stage 1	985	-	-	-	-	-
Stage 2	881	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	777	1033	-	-	1539	-
Mov Cap-2 Maneuver	777	-	-	-	-	-
Stage 1	983	-	-	-	-	-
Stage 2	848	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	9.13	0	5.03
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	777	1033	1218	-
HCM Lane V/C Ratio	-	-	0.047	0.097	0.038	-
HCM Ctrl Dly (s/v)	-	-	9.9	8.9	7.4	0
HCM Lane LOS	-	-	A	A	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0.3	0.1	-

Intersection	
Int Delay, s/veh	4.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	33	13	2	8	29	20
Future Vol, veh/h	33	13	2	8	29	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	7	-7	-
Peak Hour Factor	76	76	76	76	76	76
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	43	17	3	11	38	26

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	67	51	64	0	-	0
Stage 1	51	-	-	-	-	-
Stage 2	16	-	-	-	-	-
Critical Hdwy	6.43	6.23	4.13	-	-	-
Critical Hdwy Stg 1	5.43	-	-	-	-	-
Critical Hdwy Stg 2	5.43	-	-	-	-	-
Follow-up Hdwy	3.527	3.327	2.227	-	-	-
Pot Cap-1 Maneuver	935	1014	1531	-	-	-
Stage 1	969	-	-	-	-	-
Stage 2	1004	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	934	1014	1531	-	-	-
Mov Cap-2 Maneuver	934	-	-	-	-	-
Stage 1	967	-	-	-	-	-
Stage 2	1004	-	-	-	-	-

Approach	EB	NB	SB
HCM Ctrl Dly, s/v	9.02	1.47	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	360	-	955	-	-
HCM Lane V/C Ratio	0.002	-	0.063	-	-
HCM Ctrl Dly (s/v)	7.4	0	9	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0.2	-	-

Intersection	
Int Delay, s/veh	4.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	1	10	2	2	2	9	0	0	0	7	33	2
Future Vol, veh/h	1	10	2	2	2	9	0	0	0	7	33	2
Conflicting Peds, #/hr	0	0	0	0	0	1	0	0	3	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	-4	-	-	0	-	-	-15	-	-	-4	-
Peak Hour Factor	76	76	76	76	76	76	76	76	76	76	76	76
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	1	13	3	3	3	12	0	0	0	9	43	3

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	65	66	45	71	67	4	46	0	0	3	0	0
Stage 1	63	63	-	3	3	-	-	-	-	-	-	-
Stage 2	2	3	-	68	64	-	-	-	-	-	-	-
Critical Hdwy	6.33	5.73	5.83	7.13	6.53	6.23	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	5.33	4.73	-	6.13	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	5.33	4.73	-	6.13	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.527	4.027	3.327	3.527	4.027	3.327	2.227	-	-	2.227	-	-
Pot Cap-1 Maneuver	939	835	1027	917	821	1077	1555	-	-	1612	-	-
Stage 1	959	852	-	1017	891	-	-	-	-	-	-	-
Stage 2	1018	892	-	939	839	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	920	827	1027	893	814	1072	1555	-	-	1608	-	-
Mov Cap-2 Maneuver	920	827	-	893	814	-	-	-	-	-	-	-
Stage 1	953	847	-	1014	889	-	-	-	-	-	-	-
Stage 2	1003	889	-	917	834	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	9.27	8.69	0	1.21
HCM LOS	A	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1555	-	-	860	993	297	-	-
HCM Lane V/C Ratio	-	-	-	0.02	0.017	0.006	-	-
HCM Ctrl Dly (s/v)	0	-	-	9.3	8.7	7.3	0	-
HCM Lane LOS	A	-	-	A	A	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0.1	0	-	-

Intersection	
Int Delay, s/veh	0.6

Movement	EBU	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations			↑	↑		⋔	
Traffic Vol, veh/h	1	0	590	491	0	19	18
Future Vol, veh/h	1	0	590	491	0	19	18
Conflicting Peds, #/hr	0	0	0	0	7	0	3
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0	-
Veh in Median Storage, #	-	-	0	0	-	1	-
Grade, %	-	-	3	0	-	7	-
Peak Hour Factor	83	83	83	83	83	83	83
Heavy Vehicles, %	5	5	5	5	5	5	5
Mvmt Flow	1	0	711	592	0	23	22

Major/Minor	Major1			Major2		Minor2	
Conflicting Flow All	-	-	0	-	0	1302	595
Stage 1	-	-	-	-	-	592	-
Stage 2	-	-	-	-	-	711	-
Critical Hdwy	-	-	-	-	-	7.85	6.95
Critical Hdwy Stg 1	-	-	-	-	-	6.85	-
Critical Hdwy Stg 2	-	-	-	-	-	6.85	-
Follow-up Hdwy	-	-	-	-	-	3.545	3.345
Pot Cap-1 Maneuver	-	0	-	-	0	105	444
Stage 1	-	0	-	-	0	435	-
Stage 2	-	0	-	-	0	365	-
Platoon blocked, %			-	-			
Mov Cap-1 Maneuver	~ -1	-	-	-	-	105	443
Mov Cap-2 Maneuver	-	-	-	-	-	229	-
Stage 1	-	-	-	-	-	435	-
Stage 2	-	-	-	-	-	365	-

Approach	EB	WB	SB
HCM Ctrl Dly, s/v		0	19.13
HCM LOS			C

Minor Lane/Major Mvmt	EBT	WBT	SBLn1
Capacity (veh/h)	-	-	299
HCM Lane V/C Ratio	-	-	0.149
HCM Ctrl Dly (s/v)	-	-	19.1
HCM Lane LOS	-	-	C
HCM 95th %tile Q(veh)	-	-	0.5

Notes

~: Volume exceeds capacity $: Delay exceeds 300s
+: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	2.7

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	30	36	103	65	44	101
Future Vol, veh/h	30	36	103	65	44	101
Conflicting Peds, #/hr	0	17	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	-11	-	3	-	-	-5
Peak Hour Factor	76	76	76	76	76	76
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	39	47	136	86	58	133

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	427	195	0	0	221	0
Stage 1	178	-	-	-	-	-
Stage 2	249	-	-	-	-	-
Critical Hdwy	4.23	5.13	-	-	4.13	-
Critical Hdwy Stg 1	3.23	-	-	-	-	-
Critical Hdwy Stg 2	3.23	-	-	-	-	-
Follow-up Hdwy	3.527	3.327	-	-	2.227	-
Pot Cap-1 Maneuver	756	895	-	-	1342	-
Stage 1	948	-	-	-	-	-
Stage 2	920	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	721	881	-	-	1342	-
Mov Cap-2 Maneuver	721	-	-	-	-	-
Stage 1	948	-	-	-	-	-
Stage 2	877	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	10.05	0	2.37
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	800	546	-
HCM Lane V/C Ratio	-	-	0.109	0.043	-
HCM Ctrl Dly (s/v)	-	-	10	7.8	0
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.4	0.1	-

Intersection	
Int Delay, s/veh	0.7

Movement	WBL	WBR	NBT	NBR	SBU	SBL	SBT
Lane Configurations							
Traffic Vol, veh/h	14	8	159	26	1	20	110
Future Vol, veh/h	14	8	159	26	1	20	110
Conflicting Peds, #/hr	0	11	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	-	None
Storage Length	0	-	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	-	0
Grade, %	0	-	4	-	-	-	-7
Peak Hour Factor	76	76	76	76	76	76	76
Heavy Vehicles, %	3	3	3	3	3	3	3
Mvmt Flow	18	11	209	34	1	26	145

Major/Minor	Minor1		Major1		Major2		
Conflicting Flow All	424	237	0	0	-	243	0
Stage 1	226	-	-	-	-	-	-
Stage 2	197	-	-	-	-	-	-
Critical Hdwy	6.43	6.23	-	-	-	4.13	-
Critical Hdwy Stg 1	5.43	-	-	-	-	-	-
Critical Hdwy Stg 2	5.43	-	-	-	-	-	-
Follow-up Hdwy	3.527	3.327	-	-	-	2.227	-
Pot Cap-1 Maneuver	585	799	-	-	-	1317	-
Stage 1	809	-	-	-	-	-	-
Stage 2	834	-	-	-	-	-	-
Platoon blocked, %			-	-			-
Mov Cap-1 Maneuver	585	791	-	-	~ -21	~ -21	-
Mov Cap-2 Maneuver	585	-	-	-	-	-	-
Stage 1	809	-	-	-	-	-	-
Stage 2	834	-	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	10.83	0	
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	646	289	-
HCM Lane V/C Ratio	-	-	0.045	-	-
HCM Ctrl Dly (s/v)	-	-	10.8	-	-
HCM Lane LOS	-	-	B	-	-
HCM 95th %tile Q(veh)	-	-	0.1	-	-

Notes	
~: Volume exceeds capacity	$: Delay exceeds 300s
+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.2

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	2	2	183	11	2	122
Future Vol, veh/h	2	2	183	11	2	122
Conflicting Peds, #/hr	1	2	0	3	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	-10	-	-	5
Peak Hour Factor	76	76	76	76	76	76
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	3	3	241	14	3	161

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	418	253	0	0	258	0
Stage 1	251	-	-	-	-	-
Stage 2	167	-	-	-	-	-
Critical Hdwy	6.43	6.23	-	-	4.13	-
Critical Hdwy Stg 1	5.43	-	-	-	-	-
Critical Hdwy Stg 2	5.43	-	-	-	-	-
Follow-up Hdwy	3.527	3.327	-	-	2.227	-
Pot Cap-1 Maneuver	590	783	-	-	1301	-
Stage 1	788	-	-	-	-	-
Stage 2	860	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	586	779	-	-	1297	-
Mov Cap-2 Maneuver	586	-	-	-	-	-
Stage 1	786	-	-	-	-	-
Stage 2	858	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	10.42	0	0.13
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	669	29	-
HCM Lane V/C Ratio	-	-	0.008	0.002	-
HCM Ctrl Dly (s/v)	-	-	10.4	7.8	0
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0	0	-

Intersection	
Int Delay, s/veh	5.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	1	50	17	0	0	0	34	2	24	2	19	19
Future Vol, veh/h	1	50	17	0	0	0	34	2	24	2	19	19
Conflicting Peds, #/hr	0	0	2	0	0	8	0	0	57	0	0	1
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	11	-	-	-8	-	-	7	-	-	-8	-
Peak Hour Factor	72	72	72	72	72	72	72	72	72	72	72	72
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	1	69	24	0	0	0	47	3	33	3	26	26

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	9	0	0	95	0	0	102	95	140	140	107	10
Stage 1	-	-	-	-	-	-	86	86	-	9	9	-
Stage 2	-	-	-	-	-	-	16	9	-	131	98	-
Critical Hdwy	4.13	-	-	4.13	-	-	8.53	7.93	6.93	5.53	4.93	5.43
Critical Hdwy Stg 1	-	-	-	-	-	-	7.53	6.93	-	4.53	3.93	-
Critical Hdwy Stg 2	-	-	-	-	-	-	7.53	6.93	-	4.53	3.93	-
Follow-up Hdwy	2.227	-	-	2.227	-	-	3.527	4.027	3.327	3.527	4.027	3.327
Pot Cap-1 Maneuver	1604	-	-	1493	-	-	843	764	881	881	819	1070
Stage 1	-	-	-	-	-	-	889	795	-	1013	890	-
Stage 2	-	-	-	-	-	-	996	883	-	923	848	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1592	-	-	1490	-	-	792	756	831	790	811	1061
Mov Cap-2 Maneuver	-	-	-	-	-	-	792	756	-	790	811	-
Stage 1	-	-	-	-	-	-	887	792	-	1006	883	-
Stage 2	-	-	-	-	-	-	941	876	-	834	846	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	0.11	0	9.98	9.21
HCM LOS			A	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	806	25	-	-	1490	-	-	912
HCM Lane V/C Ratio	0.103	0.001	-	-	-	-	-	0.061
HCM Ctrl Dly (s/v)	10	7.3	0	-	0	-	-	9.2
HCM Lane LOS	A	A	A	-	A	-	-	A
HCM 95th %tile Q(veh)	0.3	0	-	-	0	-	-	0.2

Intersection	
Int Delay, s/veh	5.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	23	52	8	35	22	14
Future Vol, veh/h	23	52	8	35	22	14
Conflicting Peds, #/hr	0	0	0	4	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	Stop	-	None	-	None
Storage Length	0	25	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	6	-	-	-10
Peak Hour Factor	72	72	72	72	72	72
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	32	72	11	49	31	19

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	120	39	0	0	64	0
Stage 1	39	-	-	-	-	-
Stage 2	81	-	-	-	-	-
Critical Hdwy	6.43	6.23	-	-	4.13	-
Critical Hdwy Stg 1	5.43	-	-	-	-	-
Critical Hdwy Stg 2	5.43	-	-	-	-	-
Follow-up Hdwy	3.527	3.327	-	-	2.227	-
Pot Cap-1 Maneuver	873	1029	-	-	1532	-
Stage 1	980	-	-	-	-	-
Stage 2	940	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	852	1025	-	-	1527	-
Mov Cap-2 Maneuver	852	-	-	-	-	-
Stage 1	977	-	-	-	-	-
Stage 2	921	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	8.96	0	4.53
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	852	1025	1100	-
HCM Lane V/C Ratio	-	-	0.037	0.07	0.02	-
HCM Ctrl Dly (s/v)	-	-	9.4	8.8	7.4	0
HCM Lane LOS	-	-	A	A	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0.2	0.1	-

Intersection	
Int Delay, s/veh	4.4

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	33	12	1	10	16	21
Future Vol, veh/h	33	12	1	10	16	21
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	7	-7	-
Peak Hour Factor	72	72	72	72	72	72
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	46	17	1	14	22	29

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	53	37	51	0	-	0
Stage 1	37	-	-	-	-	-
Stage 2	17	-	-	-	-	-
Critical Hdwy	6.43	6.23	4.13	-	-	-
Critical Hdwy Stg 1	5.43	-	-	-	-	-
Critical Hdwy Stg 2	5.43	-	-	-	-	-
Follow-up Hdwy	3.527	3.327	2.227	-	-	-
Pot Cap-1 Maneuver	952	1033	1548	-	-	-
Stage 1	983	-	-	-	-	-
Stage 2	1004	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	951	1033	1548	-	-	-
Mov Cap-2 Maneuver	951	-	-	-	-	-
Stage 1	982	-	-	-	-	-
Stage 2	1004	-	-	-	-	-

Approach	EB	NB	SB
HCM Ctrl Dly, s/v	8.96	0.67	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	164	-	972	-	-
HCM Lane V/C Ratio	0.001	-	0.064	-	-
HCM Ctrl Dly (s/v)	7.3	0	9	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0.2	-	-

Intersection	
Int Delay, s/veh	5.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	5	9	3	6	2	6	0	0	0	3	22	3
Future Vol, veh/h	5	9	3	6	2	6	0	0	0	3	22	3
Conflicting Peds, #/hr	0	0	0	0	0	3	0	0	1	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	-4	-	-	0	-	-	-15	-	-	-4	-
Peak Hour Factor	72	72	72	72	72	72	72	72	72	72	72	72
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	7	13	4	8	3	8	0	0	0	4	31	4

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	45	42	33	46	44	4	35	0	0	1	0	0
Stage 1	41	41	-	1	1	-	-	-	-	-	-	-
Stage 2	4	1	-	45	43	-	-	-	-	-	-	-
Critical Hdwy	6.33	5.73	5.83	7.13	6.53	6.23	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	5.33	4.73	-	6.13	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	5.33	4.73	-	6.13	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.527	4.027	3.327	3.527	4.027	3.327	2.227	-	-	2.227	-	-
Pot Cap-1 Maneuver	964	856	1042	953	846	1077	1570	-	-	1615	-	-
Stage 1	980	867	-	1019	893	-	-	-	-	-	-	-
Stage 2	1016	893	-	966	857	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	948	853	1042	932	843	1072	1570	-	-	1614	-	-
Mov Cap-2 Maneuver	948	853	-	932	843	-	-	-	-	-	-	-
Stage 1	977	864	-	1018	892	-	-	-	-	-	-	-
Stage 2	1002	892	-	946	855	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	9.07	8.78	0	0.78
HCM LOS	A	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1570	-	-	909	972	188	-	-
HCM Lane V/C Ratio	-	-	-	0.026	0.02	0.003	-	-
HCM Ctrl Dly (s/v)	0	-	-	9.1	8.8	7.2	0	-
HCM Lane LOS	A	-	-	A	A	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0.1	0	-	-

Intersection	
Int Delay, s/veh	0.4

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑	↑		⋔	
Traffic Vol, veh/h	0	568	552	0	9	22
Future Vol, veh/h	0	568	552	0	9	22
Conflicting Peds, #/hr	0	0	0	11	0	1
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	1	-
Grade, %	-	3	0	-	7	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	4	4	4	4	4	4
Mvmt Flow	0	592	575	0	9	23

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	-	0	-	0	1167	576
Stage 1	-	-	-	-	575	-
Stage 2	-	-	-	-	592	-
Critical Hdwy	-	-	-	-	7.84	6.94
Critical Hdwy Stg 1	-	-	-	-	6.84	-
Critical Hdwy Stg 2	-	-	-	-	6.84	-
Follow-up Hdwy	-	-	-	-	3.536	3.336
Pot Cap-1 Maneuver	0	-	-	0	135	459
Stage 1	0	-	-	0	447	-
Stage 2	0	-	-	0	436	-
Platoon blocked, %		-	-			
Mov Cap-1 Maneuver	-	-	-	-	135	458
Mov Cap-2 Maneuver	-	-	-	-	263	-
Stage 1	-	-	-	-	447	-
Stage 2	-	-	-	-	436	-

Approach	EB	WB	SB
HCM Ctrl Dly, s/v	0	0	15.44
HCM LOS			C

Minor Lane/Major Mvmt	EBT	WBT	SBLn1
Capacity (veh/h)	-	-	377
HCM Lane V/C Ratio	-	-	0.086
HCM Ctrl Dly (s/v)	-	-	15.4
HCM Lane LOS	-	-	C
HCM 95th %tile Q(veh)	-	-	0.3

Intersection	
Int Delay, s/veh	3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	22	31	77	25	43	85
Future Vol, veh/h	22	31	77	25	43	85
Conflicting Peds, #/hr	0	33	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	-11	-	3	-	-	-5
Peak Hour Factor	72	72	72	72	72	72
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	31	43	107	35	60	118

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	362	157	0	0	142	0
Stage 1	124	-	-	-	-	-
Stage 2	238	-	-	-	-	-
Critical Hdwy	4.23	5.13	-	-	4.13	-
Critical Hdwy Stg 1	3.23	-	-	-	-	-
Critical Hdwy Stg 2	3.23	-	-	-	-	-
Follow-up Hdwy	3.527	3.327	-	-	2.227	-
Pot Cap-1 Maneuver	792	929	-	-	1435	-
Stage 1	970	-	-	-	-	-
Stage 2	924	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	757	900	-	-	1435	-
Mov Cap-2 Maneuver	757	-	-	-	-	-
Stage 1	970	-	-	-	-	-
Stage 2	883	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	9.73	0	2.56
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	835	605	-
HCM Lane V/C Ratio	-	-	0.088	0.042	-
HCM Ctrl Dly (s/v)	-	-	9.7	7.6	0
HCM Lane LOS	-	-	A	A	A
HCM 95th %tile Q(veh)	-	-	0.3	0.1	-

Intersection	
Int Delay, s/veh	1.7

Movement	WBU	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Vol, veh/h	1	11	10	92	19	25	82
Future Vol, veh/h	1	11	10	92	19	25	82
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-	-
Veh in Median Storage, #	-	0	-	0	-	-	0
Grade, %	-	0	-	4	-	-	-7
Peak Hour Factor	72	72	72	72	72	72	72
Heavy Vehicles, %	3	3	3	3	3	3	3
Mvmt Flow	1	15	14	128	26	35	114

Major/Minor	Minor1			Major1		Major2	
Conflicting Flow All	0	324	141	0	0	154	0
Stage 1	0	141	-	-	-	-	-
Stage 2	0	183	-	-	-	-	-
Critical Hdwy	-	6.43	6.23	-	-	4.13	-
Critical Hdwy Stg 1	-	5.43	-	-	-	-	-
Critical Hdwy Stg 2	-	5.43	-	-	-	-	-
Follow-up Hdwy	-	3.527	3.327	-	-	2.227	-
Pot Cap-1 Maneuver	0	668	904	-	-	1420	-
Stage 1	0	883	-	-	-	-	-
Stage 2	0	846	-	-	-	-	-
Platoon blocked, %	-			-	-		-
Mov Cap-1 Maneuver	0	650	904	-	-	1420	-
Mov Cap-2 Maneuver	0	650	-	-	-	-	-
Stage 1	0	883	-	-	-	-	-
Stage 2	0	824	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	9.99	0	1.78
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	751	421	-
HCM Lane V/C Ratio	-	-	0.039	0.024	-
HCM Ctrl Dly (s/v)	-	-	10	7.6	0
HCM Lane LOS	-	-	A	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0.1	-

Intersection	
Int Delay, s/veh	0.3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	5	0	111	15	2	91
Future Vol, veh/h	5	0	111	15	2	91
Conflicting Peds, #/hr	0	1	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	-10	-	-	5
Peak Hour Factor	72	72	72	72	72	72
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	7	0	154	21	3	126

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	297	166	0	0	175	0
Stage 1	165	-	-	-	-	-
Stage 2	132	-	-	-	-	-
Critical Hdwy	6.43	6.23	-	-	4.13	-
Critical Hdwy Stg 1	5.43	-	-	-	-	-
Critical Hdwy Stg 2	5.43	-	-	-	-	-
Follow-up Hdwy	3.527	3.327	-	-	2.227	-
Pot Cap-1 Maneuver	693	876	-	-	1395	-
Stage 1	862	-	-	-	-	-
Stage 2	892	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	691	875	-	-	1395	-
Mov Cap-2 Maneuver	691	-	-	-	-	-
Stage 1	862	-	-	-	-	-
Stage 2	890	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	10.26	0	0.16
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	691	39	-
HCM Lane V/C Ratio	-	-	0.01	0.002	-
HCM Ctrl Dly (s/v)	-	-	10.3	7.6	0
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0	0	-

Intersection	
Int Delay, s/veh	5.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	2	92	52	0	0	0	32	8	36	7	40	33
Future Vol, veh/h	2	92	52	0	0	0	32	8	36	7	40	33
Conflicting Peds, #/hr	0	0	0	0	0	2	0	0	31	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	11	-	-	-8	-	-	7	-	-	-8	-
Peak Hour Factor	76	76	76	76	76	76	76	76	76	76	76	76
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	3	121	68	0	0	0	42	11	47	9	53	43

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	3	0	0	189	0	0	188	164	186	166	198	3
Stage 1	-	-	-	-	-	-	161	161	-	3	3	-
Stage 2	-	-	-	-	-	-	28	3	-	163	195	-
Critical Hdwy	4.13	-	-	4.13	-	-	8.53	7.93	6.93	5.53	4.93	5.43
Critical Hdwy Stg 1	-	-	-	-	-	-	7.53	6.93	-	4.53	3.93	-
Critical Hdwy Stg 2	-	-	-	-	-	-	7.53	6.93	-	4.53	3.93	-
Follow-up Hdwy	2.227	-	-	2.227	-	-	3.527	4.027	3.327	3.527	4.027	3.327
Pot Cap-1 Maneuver	1612	-	-	1378	-	-	716	682	823	857	760	1078
Stage 1	-	-	-	-	-	-	788	717	-	1018	892	-
Stage 2	-	-	-	-	-	-	976	890	-	900	804	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1609	-	-	1378	-	-	638	679	799	767	757	1076
Mov Cap-2 Maneuver	-	-	-	-	-	-	638	679	-	767	757	-
Stage 1	-	-	-	-	-	-	787	716	-	1016	891	-
Stage 2	-	-	-	-	-	-	882	888	-	808	803	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	0.1	0	10.9	9.75
HCM LOS			B	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	710	23	-	-	1378	-	-	864
HCM Lane V/C Ratio	0.141	0.002	-	-	-	-	-	0.122
HCM Ctrl Dly (s/v)	10.9	7.2	0	-	0	-	-	9.7
HCM Lane LOS	B	A	A	-	A	-	-	A
HCM 95th %tile Q(veh)	0.5	0	-	-	0	-	-	0.4

Intersection	
Int Delay, s/veh	7.5

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	28	76	0	0	71	21
Future Vol, veh/h	28	76	0	0	71	21
Conflicting Peds, #/hr	0	0	0	2	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	Stop	-	None	-	None
Storage Length	0	25	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	6	-	-	-10
Peak Hour Factor	76	76	76	76	76	76
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	37	100	0	0	93	28

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	216	2	0	0	2	0
Stage 1	2	-	-	-	-	-
Stage 2	214	-	-	-	-	-
Critical Hdwy	6.43	6.23	-	-	4.13	-
Critical Hdwy Stg 1	5.43	-	-	-	-	-
Critical Hdwy Stg 2	5.43	-	-	-	-	-
Follow-up Hdwy	3.527	3.327	-	-	2.227	-
Pot Cap-1 Maneuver	770	1079	-	-	1614	-
Stage 1	1019	-	-	-	-	-
Stage 2	819	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	723	1077	-	-	1611	-
Mov Cap-2 Maneuver	723	-	-	-	-	-
Stage 1	1017	-	-	-	-	-
Stage 2	771	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	9.1	0	5.69
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	723	1077	1389	-
HCM Lane V/C Ratio	-	-	0.051	0.093	0.058	-
HCM Ctrl Dly (s/v)	-	-	10.2	8.7	7.4	0
HCM Lane LOS	-	-	B	A	A	A
HCM 95th %tile Q(veh)	-	-	0.2	0.3	0.2	-

Intersection	
Int Delay, s/veh	1.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	13	0	0	29	20
Future Vol, veh/h	0	13	0	0	29	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	7	-7	-
Peak Hour Factor	76	76	76	76	76	76
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	0	17	0	0	38	26

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	51	51	64	0	-	0
Stage 1	51	-	-	-	-	-
Stage 2	0	-	-	-	-	-
Critical Hdwy	6.43	6.23	4.13	-	-	-
Critical Hdwy Stg 1	5.43	-	-	-	-	-
Critical Hdwy Stg 2	5.43	-	-	-	-	-
Follow-up Hdwy	3.527	3.327	2.227	-	-	-
Pot Cap-1 Maneuver	955	1014	1531	-	-	-
Stage 1	969	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	955	1014	1531	-	-	-
Mov Cap-2 Maneuver	955	-	-	-	-	-
Stage 1	969	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	NB	SB
HCM Ctrl Dly, s/v	8.61	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1531	-	1014	-	-
HCM Lane V/C Ratio	-	-	0.017	-	-
HCM Ctrl Dly (s/v)	0	-	8.6	-	-
HCM Lane LOS	A	-	A	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

Intersection	
Int Delay, s/veh	4.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	10	2	5	8	0	0	0	0	7	33	2
Future Vol, veh/h	0	10	2	5	8	0	0	0	0	7	33	2
Conflicting Peds, #/hr	0	0	0	0	0	1	0	0	3	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	-4	-	-	0	-	-	-15	-	-	-4	-
Peak Hour Factor	76	76	76	76	76	76	76	76	76	76	76	76
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	0	13	3	7	11	0	0	0	0	9	43	3

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	69	66	45	71	67	4	46	0	0	3	0	0
Stage 1	63	63	-	3	3	-	-	-	-	-	-	-
Stage 2	6	3	-	68	64	-	-	-	-	-	-	-
Critical Hdwy	6.33	5.73	5.83	7.13	6.53	6.23	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	5.33	4.73	-	6.13	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	5.33	4.73	-	6.13	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.527	4.027	3.327	3.527	4.027	3.327	2.227	-	-	2.227	-	-
Pot Cap-1 Maneuver	934	835	1027	917	821	1077	1555	-	-	1612	-	-
Stage 1	959	852	-	1017	891	-	-	-	-	-	-	-
Stage 2	1014	892	-	939	839	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	916	827	1027	893	814	1072	1555	-	-	1608	-	-
Mov Cap-2 Maneuver	916	827	-	893	814	-	-	-	-	-	-	-
Stage 1	953	847	-	1014	889	-	-	-	-	-	-	-
Stage 2	1001	889	-	917	834	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	9.29	9.36	0	1.21
HCM LOS	A	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1555	-	-	855	843	297	-	-
HCM Lane V/C Ratio	-	-	-	0.018	0.02	0.006	-	-
HCM Ctrl Dly (s/v)	0	-	-	9.3	9.4	7.3	0	-
HCM Lane LOS	A	-	-	A	A	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0.1	0	-	-

Intersection	
Int Delay, s/veh	0.7

Movement	EBU	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations			↑	↑		⋔	
Traffic Vol, veh/h	1	0	590	491	0	22	18
Future Vol, veh/h	1	0	590	491	0	22	18
Conflicting Peds, #/hr	0	0	0	0	7	0	3
Sign Control	Free	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0	-
Veh in Median Storage, #	-	-	0	0	-	1	-
Grade, %	-	-	3	0	-	7	-
Peak Hour Factor	83	83	83	83	83	83	83
Heavy Vehicles, %	5	5	5	5	5	5	5
Mvmt Flow	1	0	711	592	0	27	22

Major/Minor	Major1			Major2		Minor2	
Conflicting Flow All	-	-	0	-	0	1302	595
Stage 1	-	-	-	-	-	592	-
Stage 2	-	-	-	-	-	711	-
Critical Hdwy	-	-	-	-	-	7.85	6.95
Critical Hdwy Stg 1	-	-	-	-	-	6.85	-
Critical Hdwy Stg 2	-	-	-	-	-	6.85	-
Follow-up Hdwy	-	-	-	-	-	3.545	3.345
Pot Cap-1 Maneuver	-	0	-	-	0	105	444
Stage 1	-	0	-	-	0	435	-
Stage 2	-	0	-	-	0	365	-
Platoon blocked, %			-	-			
Mov Cap-1 Maneuver	~ -1	-	-	-	-	105	443
Mov Cap-2 Maneuver	-	-	-	-	-	229	-
Stage 1	-	-	-	-	-	435	-
Stage 2	-	-	-	-	-	365	-

Approach	EB	WB	SB
HCM Ctrl Dly, s/v		0	19.73
HCM LOS			C

Minor Lane/Major Mvmt	EBT	WBT	SBLn1
Capacity (veh/h)	-	-	292
HCM Lane V/C Ratio	-	-	0.165
HCM Ctrl Dly (s/v)	-	-	19.7
HCM Lane LOS	-	-	C
HCM 95th %tile Q(veh)	-	-	0.6

Notes

~: Volume exceeds capacity $: Delay exceeds 300s
+: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	2.6

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	30	35	104	94	52	93
Future Vol, veh/h	30	35	104	94	52	93
Conflicting Peds, #/hr	0	17	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	-11	-	3	-	-	-5
Peak Hour Factor	76	76	76	76	76	76
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	39	46	137	124	68	122

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	458	216	0	0	261	0
Stage 1	199	-	-	-	-	-
Stage 2	259	-	-	-	-	-
Critical Hdwy	4.23	5.13	-	-	4.13	-
Critical Hdwy Stg 1	3.23	-	-	-	-	-
Critical Hdwy Stg 2	3.23	-	-	-	-	-
Follow-up Hdwy	3.527	3.327	-	-	2.227	-
Pot Cap-1 Maneuver	740	878	-	-	1298	-
Stage 1	940	-	-	-	-	-
Stage 2	916	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	698	863	-	-	1298	-
Mov Cap-2 Maneuver	698	-	-	-	-	-
Stage 1	940	-	-	-	-	-
Stage 2	864	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	10.2	0	2.84
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	778	646	-
HCM Lane V/C Ratio	-	-	0.11	0.053	-
HCM Ctrl Dly (s/v)	-	-	10.2	7.9	0
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.4	0.2	-

Intersection	
Int Delay, s/veh	0.7

Movement	WBL	WBR	NBT	NBR	SBU	SBL	SBT
Lane Configurations							
Traffic Vol, veh/h	14	6	191	1	1	12	110
Future Vol, veh/h	14	6	191	1	1	12	110
Conflicting Peds, #/hr	0	11	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	-	None
Storage Length	0	-	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	-	0
Grade, %	0	-	4	-	-	-	-7
Peak Hour Factor	76	76	76	76	76	76	76
Heavy Vehicles, %	3	3	3	3	3	3	3
Mvmt Flow	18	8	251	1	1	16	145

Major/Minor	Minor1		Major1		Major2		
Conflicting Flow All	428	263	0	0	-	253	0
Stage 1	252	-	-	-	-	-	-
Stage 2	176	-	-	-	-	-	-
Critical Hdwy	6.43	6.23	-	-	-	4.13	-
Critical Hdwy Stg 1	5.43	-	-	-	-	-	-
Critical Hdwy Stg 2	5.43	-	-	-	-	-	-
Follow-up Hdwy	3.527	3.327	-	-	-	2.227	-
Pot Cap-1 Maneuver	582	773	-	-	-	1307	-
Stage 1	788	-	-	-	-	-	-
Stage 2	852	-	-	-	-	-	-
Platoon blocked, %			-	-			-
Mov Cap-1 Maneuver	582	765	-	-	~ -13	~ -13	-
Mov Cap-2 Maneuver	582	-	-	-	-	-	-
Stage 1	788	-	-	-	-	-	-
Stage 2	852	-	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	11	0	
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	627	190	-
HCM Lane V/C Ratio	-	-	0.042	-	-
HCM Ctrl Dly (s/v)	-	-	11	-	-
HCM Lane LOS	-	-	B	-	-
HCM 95th %tile Q(veh)	-	-	0.1	-	-

Notes	
~: Volume exceeds capacity	$: Delay exceeds 300s
+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	0.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	2	8	184	10	2	122
Future Vol, veh/h	2	8	184	10	2	122
Conflicting Peds, #/hr	1	2	0	3	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	-10	-	-	5
Peak Hour Factor	76	76	76	76	76	76
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	3	11	242	13	3	161

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	418	254	0	0	258	0
Stage 1	252	-	-	-	-	-
Stage 2	167	-	-	-	-	-
Critical Hdwy	6.43	6.23	-	-	4.13	-
Critical Hdwy Stg 1	5.43	-	-	-	-	-
Critical Hdwy Stg 2	5.43	-	-	-	-	-
Follow-up Hdwy	3.527	3.327	-	-	2.227	-
Pot Cap-1 Maneuver	589	783	-	-	1301	-
Stage 1	788	-	-	-	-	-
Stage 2	860	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	586	779	-	-	1297	-
Mov Cap-2 Maneuver	586	-	-	-	-	-
Stage 1	786	-	-	-	-	-
Stage 2	858	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	10.02	0	0.13
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	731	29	-
HCM Lane V/C Ratio	-	-	0.018	0.002	-
HCM Ctrl Dly (s/v)	-	-	10	7.8	0
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0	-

Intersection	
Int Delay, s/veh	4.5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	1	56	51	0	0	0	33	2	17	2	19	19
Future Vol, veh/h	1	56	51	0	0	0	33	2	17	2	19	19
Conflicting Peds, #/hr	0	0	2	0	0	8	0	0	57	0	0	1
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	11	-	-	-8	-	-	7	-	-	-8	-
Peak Hour Factor	72	72	72	72	72	72	72	72	72	72	72	72
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	1	78	71	0	0	0	46	3	24	3	26	26

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	9	0	0	151	0	0	134	127	172	148	163	10
Stage 1	-	-	-	-	-	-	118	118	-	9	9	-
Stage 2	-	-	-	-	-	-	16	9	-	139	153	-
Critical Hdwy	4.13	-	-	4.13	-	-	8.53	7.93	6.93	5.53	4.93	5.43
Critical Hdwy Stg 1	-	-	-	-	-	-	7.53	6.93	-	4.53	3.93	-
Critical Hdwy Stg 2	-	-	-	-	-	-	7.53	6.93	-	4.53	3.93	-
Follow-up Hdwy	2.227	-	-	2.227	-	-	3.527	4.027	3.327	3.527	4.027	3.327
Pot Cap-1 Maneuver	1604	-	-	1424	-	-	794	725	840	873	782	1070
Stage 1	-	-	-	-	-	-	844	760	-	1013	890	-
Stage 2	-	-	-	-	-	-	996	883	-	917	823	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1592	-	-	1422	-	-	745	717	793	791	774	1061
Mov Cap-2 Maneuver	-	-	-	-	-	-	745	717	-	791	774	-
Stage 1	-	-	-	-	-	-	842	758	-	1006	883	-
Stage 2	-	-	-	-	-	-	941	876	-	837	821	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	0.07	0	10.24	9.32
HCM LOS			B	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	759	15	-	-	1422	-	-	889
HCM Lane V/C Ratio	0.095	0.001	-	-	-	-	-	0.062
HCM Ctrl Dly (s/v)	10.2	7.3	0	-	0	-	-	9.3
HCM Lane LOS	B	A	A	-	A	-	-	A
HCM 95th %tile Q(veh)	0.3	0	-	-	0	-	-	0.2

Intersection	
Int Delay, s/veh	7.5

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	23	52	0	0	56	14
Future Vol, veh/h	23	52	0	0	56	14
Conflicting Peds, #/hr	0	0	0	4	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	Stop	-	None	-	None
Storage Length	0	25	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	6	-	-	-10
Peak Hour Factor	72	72	72	72	72	72
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	32	72	0	0	78	19

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	179	4	0	0	4	0
Stage 1	4	-	-	-	-	-
Stage 2	175	-	-	-	-	-
Critical Hdwy	6.43	6.23	-	-	4.13	-
Critical Hdwy Stg 1	5.43	-	-	-	-	-
Critical Hdwy Stg 2	5.43	-	-	-	-	-
Follow-up Hdwy	3.527	3.327	-	-	2.227	-
Pot Cap-1 Maneuver	808	1077	-	-	1611	-
Stage 1	1017	-	-	-	-	-
Stage 2	853	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	766	1072	-	-	1605	-
Mov Cap-2 Maneuver	766	-	-	-	-	-
Stage 1	1013	-	-	-	-	-
Stage 2	811	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	9	0	5.89
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	766	1072	1440	-
HCM Lane V/C Ratio	-	-	0.042	0.067	0.048	-
HCM Ctrl Dly (s/v)	-	-	9.9	8.6	7.4	0
HCM Lane LOS	-	-	A	A	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0.2	0.2	-

Intersection	
Int Delay, s/veh	2.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	12	0	0	16	21
Future Vol, veh/h	0	12	0	0	16	21
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	7	-7	-
Peak Hour Factor	72	72	72	72	72	72
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	0	17	0	0	22	29

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	37	37	51	0	-	0
Stage 1	37	-	-	-	-	-
Stage 2	0	-	-	-	-	-
Critical Hdwy	6.43	6.23	4.13	-	-	-
Critical Hdwy Stg 1	5.43	-	-	-	-	-
Critical Hdwy Stg 2	5.43	-	-	-	-	-
Follow-up Hdwy	3.527	3.327	2.227	-	-	-
Pot Cap-1 Maneuver	973	1033	1548	-	-	-
Stage 1	983	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	973	1033	1548	-	-	-
Mov Cap-2 Maneuver	973	-	-	-	-	-
Stage 1	983	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	NB	SB
HCM Ctrl Dly, s/v	8.54	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1548	-	1033	-	-
HCM Lane V/C Ratio	-	-	0.016	-	-
HCM Ctrl Dly (s/v)	0	-	8.5	-	-
HCM Lane LOS	A	-	A	-	-
HCM 95th %tile Q(veh)	0	-	0	-	-

Intersection	
Int Delay, s/veh	4.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	9	3	8	6	0	0	0	0	3	22	3
Future Vol, veh/h	0	9	3	8	6	0	0	0	0	3	22	3
Conflicting Peds, #/hr	0	0	0	0	0	3	0	0	1	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	-4	-	-	0	-	-	-15	-	-	-4	-
Peak Hour Factor	72	72	72	72	72	72	72	72	72	72	72	72
Heavy Vehicles, %	3	3	3	3	3	3	3	3	3	3	3	3
Mvmt Flow	0	13	4	11	8	0	0	0	0	4	31	4

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	48	42	33	46	44	4	35	0	0	1	0	0
Stage 1	41	41	-	1	1	-	-	-	-	-	-	-
Stage 2	7	1	-	45	43	-	-	-	-	-	-	-
Critical Hdwy	6.33	5.73	5.83	7.13	6.53	6.23	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	5.33	4.73	-	6.13	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	5.33	4.73	-	6.13	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.527	4.027	3.327	3.527	4.027	3.327	2.227	-	-	2.227	-	-
Pot Cap-1 Maneuver	960	856	1042	953	846	1077	1570	-	-	1615	-	-
Stage 1	980	867	-	1019	893	-	-	-	-	-	-	-
Stage 2	1013	893	-	966	857	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	945	853	1042	932	843	1072	1570	-	-	1614	-	-
Mov Cap-2 Maneuver	945	853	-	932	843	-	-	-	-	-	-	-
Stage 1	977	864	-	1018	892	-	-	-	-	-	-	-
Stage 2	1001	892	-	946	855	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	9.11	9.13	0	0.78
HCM LOS	A	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1570	-	-	893	891	188	-	-
HCM Lane V/C Ratio	-	-	-	0.019	0.022	0.003	-	-
HCM Ctrl Dly (s/v)	0	-	-	9.1	9.1	7.2	0	-
HCM Lane LOS	A	-	-	A	A	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0.1	0	-	-

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑	↑		⋔	
Traffic Vol, veh/h	0	568	552	0	11	22
Future Vol, veh/h	0	568	552	0	11	22
Conflicting Peds, #/hr	0	0	0	11	0	1
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	1	-
Grade, %	-	3	0	-	7	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	4	4	4	4	4	4
Mvmt Flow	0	592	575	0	11	23

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	-	0	-	0	1167	576
Stage 1	-	-	-	-	575	-
Stage 2	-	-	-	-	592	-
Critical Hdwy	-	-	-	-	7.84	6.94
Critical Hdwy Stg 1	-	-	-	-	6.84	-
Critical Hdwy Stg 2	-	-	-	-	6.84	-
Follow-up Hdwy	-	-	-	-	3.536	3.336
Pot Cap-1 Maneuver	0	-	-	0	135	459
Stage 1	0	-	-	0	447	-
Stage 2	0	-	-	0	436	-
Platoon blocked, %		-	-			
Mov Cap-1 Maneuver	-	-	-	-	135	458
Mov Cap-2 Maneuver	-	-	-	-	263	-
Stage 1	-	-	-	-	447	-
Stage 2	-	-	-	-	436	-

Approach	EB	WB	SB
HCM Ctrl Dly, s/v	0	0	15.81
HCM LOS			C

Minor Lane/Major Mvmt	EBT	WBT	SBLn1
Capacity (veh/h)	-	-	367
HCM Lane V/C Ratio	-	-	0.094
HCM Ctrl Dly (s/v)	-	-	15.8
HCM Lane LOS	-	-	C
HCM 95th %tile Q(veh)	-	-	0.3

Intersection	
Int Delay, s/veh	3.1

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	22	30	78	50	58	70
Future Vol, veh/h	22	30	78	50	58	70
Conflicting Peds, #/hr	0	33	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	-11	-	3	-	-	-5
Peak Hour Factor	72	72	72	72	72	72
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	31	42	108	69	81	97

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	401	176	0	0	178	0
Stage 1	143	-	-	-	-	-
Stage 2	258	-	-	-	-	-
Critical Hdwy	4.23	5.13	-	-	4.13	-
Critical Hdwy Stg 1	3.23	-	-	-	-	-
Critical Hdwy Stg 2	3.23	-	-	-	-	-
Follow-up Hdwy	3.527	3.327	-	-	2.227	-
Pot Cap-1 Maneuver	770	912	-	-	1392	-
Stage 1	962	-	-	-	-	-
Stage 2	916	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	723	884	-	-	1392	-
Mov Cap-2 Maneuver	723	-	-	-	-	-
Stage 1	962	-	-	-	-	-
Stage 2	860	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	9.89	0	3.51
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	808	816	-
HCM Lane V/C Ratio	-	-	0.089	0.058	-
HCM Ctrl Dly (s/v)	-	-	9.9	7.7	0
HCM Lane LOS	-	-	A	A	A
HCM 95th %tile Q(veh)	-	-	0.3	0.2	-

Intersection	
Int Delay, s/veh	1.2

Movement	WBU	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Vol, veh/h	1	11	9	119	1	10	82
Future Vol, veh/h	1	11	9	119	1	10	82
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-	-
Veh in Median Storage, #	-	0	-	0	-	-	0
Grade, %	-	0	-	4	-	-	-7
Peak Hour Factor	72	72	72	72	72	72	72
Heavy Vehicles, %	3	3	3	3	3	3	3
Mvmt Flow	1	15	13	165	1	14	114

Major/Minor	Minor1			Major1		Major2	
Conflicting Flow All	0	308	166	0	0	167	0
Stage 1	0	166	-	-	-	-	-
Stage 2	0	142	-	-	-	-	-
Critical Hdwy	-	6.43	6.23	-	-	4.13	-
Critical Hdwy Stg 1	-	5.43	-	-	-	-	-
Critical Hdwy Stg 2	-	5.43	-	-	-	-	-
Follow-up Hdwy	-	3.527	3.327	-	-	2.227	-
Pot Cap-1 Maneuver	0	682	876	-	-	1405	-
Stage 1	0	861	-	-	-	-	-
Stage 2	0	883	-	-	-	-	-
Platoon blocked, %	-			-	-		-
Mov Cap-1 Maneuver	0	675	876	-	-	1405	-
Mov Cap-2 Maneuver	0	675	-	-	-	-	-
Stage 1	0	861	-	-	-	-	-
Stage 2	0	874	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	9.97	0	0.82
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	753	196	-
HCM Lane V/C Ratio	-	-	0.037	0.01	-
HCM Ctrl Dly (s/v)	-	-	10	7.6	0
HCM Lane LOS	-	-	A	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0	-

Intersection	
Int Delay, s/veh	0.5

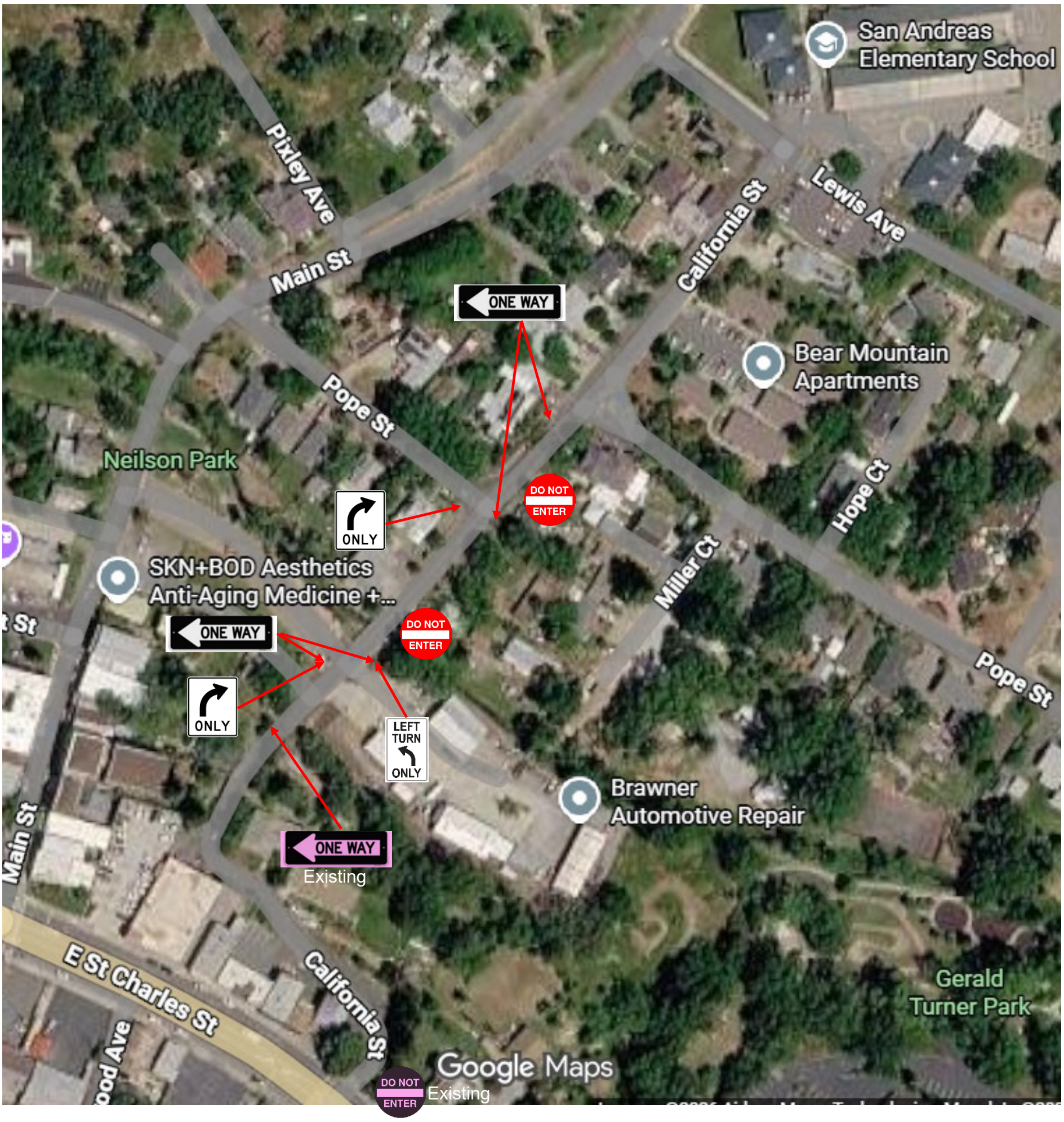
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	5	4	116	10	2	91
Future Vol, veh/h	5	4	116	10	2	91
Conflicting Peds, #/hr	0	1	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	-10	-	-	5
Peak Hour Factor	72	72	72	72	72	72
Heavy Vehicles, %	3	3	3	3	3	3
Mvmt Flow	7	6	161	14	3	126

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	300	169	0	0	175	0
Stage 1	168	-	-	-	-	-
Stage 2	132	-	-	-	-	-
Critical Hdwy	6.43	6.23	-	-	4.13	-
Critical Hdwy Stg 1	5.43	-	-	-	-	-
Critical Hdwy Stg 2	5.43	-	-	-	-	-
Follow-up Hdwy	3.527	3.327	-	-	2.227	-
Pot Cap-1 Maneuver	689	872	-	-	1395	-
Stage 1	859	-	-	-	-	-
Stage 2	892	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	688	871	-	-	1395	-
Mov Cap-2 Maneuver	688	-	-	-	-	-
Stage 1	859	-	-	-	-	-
Stage 2	890	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	9.82	0	0.16
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	759	39	-
HCM Lane V/C Ratio	-	-	0.016	0.002	-
HCM Ctrl Dly (s/v)	-	-	9.8	7.6	0
HCM Lane LOS	-	-	A	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0	-

PROPOSED SIGNS



CALAVERAS COUNTY BOARD OF SUPERVISORS AGENDA SUBMITTAL

Short Name/Subject Roadside Safety Signage Audit Project Change Orders #11 and #12	**Board Meeting Date** September 8, 2026	
Dept: **Public Works** **Div:** **Public Works** **Department Head** Micah Martin **Phone:** 209-754-6401	**Supervisorial District Number** ☐D1 ☐ D2 ☐ D3 ☐ D4 ☐ D5 ☒ County Wide	Choose an item.
Published Notice Required: Yes ☐ No ☒ **Public Hearing Required: Yes ☐ No ☒** **4/5 Vote Required: Yes ☒ No ☐**		**Estimated Time:** 0 Minutes
Type of Document: Agreement **PowerPoint Presentation Included: Yes ☐ No ☒**		

RECOMMENDATION:

Approve, and authorize the Director of Public Works to execute, (1) Contract Change Order (CCO) #11, a $1,045,165 credit to the County, and (2) CCO #12, a $275,000 credit to the County, both for Contract # 1020-2313 with Highway Specialty Company, Inc. for the Roadside Safety Signage Audit (RSSA) Project. Requires a 4/5 vote.

DISCUSSION/SUMMARY:

On December 12, 2023, the Board of Supervisors awarded a construction contract to Highway Specialty Company, Inc. in the amount of $4,432,325 for construction of the Roadway Safety Signage Audit (RSSA) Project. After the start of construction, the Department of Public Works (DPW) began receiving public feedback about various elements of the project. Additionally, the Supervisors of affected Districts expressed their concerns regarding sign placement.

At DPW's direction, the County's construction management consultant, Consor North America, Inc., led an extensive corrective effort. This work included resolving incomplete or inaccurate sign codes, removing duplicate sign data, and eliminating signs mistakenly placed within Caltrans rights-of-way. Additionally, the County requested that sign placement be limited to MUTCD requirements rather than the many signs that the design consultant had previously recommended.

As a result of these issues, there was a strong consensus at the September 2024 Board meeting to suspend construction effective September 20, 2024. This pause provided the design consultant time to revise the plans, specifications, and estimates.

DPW has since worked with the design consultant to complete those revisions. DPW has now received the revised Plans and Specifications, and construction is prepared to resume in September.

Change Orders

Pursuant to County Code § 3.29.026(A) and Public Contract Code § 20142, the Director of Public Works is authorized to approve Contract Change Orders up to a certain limit based on the original contract amount. For the RSSA Project, the allowable limit under § 20142(b) is $234,116 (whether positive or negative). Because CCOs #11 and #12 exceed this amount, Board authorization is required and is being requested.

CCO #11

During project suspension, the design engineer reevaluated the number and types of signs to be installed on County roadways in accordance with California MUTCD requirements. The revised plans remove unnecessary or optional sign recommendations and focus only on the remaining project corridors, while still meeting all required MUTCD treatments. The result is a substantial reduction in the total number of signs to be installed. Additionally, manufactured signs, which had been ordered, produced, and paid for by the Contractor that cannot be used on the project will be purchased by the County. The payment adjustment for these signs has been determined to be at an agreed upon lump sum price.

Accordingly, CCO #11 provides a credit to the County in the amount of $1,045,165.08. The amount of this change order exceeds staff's statutory authorization; therefore, the change order must be approved by the Board of Supervisors.

Typically, pursuant to Public Contract Code § 20137(b), changes in excess of ten percent (10%) of the contract price exceed change order limits and therefore would be considered separate work and require competitive bidding. However, if the Board finds that competitive procurement of the additional work would not produce an advantage to the County or the public and that advertising for competitive bids would thus be undesirable, impractical, or impossible, issuing a change order to the existing contractor is acceptable (*Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631).

In this case, such findings are appropriate: as explained above, this is a deductive change order reflective of changes in the work resulting from reassessment; because this contractor is already working on the project and is crediting the County here, it would be impractical, undesirable, and unlikely to result in any cost savings to bid out the remainder of the project, where the County's contractor is familiar, ready, and qualified to perform the work and is providing the County with a credit here.

For these reasons, staff recommends the Board approve this change order upon the above findings.

CCO #12

The construction contract originally included a Traffic Control bid item intended to cover all labor, equipment, and materials needed to furnish, install, maintain, relocate, and remove traffic control devices. During the re-design effort, several work items requiring significant traffic control operations were eliminated from the scope. CCO #12 adjusts the Traffic Control bid item to reflect this reduced need. Under the revised construction approach, traffic control will be performed and compensated on a Force Account basis in accordance with the contract specifications. CCO #12

provides a credit to the County in the amount of $275,000. As this amount also exceeds staff's approval authority, Board authorization is required, and pursuant to Public Contract Code § 20137, a 4/5 vote is required because the change order exceeds $4,000.

Staff recommends that the Board authorize CCOs #11 and #12 so that construction on the RSSA Project may resume with the revised plans and reduced scope. Note that there are additional cost increases due to the time of suspension. These costs include escalation, storage, etc. However, change orders associated with these costs may be authorized by the Director of Public Works. Execution of all documents will allow construction to resume.

FINANCING:

There is no County General Fund impact.

Project budget appropriations are included in the FY 2026-27 Department of Public Works – Capital Improvement Program budget (12000010-9029). Both change orders in front of the Board today represent a credit to the County.

ALTERNATIVES:

The Board may choose to do any of the following:

1. Authorize the Director of Public Works to execute CCOs #11 and #12 with Highway Specialty Company, Inc. as recommended; or
2. Continue the item to another date for further consideration. This action is not recommended unless the Board specifically requests additional information which cannot be obtained during the meeting; or
3. Decline to authorize the Director to execute the change orders. This is not recommended.

CHANGE ORDER

DOT CEM-4900 (REV 06/2026)

Lock Form

Change Requested By: ☐ Contractor ☒ Engineer

TO Highway Specialty Company, Inc. , Contractor		CONTRACT
FROM Mohssen Ghassemi, PE RESIDENT ENGINEER		COUNTY - ROUTE - Begin Postmile / End Postmile Roadside Signage PROJECT IDENTIFIER NUMBER
CHANGE ORDER NUMBER 11	SUPPLEMENT NUMBER 0	FEDERAL

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract.

Decrease (Eliminate) Bid Item at Bid item Price:

In accordance with Section 4-1.05, "Changes and Extra Work," of the 2018 Standard Specifications, and as deemed necessary by the Engineer, the following Contract Items will be decreased per the attached revised plans, pages 1 through 65, dated May 2026:

Item -1, “Relocate Existing Sign on new Post” -16 EA (-6%) @ $525.00/EA = -$8,400.00 (-3.69%)
Item -2, “Remove Existing Sign and Post” -68 EA (-25%) @ $225.00.00/EA = -$15,300.00 (-21.92%)
Item -3, “Replace Existing Road Sign” ---------- 147 EA- (34%) @ $375.00/EA = -$55,125.00 (-35.7%)
Item -5, “Furnish and Install New Sign--1,745 EA (-51%) @ $750.00/EA = -$1,308,750.00 (-51.20)%

Any payment adjustment in accordance with Section 9-1.06C, "Decreases of More Than 25 Percent," of the Standard Specifications for Bid Items 1, 2, 3, and 5 are zero.

Decreases in Bid Items at Bid Item Prices = ($1,387,575.00)

Increases in Bid Items at Bid Item Prices:

In accordance with Section 4-1.05 "Changes and Extra Work" of 2018 Standard Specifications, and as determined necessary by the Engineer, increase the quantities for Bid items 4, " Replace and Relocate Existing Sign - One Post" per the attached revised plans, pages 1 through 65, dated May 2026:

Item -4, “Replace and Relocate Existing Sign - One Post” 97 EA (36%) @ $650.00/EA = +$63,050.00 (34.71%)

In accordance with Section 9-1.06, “Changed Quantity Payment Adjustments,” of the Standard Specifications, you will receive no additional payment for the change in quantity on Item-4, “Replace and Relocate Existing Sign- One Post.”

Increase in Bid Items at Bid Item Prices = ($63,050.00)

The revised final quantity for Bid Item No.1-5 will be final Bid Items.

You accept this quantity as the final payment for the quantity shown on the Bid Item List, as modified by this change order and by previous change orders, including dimensions changed by the Engineer.

Payment Adjustment at agreed Lump sum

In accordance with Section 4-1.05, "Changes and Extra Work" and Section and Section 9-1.16C, Material on Hand" of the Standard Specifications.

Make payment to the Contractor for the remaining signs listed below of this contract change order currently stored at the Contractor's yard and need to be delivered to the County yard.

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	SIGN	QUANTITY			SIGN	QUANTITY		SIGN	QUANTITY		SIGN	QUANTITY
1	W1-6	835	22	43	W2-1	1	64	W11-8p	2	85	W16-8P	1
2	W1-7	1	23	44	W2-2L	2	65	W7-1A	1	86	R6-1R	1
3	SW24-2 CA	2	24	45	W2-4	3	66	R5-4MOD	1	87	R6-1L	2
4	SW24-3 CA	3	25	46	R5-1	3	67	R28aA L CA	2	88	W16-7PR	1
5	W51 CA	4	26	47	W11-15	1	68	R48	1	89	R5-10C	1
6	R1-1	9	27	48	W11-4	1	69	R4-7	3	90	w4-4P	1
7	R1-2	5	28	49	W14-2	2	70	R2-4 CA MOD	9	91	w11-15P MOD	1
8	W11-2	13	29	50	W3-1A CA	1	71	R28L	19	92	R5-2	1
9	W1-1R	108	30	51	S3-2 MOD	3	72	R28 Double Arro	5	93	R2-1 MOD	1
10	W1-1L	104	31	52	W8-6	1	73	R10-1 MOD	1	94	R12-5	2
11	W1-2R	67	32	53	R73-3	1	74	R30 CA	1	95	R2-1 55	3
12	W1-2l	63	33	54	W5-2	6	75	R28S L CA	1	96	R2-1 50	2
13	W1-3R	12	34	55	W6-3	2	76	W13-1P 5	3	97	R2-1 35	7
14	W1-3L	12	35	56	W4-2rR	1	77	W13-1P 10	31	98	R2-1 25	1
15	R26 CA	15	36	57	W5-1	1	78	W13-1P 15	60	99	R2-1 15	3
16	W1-4R	6	37	58	W7-3AP(1)	10	79	W13-1P 20	52	100	R3 (25)CA	5
17	W1-4L	5	38	59	W7-3AP (3)	4	80	W13-1P 25	82	101	w34aA CA(3)	3
18	W1-5R	52	39	60	W16-2P (50)	3	81	W13-1P30m	51	102	R5-1A	1
19	W1-5L	51	40	61	W16-1P	6	82	W13-P 35m	83	103	R49	1
20	W1-11R	17	41	62	W11-15P MOD	2	83	W13-1P40	47	104	R4-13	2
21	W1-11L	10	42	63	W11-8	2	84	W13-P 48	20	105	P Markers	26
22	W11-15	1	43	64	W7-2BP	1	85	N-1 (CA)	8			
	SUB TOTAL	1395				57			483			66
	TOTAL	**2001**										

The Contractor will provide all labor and equipment to transport the signs from their yard to the designated County yard.

For this change, the Contractor will be paid the sum of $279,359.92.

This sum constitutes complete compensation, including all markups.

This change order does not affect the controlling activities. No time adjustment is warranted.

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CHANGE ORDER

DOT CEM-4900 (REV 06/2026)

Change Requested By: ☐ Contractor ☒ Engineer

TO Highway Specialty Company, Inc. , Contractor		CONTRACT NUMBER 1020-2313
		COUNTY - ROUTE - Begin Postmile / End Postmile Roadside Signage Safety Audit (RSSA)
FROM Mohssen Ghassemi, PE RESIDENT ENGINEER		PROJECT IDENTIFIER NUMBER
CHANGE ORDER NUMBER 11	SUPPLEMENT NUMBER 0	FEDERAL NUMBER HSIPL 5930(095)

No time adjustment will be made, since the work described in this change order did not result in a critical delay.

CHANGE ORDER SUMMARY

Estimated Cost: **$** 1,045,165.08 ☐ Increase ☒ Decrease ☐ No Cost	For this order, the time of completion will be adjusted as follows: 0 days ☐ Increase ☐ Decrease ☐ No Time Adjustment ☐ Time Adjustment Deferred

REQUIRED FOR ALL CHANGE ORDERS

I agree that by providing my electronic signature for this form, I agree to conduct business transactions by electronic means and that my electronic signature is the legal binding equivalent to my handwritten signature. I hereby agree that my electronic signature represents my execution or authentication of this form, and my intent to be bound by it.

SUBMITTED BY

SIGNATURE	PRINT NAME AND TITLE	DATE
	Mohssen Ghassemi, Resident Engineer	

RECOMMENDED APPROVAL BY

SIGNATURE	PRINT NAME AND TITLE	DATE
	Jennifer Herndon, Project Manager	

CONTRACTOR ACCEPTANCE BY

We, the undersigned Contractor, have given careful consideration to the change proposed and agree to provide equipment, furnish materials, and perform the work specified above, and will accept as full payment the prices shown above.

SIGNATURE	PRINT NAME AND TITLE	DATE
	Matt Marriott, Sr. Project Manager	

This change order is not effective until approved by the Engineer. If you do not sign this order and you receive an approved change order, you are directed to proceed with the ordered work. You may file a Request for Information within the time specified.

CHANGE ORDER APPROVAL

ENGINEER APPROVAL BY

SIGNATURE	PRINT NAME AND TITLE	DATE

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

CHANGE ORDER

DOT CEM-4900 (REV 06/2026)

Change Requested By: ☐ Contractor ☒ Engineer

TO Highway Specialty Company, Inc. , Contractor	CONTRACT NUMBER 1020-2313
	COUNTY - ROUTE - Begin Postmile / End Postmile Roadside Signage Safety Audit (RSSA)
FROM Mohssen Ghassemi, PE RESIDENT ENGINEER	PROJECT IDENTIFIER NUMBER

CHANGE ORDER NUMBER	SUPPLEMENT NUMBER	FEDERAL NUMBER
12	0	HSIPL 5930(095)

CHANGE ORDER SUMMARY

Estimated Cost: $ 275,000.00 ☐ Increase ☒ Decrease ☐ No Cost	For this order, the time of completion will be adjusted as follows: 0 days ☐ Increase ☐ Decrease ☒ No Time Adjustment ☐ Time Adjustment Deferred

REQUIRED FOR ALL CHANGE ORDERS

I agree that by providing my electronic signature for this form, I agree to conduct business transactions by electronic means and that my electronic signature is the legal binding equivalent to my handwritten signature. I hereby agree that my electronic signature represents my execution or authentication of this form, and my intent to be bound by it.

SUBMITTED BY

SIGNATURE	PRINT NAME AND TITLE	DATE
Mohssen Ghassemi Digitally signed by Mohssen Ghassemi Date: 2026.07.31 11:02:38 -07'00'	Mohssen Ghassemi, Resident Engineer	

RECOMMENDED APPROVAL BY

SIGNATURE	PRINT NAME AND TITLE	DATE
Jennifer Herndon	Jennifer Herndon, Project Manger	08.06.26

CONTRACTOR ACCEPTANCE BY

We, the undersigned Contractor, have given careful consideration to the change proposed and agree to provide equipment, furnish materials, and perform the work specified above, and will accept as full payment the prices shown above.

SIGNATURE	PRINT NAME AND TITLE	DATE
	Ryan Prather, Sr. Project Manger	8-6-26

This change order is not effective until approved by the Engineer. If you do not sign this order and you receive an approved change order, you are directed to proceed with the ordered work. You may file a Request for Information within the time specified.

CHANGE ORDER APPROVAL

ENGINEER APPROVAL BY

SIGNATURE	PRINT NAME AND TITLE	DATE
	Micah Martin, Director of Public Works	08.06.26

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CHANGE ORDER

DOT CEM-4900 (REV 06/2026)

Change Requested By: ☐ Contractor ☒ Engineer

TO Highway Specialty Company, Inc. , Contractor		CONTRACT NUMBER 1020-2313
FROM Mohssen Ghassemi, PE RESIDENT ENGINEER		COUNTY - ROUTE - Begin Postmile / End Postmile Roadside Signage Safety Audit (RSSA) PROJECT IDENTIFIER NUMBER
CHANGE ORDER NUMBER 12	SUPPLEMENT NUMBER 0	FEDERAL NUMBER HSIPL 5930(095)

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract.

Decrease (Eliminate) Bid Item at Bid item Price:

In accordance with Section 9-1.06D, Eliminated Items" of the 2018 Standard Specifications, and as determined necessary by the Engineer, Eliminate Bid Item 07, "Traffic Control (CY)," from the Contract.

Decrease (Eliminate) Bid Item at Bid Item Price:

Item No. 07: Traffic Control (LS)
-1 Lump Sum (-100.00%) $775,000.00 /LS= -$775,000.00 (-100.00%)

In accordance with Section 9-1.06D, "Eliminated Items," of the Standard Specifications, payment adjustment due to the elimination of item No. 24 is zero.

Decrease (Eliminate) Bid Item at Bid Item Price= ($775,000.00).

Extra Work at Force Account:

Compensate the Contractor for actual costs incurred for Traffic Control related to the eliminated contract item No. 7, "Traffic Control," at the various locations specified in the Contract plans for execution of contract work.

Estimate of Extra Work at Force Account. $500,000.00

No Adjustment to any contract items and no additional compensation will be made by reason of this change.

There will be no time adjustment due to this change order since the change does not affect the controlling activity.

No time adjustment will be made, since the work described in this change order did not result in a critical delay.

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CALAVERAS COUNTY BOARD OF SUPERVISORS AGENDA SUBMITTAL

Short Name/Subject PSA Amendment – Dogtown Road Bridge Replacement: Mark Thomas & Company	**Board Meeting Date** September 8, 2026	**Agenda Number**
Dept: Public Works **Contact:** Micah Martin **Phone:** 209/754-6401	**Supervisorial District Number** District 4	Consent Agenda
Published Notice Required? No **Public Hearing Required?** No		**Estimated Time:** 0 Minutes
Type of Document? Agreement **PowerPoint Presentation Included?** No **Budget Transfer Included (Must be signed by Auditor)**? No **Complete Agreement Required?** No **Position Allocation Change?** No		

RECOMMENDATION:

Authorize the Board Chair to execute Amendment 15 to Agreement 1200-1808 with Mark Thomas & Company, Inc. for final design, right-of-way, and construction support services for the Dogtown Road Bridge Replacement Projects (French Gulch, San Domingo, and Indian Creek), increasing the maximum amount payable under this Agreement by $41,444 for a total amount not to exceed $1,336,376.85.

DISCUSSION/SUMMARY:

The Dogtown Road Bridge Replacement Projects consist of replacing three bridges on Dogtown Road over French Gulch, San Domingo Creek, and Indian Creek located just north of Angels Camp. Mark Thomas & Company is under a single agreement to deliver plans, specifications, and estimates, including associated work for all three Dogtown Road bridges. Amendment 15 is required to conduct additional right-of-way activities for the San Domingo Bridge Replacement Project. This project is 100% funded through the federal Highway Bridge Program (HBP).

San Domingo Bridge Replacement

Constructed in 1940, this single lane bridge consists of steel girders with timber decking. The bridge, which is 17 feet wide and 43 feet long, has deteriorating timber decking and visible rust on the steel girders. The bridge has been determined to be structurally deficient. The project will replace the existing one-lane bridge with a new structure that provides two, 10-foot travel lanes with 2-foot shoulders. Although the roadway is narrow, the two-lane bridge is necessary to accommodate emergency vehicle access and support evacuation needs for local residents.

The Department of Public Works (DPW) has completed preliminary engineering for the replacement of the Dogtown Road Bridge over San Domingo Creek (Bridge Number 30C-0049) and is now working to secure right-of-way certification to request construction funding authorization of from Caltrans.

After several years of stalled negotiations, the property owner has resumed discussions in good faith. Amendment 15 provides for show-me stakes and additional site visits to help with our

negotiations with the landowner. The Amendment also includes costs for reassessment of the value of the easements as the original appraisals are several years old.

FINANCING:

There is no impact to the County General Fund.

Increased compensation of $41,444 is being requested, increasing the total maximum compensation under this Agreement to an amount not to exceed $1,336,376.85. Included as Attachment A is a summary of contract amendments to date.

The cost associated with this amendment for right-of-way services is 100% reimbursable through the Highway Bridge Program (HBP). There is currently $250,000 authorized for the right-of-way phase and DPW has submitted a request for an additional $50,000 of right-of-way funding.

Necessary budget appropriations are included in the FY 2026-27 Department of Public Works – Capital Improvement Program (CIP) budget (12000010-9022).

ALTERNATIVES:

The Board may choose to do any of the following:

1. Authorize the Board Chair to execute Amendment 15 to Agreement 1200-1808 with Mark Thomas & Company, Inc. as recommended; or
2. Continue the item to another date for further consideration. This option is not recommended unless the Board specifically requests additional information which cannot be obtained during this meeting; or
3. Deny the request. This is not recommended as project completion would be put at risk as well as any federal funds that have been authorized.

Attachment A

Amendment Summary

Amendment	Purpose	Cost
1	Budget Revision, no increase	$ -
2	Budget Revision, no increase	$ -
3	Budget Revision, no increase	$ -
4	Budget Revision, no increase	$ -
5	Budget Revision, no increase	$ -
6	Term Revision	$ -
7	Budget Revision, no increase	$ -
8	Additional Environmental Consultation (French Gulch & Indian Creek 50)	$ 33,618.85
9	Revise and update construction easements (French Gulch)	$ 47,498.00
10	Budget Revision, no increase	$ -
11	Temporary construction easements (French Gulch & Indian Creek 50)	$ -
12	Budget Revision, no increase	$ -
13	Budget Revision, no increase	$ -
14	Budget Revision, no increase	$ -

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT 15

Mark Thomas & Company, Inc. Contractor/Consultant	**Public Works** Department
Engineering Services Description	**Capital Improvement Program** Division
Beginning April 1, 2019 Agreement Term	**Dogtown Road Bridge Replacement Project: French Gulch, San Domingo Creek, Indian Creek** Project

1200-1808 A15	**5930-061,062,063**	**$1,336,376.85**	**12000010**	**9015, 9016, 9017**
Agreement Number	Project Number	Amount	Org. Key	Object Code

Effective August 25, 2026, the following terms and conditions shall be amended:

Exhibit B: Budget shall be updated to incorporate budget adjustments for this Amendment 15. All rates and budget information included in previous amendments and Consultant's proposal submitted in response to Request for Proposal 18-1200-20-925 incorporated herein by reference, shall remain in full force and effect.

2. COMPENSATION

2.1. **Total Compensation:** For the services described in Section 1 above, and subject to the condition that the specified task has been completed as set forth in Section 1.3 above, Consultant shall be compensated at the rates as set forth in Exhibit B: Budget, attached hereto and incorporated herein by this reference provided, however, the total amount of compensation to be paid Consultant for the services described in Section 1 shall not exceed one million three hundred thirty-six thousand three hundred seventy-six and 85/100 dollars ($1,336.376.85).

All other terms and conditions shall remain unchanged.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 15 on the dates indicated below.

County

Chair
Board of Supervisors

Date

Contractor

R. Matt Brogan
Principal/Vice President

08/18/2026
Date

Calaveras County Counsel

Approved as to Legal Form

Sarah Edwards (08/18/2026 15:24:53 PDT)
County Counsel

Attest

Rebecca Turner, Ex-Officio Clerk
to the Board of Supervisors

[Remainder of page left intentionally blank.]

EXHIBIT B: BUDGET

AMENDMENT 15

Mark Thomas & Company, Inc.	**Public Works**
Contractor/Consultant	Department
Engineering Services	**Capital Improvement Program**
Description	Division
Beginning April 1, 2019	**Dogtown Road Bridge Replacement Project: French Gulch, San Domingo Creek, Indian Creek**
Agreement Term	Project

1200-1808	**5930-061,062,063**	**$1,336,376.85**	**12000010**	**9015, 9016, 9017**
Agreement Number	Project Number	Amount	Org. Key	Object Code

Budget		
Project	**Contract Budget**	**Revised Budget**
Dogtown San Domingo	352,731.00	393,875.00
Dogtown Indian Creek	462,464.93	462,464.93
Dogtown French Gulch	480,036.92	480,036.92
Total	**1,295,232.85**	**1,336,376.85**

[Remainder of page left intentionally blank.]

Dogtown Road Bridge PS&E – San Domingo

DOGTOWN SAN DOMINGO BUDGET			
Description	Contract Budget	Amendment 15 Adjustments	Revised Budget
Task 1 Coordination and Project Management	37,713.00	-	37,713.00
Task 2 Engineering Final Design	199,141.00	-	199,141.00
Task 3 Right of Way Phase Engineering	4,400.00	-	4,400.00
Task 4 Right of Way Phase Acquisition	12,907.00	41,144.00	54,051.00
Task 5 Agency Permitting	20,563.00	-	20,563.00
Task 6 Construction Phase	17,600.00	-	17,600.00
Anticipated Salary Increases and Other Direct Costs	24,962.00	-	24,962.00
Optional Tasks	24,744.00	-	24,744.00
Other Direct Costs	500.00	-	500.00
Task 7 Unallocated Contingency	10,201.00	-	10,201.00
TOTAL BUDGET	352,731.00	41,144.00	393,875.00

Dogtown Road Bridge PS&E – Indian Creek

DOGTOWN INDIAN CREEK BUDGET			
Description	Contract Budget	Amendment 15 Adjustments	Revised Budget
Task 1 Coordination and Project Management	42,037.94	-	42,037.94
Task 2 Engineering Final Design	170,874.35	-	170,874.35
Task 3 Right of Way Phase Engineering	14,308.07	-	14,308.07
Task 4 Right of Way Phase Acquisition	9,811.25	-	9,811.25
Task 5 Agency Permitting	3,011.22	-	3,011.22
Task 6 Construction Phase	30,638.73	-	30,638.73
Task 7 Unallocated Contingency	-	-	-
Anticipated Salary Increases	-	-	-
Other Direct Costs	-	-	-
Optional Tasks	191,783.37	-	191,783.37
Other Direct Costs	-		-
Total Budget	462,464.93	-	462,464.93

Dogtown Road Bridge PS&E – French Gulch

Description	Contract Budget	Amendment 15 Adjustments	Revised Budget
Task 1 Coordination and Project Management	38,517.54	-	38,517.54
Task 2 Engineering Final Design	133,590.43	-	133,590.43
Task 3 Right of Way Phase Engineering	24,582.85	-	24,582.85
Task 4 Right of Way Phase Acquisition	32,535.43	-	32,535.43
Task 5 Agency Permitting	-	-	-
Task 6 Construction Phase	27,287.88	-	27,287.88
Anticipated Salary Increases and Other Direct Costs	-	-	-
Optional Tasks	-	-	-
Other Direct Costs Optional	-	-	-
Task 7 Unallocated Contingency	-	-	-
Subconsultants	223,522.79	-	223,522.79
TOTAL BUDGET	480,036.92	-	480,036.92

Signature:

Email: MMartin@calaverascounty.gov

CALAVERAS COUNTY BOARD OF SUPERVISORS AGENDA SUBMITTAL

Short Name/Subject Keep Calaveras Clean – Pennsylvania Gulch Road Sidewalk Project – Construction Management Contract Amendment	**Board Meeting Date** September 8, 2026	**Agenda Number**
Dept: Public Works **Contact:** Micah Martin **Phone:** (209) 754-6401	**Supervisorial District Number** District 3	Consent Agenda
Published Notice Required: No **Public Hearing Required:** No		**Estimated Time:** 0 Minutes
Type of Document: Agreement **PowerPoint Presentation Included:** No		

RECOMMENDATION:
Approve and authorize the Board Chair to execute Amendment #01 to Contract #1200-2516 with Albat for Construction Management Services for the Keep Calaveras Clean – Pennsylvania Gulch Road Sidewalk Project, increasing the total contract amount by $25,000 for a new not-to-exceed amount of $114,940.10.

DISCUSSION/SUMMARY:
On May 26, 2026, the Board of Supervisors awarded Contract #1200-2516 to Albat for Construction Management Services for the Keep Calaveras Clean – Pennsylvania Gulch Road Sidewalk Project.

Construction began promptly on June 8, 2026. Shortly thereafter, the contractor encountered challenges aligning the planned design with existing roadway conditions on-site. Addressing these unforeseen site conditions required more effort from the consultant than originally anticipated. As a result, the consultant is requiring an additional $25,000 to complete the necessary construction management services.

The original contract amount was $89,940.10. The Department of Public Works requests that the Board enter into Amendment #1200-2516 A01, increasing the total contract amount to $114,940.10 ($89,940.10 + $25,000).

FINANCING:
There is no impact to the County General Fund.

The work performed under this Agreement is fully funded by the Clean California Local Grant – Cycle 2: Keep Calaveras Clean Program.

ALTERNATIVES:
The Board may choose to do any of the following:

1. Execute Amendment 01 as recommended, increasing the contract amount by $25,000; or

2. Continue the item to another date for further consideration. This action is not recommended unless the Board specifically requests additional information that cannot be obtained during this meeting; or

3. Decline to enter into the contract amendment.

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT 01

Albat Consultant	**Public Works** Department
Construction Management Description	**Capital Improvement Program** Division
May 26, 2026, through December 31, 2027 Agreement Term	**Pennsylvania Gulch Road Sidewalk Project** Project

1200-2516 A01	**$114,940.10**	**12000010**	**9048**
Agreement Number	Amount	Org. Key	Object Code

Effective August 1, 2026, the following terms and conditions shall be amended:

EXHIBIT B:

Exhibit B: Budget shall be replaced in its entirety.

All other terms and conditions shall remain unchanged.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 01 on the dates indicated below.

County

Chair
Board of Supervisors

Date

Consultant

Tetevik Janvelyan (08/27/2026 08:39:29 PDT)

Tetevik Janvelyan, P.E.
President

08/27/2026

Date

Calaveras County Counsel

Approved as to Legal Form:

Sarah Edwards (08/27/2026 12:37:00 PDT)

Signature

Attest

Rebecca Turner, Ex-Officio Clerk of the Board of Supervisors

[Remainder of this page intentionally left blank.]

EXHIBIT B: BUDGET

Albat	**Public Works**
Consultant	Department
Construction Management	**Capital Improvement Program**
Description	Division
May 26, 2026, through December 31, 2027	**Pennsylvania Gulch Road Sidewalk Project**
Agreement Term	Project

1200-2516 A01	**$114,940.10**	**12000010**	**9048**
Agreement Number	Amount	Org. Key	Object Code

PENNSYLVANIA GULCH ROAD SIDEWALK PROJECT			
TASK DESCRIPTION	Original Budget	Amendment 10	Amended Budget
TASK 1 - PRECONSTRUCTION	6,648.47	-	6,648.47
TASK 2 - CONSTRUCTION MANAGEMENT SERVICES	64,150.73	20,000.00	84,150.73
TASK 2.1 - MATERIALS TESTING (CRAWFORD & ASSOCIATES)	13,211.53	-	13,211.53
TASK 3 - POST CONSTRUCTION & PLANT ESTABLISHMENT	5,929.37	5,000.00	10,929.37
TOTAL BUDGET	89,940.10	25,000.00	114,940.10

[Remainder of this page intentionally left blank.]

PROFESSIONAL SERVICES AGREEMENT

Albat Consultant	**Public Works** Department
Construction Management Description	**Capital Improvement Program** Division
May 26, 2026, through December 31, 2027 Agreement Term	**Pennsylvania Gulch Road Sidewalk Project** Project

1200-2516	**5930-106**	**$89,940.10**	**1200010**	**9048**
Agreement Number	Project Number	Amount	Org. Key	Object Code

THIS AGREEMENT is made and entered into by and between the County of Calaveras, a political subdivision of the State of California (hereinafter referred to as "County"), and Albat (hereinafter referred to as "Consultant"). County and Consultant shall collectively be referred to as "Parties."

WHEREAS, County, through its Public Works Department – Capital Improvement Division, is responsible for providing roadway improvement services; and

WHEREAS, County is authorized by Government Code § 23004 to enter into Agreements as necessary for the exercise of its powers; and

WHEREAS, Consultant has represented to County that it has the necessary training, experience, expertise, and competency to provide the services, goods, and materials that are described in this Agreement, and that it will do so in a manner consistent with County's goals; and

WHEREAS, in the judgment of County, it is necessary and desirable to employ Consultant to perform the described services; and

NOW, THEREFORE, County and Consultant agree as follows:

1. DESCRIPTION OF SERVICES

1.1. **Consultant's Specified Services:** Consultant shall furnish all facilities, equipment, personnel, labor, and materials (hereinafter referred to as "Work" or "Services") necessary to provide the services described in Exhibit A: Description of Services attached hereto and incorporated herein by this reference, and within the times or by the dates provided for in Exhibit A: Description of Services. In the event of any conflict between any provisions of this Agreement and any Exhibit(s) to this Agreement, the provision that requires the highest level of performance from the Consultant for the County's benefit shall prevail.

1.2. **Cooperation with County:** Consultant shall cooperate with County and County staff in the performance of all work under this Agreement.

1.3. **Performance Standard:** Consultant shall perform these services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by each profession and shall comply with all applicable Federal, State, and Local laws, ordinances, codes, and regulations in performing its services. Consultant shall perform all work under this Agreement in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant agrees to provide all services under this Agreement in accord with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accord 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 Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Section 7; or (d) pursue any and all other remedies at law or in equity.

1.4. **Assigned Personnel:**

1.4.1. Consultant shall assign only competent personnel to perform the work under this Agreement. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform the work under this Agreement, Consultant shall remove such person or persons immediately upon receiving written notice from County.

1.4.2. Any and all persons identified in this Agreement or any Exhibit hereto as the project manager, project team, or other professional performing the work under this Agreement are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement, Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

1.4.3. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. COMPENSATION

2.1. **Total Compensation:** For the services described in Section 1 above, and subject to the condition that the specified task has been completed as set forth in Section 1.3 above,

Consultant shall be compensated at the rates as set forth in Exhibit B: Budget/Rates, attached hereto and incorporated herein by this reference provided, however, the total amount of compensation to be paid Consultant for the services described in Section 1 shall not exceed eighty nine thousand, nine hundred forty dollars and ten cents ($89,940.10).

2.2. **Separate Accounting:** To the extent that Consultant is performing other projects for the County at other locations and pursuant to other Agreements, the Consultant shall maintain complete and separate accounting for each project. Invoices for compensation and reimbursement shall be similarly separated.

2.3. **Expense Reimbursement:** Consultant shall not be entitled to reimbursement for any expenses other than those described in Section 1 above and as identified in Exhibit B: Budget/Rates.

No funds paid to Consultant through this Agreement shall be utilized to compensate employees of Consultant for overtime or compensatory time off, except to the extent that Consultant is required to pay for overtime or compensatory time off pursuant to the Fair Labor Standards Act of 1938, 29 USC Section 201 et seq., or applicable State law.

If federal funds are expended under this Agreement, costs claimed under this Agreement are subject to the following federal publication (current publications are available online and can be found at www.whitehouse.gov/omb/circulars/): Uniform Guidance: 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements.

2.4. **Overpayment:** If County overpays Consultant for any reason, Consultant agrees to return the amount of such overpayment to County or at County's option, permit County to offset the amount of overpayment against future payments owed to Consultant under this Agreement or any other Agreement.

3. TERM

3.1. **Term:** The term of this Agreement shall be effective from May 26, 2026, through December 31, 2027, unless terminated earlier as set forth in Section 7: Termination and Severability. The term of this Agreement may only be extended upon written mutual consent of both parties as set forth in Section 26: Amendment.

3.2. **Deliverables:** All deliverables and products of this Agreement shall be completed and submitted to the County as set forth in Exhibit A: Description of Services.

4. BILLING AND PAYMENT

4.1. **Billing:** On a monthly basis, and not more frequently than monthly, Consultant shall submit invoices to County, no later than the tenth (10th) of the month for the preceding month. The billing period shall be the first day of the month through the last day of the month, without exception. If requested by the County, the Consultant shall provide any further documentation it has or can reasonably generate to verify the compensation and reimbursement sought by the Consultant. Consultant shall submit to County a written invoice. Invoicing shall be consistent with Exhibit B: Budget/Rates.

Within 10 business days of receipt of the Consultant's detailed invoice, the County Contract Manager shall review invoices for acceptance to which the County Contract Manager shall immediately notify Consultant of any discrepancies. Consultant and the County Contract Manager shall work in good faith to resolve such discrepancies within 10 business days after notification. Should a discrepancy result in a partial rejection of any item(s) invoiced, the Consultant shall submit a revised invoice for payment.

All invoices shall include:

4.1.1. A monthly total and itemization of all costs by budget line item, arranged in the same order as the approved budget;

4.1.2. A simplified worksheet that explains how salary charges on invoices were calculated and list employees by name, position, location, and amount charged; and

4.1.3. Copies of invoices submitted to Consultant from subconsultants if subconsultants' utilized.

4.2. Consultant shall submit all invoices to dpwfiscal@co.calaveras.ca.us or submit hard copies to the following address:

County of Calaveras
Department of Public Works
Attention: Accounts Payable
891 Mountain Ranch Road #32
San Andreas, CA 95249

4.3. **Payment:** Unless otherwise stated in this Agreement, upon submittal of an invoice as set forth in Section 4.1. above, payment shall be within thirty (30) days of receipt of Consultant's invoices provided Consultant submits complete invoices. Payment shall only be made upon the satisfactory completion of the services as determined by the County. Payment to Consultant shall be withheld should Consultant fail to comply with any requirements set forth in this Agreement.

5. REPRESENTATIVES AND NOTICE

5.1. **Designation:** Each party shall designate an officer, employee or other authorized representative to act on that party's behalf with respect to the work. This representative shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner. Each party has the right to change its representative at any time; provided, however, that a party wishing to change its designated representative shall endeavor to notify the other party in writing not less than ten (10) calendar days before making any such change. At the time this Agreement is executed, the parties' designated representatives shall be as follows:

County Contract Manager: Jennifer Herdon
Project Manager

Consultant: Tatevik Janvelyan, P.E.
President

5.2. **Address:** All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Consultant at their respective addresses as follows:

Consultant: Albat
Attention: Tatevik Janvelyan, P.E.
7801 Folsom Blvd. Suite 325
Sacramento, CA 95826

County: County of Calaveras
Department of Public Works
Attention: Jennifer Herndon
891 Mountain Ranch Road #32
San Andreas, CA 95249

Any party may change the address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

5.3. **Effective Date:** All notices shall be effective upon receipt and shall be deemed received through delivery if personally served, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

6. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING

The services and compensation received by County and Consultant pursuant to this Agreement are based on the continued receipt of funding for this purpose. In the event that funding is terminated, in whole or in part, for any reason, this Agreement and all obligations of the parties arising from this Agreement may be terminated. County agrees to inform Consultant no later than ten (10) calendar days after receiving notification that funding will be terminated and provide the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by Consultant arising out of performance of this Agreement must be submitted to County within ten (10) calendar days of the final date for which funding is available.

7. TERMINATION AND SEVERABILITY

7.1. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the breaching party of such breach in writing, describe the breach, and demand that it be cured within 15 calendar days of receipt if the breach is not cured within 15 calendar days of the notice of breach (or any such longer period as may be specified in the notice or otherwise agreed to by the parties), the party that gave notice of breach may unilaterally terminate this Agreement by sending the breaching party notice of termination. The date of termination in this event shall be 15 calendar days after the notice of

termination. A party's exercise of the notice and termination rights authorized by this Section shall in no way operate as a waiver or forfeiture of the party's right to seek and recover damages from the breaching party for the breach of this Agreement.

7.2. For any other reason other than a breach or failure to perform (which are discussed in the subsection above), either party may unilaterally terminate this Agreement for any reason at any time during its term, by giving 15 calendar days advanced written notice to the other party. The date of termination for this purpose shall be 15 calendar days after notice of termination.

8. INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to defend and indemnify, hold harmless, and release County, its elected representatives, officers, officials, agents, employees, and volunteers from and against any and all actions, claims, damages, demands, losses, liabilities, disabilities or expenses, defense costs (including without limitation costs and fees of litigation), of any kind or nature, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to Contractor's performance or obligations under this Agreement. Contractor's obligations under this section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's sole negligence or willful misconduct. If such indemnification becomes necessary, County Counsel for the County shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the County. This Indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Acts. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits. This indemnification clause shall survive the termination or expiration of this Agreement.

9. INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the Agreement 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 Consultant, its agents, representatives, or employees. Coverage shall be at least as broad as:

9.1. **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 **$2,000,000** 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.

9.2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$2,000,000** per accident for bodily injury and property damage.

9.3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$2,000,000** per accident for bodily injury or disease. **(Not required if Consultant provides written verification, it has no employees.)**

9.4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **$2,000,000** per occurrence or claim, $4,000,000 aggregate.

9.5. If the Consultant 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 Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

9.6. **Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:**

9.6.1. **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 Consultant 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 Consultant'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).

9.6.2. **Primary Coverage:** For any claims related to this Agreement, the **Consultant's insurance coverage shall be primary** with 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 Consultant's insurance and shall not contribute with it.

9.6.3. **Notice of Cancellation:** Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the County**.

9.6.4. **Waiver of Subrogation:** Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant 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.

9.6.5. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the County. The County may require the Consultant 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.

9.6.6. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the County.

9.6.7. **Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis:

9.6.7.1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

9.6.7.2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

9.6.7.3. 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 Consultant must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.

9.6.8. **Verification of Coverage:** Consultant shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant'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.

9.6.9. **Subconsultants:** Consultant shall require and verify that all subconsultants' maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subconsultants'.

9.6.10. **Retentions:** Retentions must be declared to, and are subject to the approval of, the County's Director of Risk Management.

9.6.11. **Special Risks or Circumstances:** 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.

10. RECORDS EXAMINATION AND AUDIT REQUIREMENTS

In accordance with Government Code Section 8546.7, Consultant shall permit State or Federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the services provided by Consultant under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality

and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Consultant shall supply copies of any and all such records to County. Failure to provide the documents requested by County within the requested time frame indicated may result in County withholding payments due under this Agreement.

All records, documents, general correspondence relating to the project in possession of the Consultant shall be retained by the Consultant for a minimum of three years from the date of project completion.

11. ETHICS AND STANDARDS OF CONDUCT

Consultant agrees to adhere to ethical standards. Consultant agrees to written policies and procedures that ensure compliance with ethical standards of conduct.

Every reasonable course of action shall be taken by Consultant in order to maintain the integrity of the expenditure of public funds to avoid favoritism and questionable or improper conduct. Consultant must attest that he or she has not been convicted of fraud or misappropriation of funds.

Furthermore, this Agreement shall be administered in an impartial manner, free from efforts to gain personal, financial, or political gain. Consultant shall not solicit or accept money or any other consideration with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of this Agreement. County, by written notice to Consultant, may terminate this Agreement if it is found that gratuities were offered or given by Consultant with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of this Agreement, provided that the existence of the facts upon which the County makes such findings may be reviewed in any competent court.

In the event this Agreement is terminated as provided in the paragraph above, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of the breach of the Agreement by Consultant, and as a predetermined amount of liquidated damages in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount which shall be not less than three times the cost incurred by County in providing such gratuities to any such officer or employee.

12. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Consultant certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether

the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

13. NONDISCRIMINATION IN EMPLOYMENT

Consultant shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of Consultant or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability.

14. LICENSE AND PERMITS

Consultant shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Calaveras, and all other appropriate governmental agencies to provide agreed upon services. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County. Consultant shall have in effect and shall maintain appropriate licensure during the term of this Agreement, if applicable.

15. CONFLICT OF INTEREST

15.1. **Applicable Law:** Consultant shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, § 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with § 1090, and Chapter 7 of Title 9 of said Code, commencing with § 87100 including regulations promulgated by the California Fair Political Practices Commission.

15.2. **Covenant:** Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Consultant's obligations and responsibilities hereunder. Consultant further covenants that in the performance of this Agreement, Consultant will take reasonable care to ensure that no person having any such interest shall be employed. This covenant shall remain in force until Consultant completes performance of the services required of it under this Agreement.

15.3. **Notification:** Consultant agrees that if any fact comes to its attention, which raises any question as to the applicability of any conflict-of-interest law or regulation, Consultant will immediately inform County and provide all information needed for resolution of the question.

16. COVENANT AGAINST CONTINGENT FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage

fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

17. STATUS OF CONSULTANT

17.1. **Independent Consultant:** It is understood and agreed by all the parties hereto that Consultant is an independent Consultant and that no relationship of employer-employee exists between the County and Consultant. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of the County. Consultant hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

17.2. **No Agency:** It is further understood and agreed by all the parties hereto that (1) except as specifically authorized by this Agreement, neither Consultant nor Consultant's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent; and (2) neither Consultant nor Consultant's assigned personnel shall have any right to bind the County to any obligation whatsoever.

17.3. **Taxes:** It is further understood and agreed by all the parties hereto that Consultant must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Consultant's assigned personnel.

17.4. **Enforcement:** There are no third-party beneficiaries of this Agreement, and no one except the parties to this Agreement may seek to enforce its terms.

18. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Consultant under this Agreement are not assignable in whole or in part. In addition, Consultant shall not subcontract any portion of the services required of Consultant by this Agreement without the express written consent of the County. If any portion of the services required of Consultant is subcontracted, the subconsultant(s) shall maintain the same insurance as required of Consultant by this Agreement and Consultant shall be fully responsible to the County for all work undertaken by subconsultant(s). Any subcontract in excess of $25,000 entered into as a result of this Agreement, shall contain all terms and provisions of this Agreement.

19. WAIVER, BREACH, AND SEVERABILITY

19.1. Any waiver of or failure by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by this Agreement to the County shall not be deemed to be a waiver of any additional or subsequent right conferred to the County by this Agreement or of any other term, covenant or condition of this Agreement by the County.

19.2. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, both Parties shall be relieved of all obligations arising under such provision, and the remainder of this Agreement shall not be affected by such declaration or finding and each provision not so affected shall be enforced to the fullest extent permitted by law.

20. APPLICABLE LAW AND VENUE

In the performance of the services required by this Agreement, Consultant shall take reasonable care to comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California.

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

All parties agree that this Agreement and all documents issued or executed pursuant hereto and the rights and obligations of the parties there under and hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon County unless agreed in writing by County and counsel for County.

Notwithstanding any other provisions of this Agreement, any dispute concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Calaveras County, unless the parties agree otherwise or are otherwise required by law.

Consultant shall adhere to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes, laws, and regulations that pertain to health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to Consultant.

21. DISPUTES

Disputes between the parties arising out of the services or other terms of this Agreement which cannot be resolved by informal negotiation and mutual concurrence between the parties shall be resolved using the procedures of Article 1.5 (§ 20104 et seq.) of the California Public Contract Code. That article provides that claims must be made in writing and the parties shall meet and confer pursuant to Public Contract Code § 20104.2. If the claim or any portion thereof remains in dispute following the meet and confer conference, the claimant may file a claim as provided in Chapter 1 (commencing with § 900) and Chapter 2 (commencing with § 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

If a civil action is filed to resolve such claims, the procedures of Public Contract Code § 20104.4 shall apply; the venue for any resulting arbitration shall be in Calaveras County. The pendency of a dispute will not excuse the Consultant from full and timely performance in accordance with the terms of this Agreement.

22. PUBLIC RECORDS ACT

Upon its award, this Agreement shall be subject to disclosure pursuant to the California Public Records Act.

23. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Consultant affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Consultant and to bind Consultant to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Consultant and Consultant understand that the County is relying on this representation in entering into this Agreement.

24. EXHIBITS

Each Exhibit referenced in, and attached to, this Agreement shall be incorporated into this Agreement by reference.

25. CAPTIONS

The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

26. AMENDMENT

Notwithstanding any of the provisions of this Agreement, the parties may mutually agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or amendment to said Agreement not incorporated herein shall be binding on any of the parties hereto.

The Director of Public Works shall have the authority to approve modifications to the term, scheduling, billing rates, and allocation of funds between the tasks and subtasks (if any) set forth above, provided there is no increase to the total compensation as set forth in Section 2 of this Agreement. Any modification that results in an increase to the total compensation may only be made upon approval of the appropriate authority as determined by County Purchasing Code and by written instrument signed by both Parties.

27. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and Consultant and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

County

Chair

Board of Supervisors

5/26/26

Date

Consultant

Tatevik Janvelyan, P.E.

President

5/4/2026

Date

Calaveras County Counsel

Approved as to Legal Form:

Signature

Attest

Rebecca Turner, Ex-Officio Clerk of the Board of Supervisors

EXHIBIT A: DESCRIPTION OF SERVICES

Albat Consultant/Consultant	**Public Works** Department
Construction Management Description	**Capital Improvement Program** Division
May 26, 2026, through December 31, 2027 Agreement Term	**Pennsylvania Gulch Road Sidewalk Project** Project

1200-2516	**5930-106**	**$89,940.10**	**1200010**	**9048**
Agreement Number	Project Number	Amount	Org. Key	Object Code

Consultant shall perform the following tasks consistent with the requirements and procedures in the Caltrans' Construction and Local Assistance Manuals, Request for Proposal 25-1200-16-925, incorporated herein by this reference, and Consultant's proposal submitted in response to Request for Proposal 25-1200-16-925, incorporated herein by this reference.

1. PRECONSTRUCTION

Obtain an understanding of the contract documents and begin extensive planning and multi-agency coordination. Perform a constructability review of the contract documents by the Resident Engineer. Develop a list of required submittals, project milestones and potential Requests for Information (RFIs) from a thorough review of the plans, special provisions and permits, licenses, agreements, and certifications (PLACs). Establish a pre-construction agenda for the subsequent preconstruction meeting with the Contractor and appropriately distribute to the project team in what begins our project-long coordination effort.

Reach out to the Contractor for introductions, receive a preliminary work plan, discuss the status of project requisite milestones and set a date for the preconstruction meeting. Discussion topics include but are not limited to the water pollution control plan, project baseline schedule, PLAC required submittals, Underground Service Alert (USA) notification(s), manpower and equipment (names and contact information/ specifications) and any agreements or conversations that have taken place. Decide whether an initial site walk is scheduled to take place prior to or following the preconstruction meeting and ensure the Contractor's representative (PM, Project Engineer or Superintendent) to participate.

Begin USA markings, and schedule the preconstruction meeting, and document and photograph existing conditions prior to construction. Compile all information and present it to the project team to ensure alignment of the work to be done and items that may need clarification.

Project specific intra-agency coordination and facilitate project team communication and coordination with State and Federal with a Resident Engineer throughout the entirety of construction. Develop relationships with the adjacent property owners and the general public. Obtain the Contractor's schedule, coordinate it

with all interested parties and provide the requisite prior notification for changes to access, egress and traffic patterns

Preconstruction Deliverables: Project Log / RFI's / Submittal's / CCO's / Material Testing Logs / Initial Jobsite Walk-Through / Preconstruction Photos / Daily Field Inspection Reports (including observation notes, photos, correspondence) / Project Files in Caltrans Construction Management Format / Meeting Agenda(s) and Minute(s)

2. CONSTRUCTION MANAGEMENT SERVICES

Close adherence to the contract plans, specifications and PLACs to properly construct and administer the project. Provide Resident Engineer experience and professional opinion to augment County decision-makers in the administration of the construction contract. Tasks include, but are not limited to, maintaining continuous agency coordination, conducting a daily review and documentation of the construction operations, reporting safety concerns, conducting labor compliance interviews, performing field checks and measurements, verifying material compliance, preparing and conducting weekly and special topic meetings and observing all applicable contract specifications, standards and regulatory requirements.

Prepare electronic daily reports which will document weather, shift duration, personnel on the project, equipment used, visitors, observations and measurements made, tracking of force account activities (including accurate recording of labor, equipment and materials used), phone conversations, field instructions and discussions, and any other daily occurrences pertinent to the scope, schedule, budget, quality and safety related issues. Reports will contain photos of daily work activities and copies of material delivery documents received onsite. Inspectors will make sure to document quantities for our REs review and concurrence to efficiently prepare and process progress pay estimates. The Resident Engineer will review daily reports content. Identified field and safety issues will be escalated to the RE to ensure timely resolution or issuance of corrective action(s).

Ensure that transmitted documents, submittals and RFIs are responded to in a timely manner, logs for change orders, RFIs, submittals, and certified payroll are maintained, and weekly meetings are held with the pertinent stakeholders and Contractor. Follow the Caltrans LAPM and Construction Manual requirements, utilizing approved forms and organizing all files in accordance with the 63 Category filing system, while maintaining project records and performing periodic internal audits to ensure compliance and support timely project completion and closeout.

Construction Management Services Deliverables: Correspondence log (Maintained throughout the duration of the project, tracking all received and sent correspondence) / Construction Documentation / Daily Field Inspection Reports (including observation notes, measurements, quantities, photos, manpower, equipment, correspondence) / Weekly Statement of Working Days / Weekly RE Reports / Project Pay Estimates / Quantity Calculation Sheets / Documenting Extra Work / Contract Change Orders / Quality Assurance Results (Material Testing/Source Inspection reporting, final summary/log) / Project Files in Caltrans Construction Management Format (Utilizing CT forms, LAPM 63 Category Filing System) / Meeting

Agenda(s) and Minute(s) (distributed weekly) / As-Built Plans (Redlines will be kept and updated throughout the duration of the project.)

2.1 MATERIALS TESTING

Provide Construction Materials Sampling, Testing, and Source Inspection Services to ensure that materials and construction methods comply with applicable project specifications, standards, and agency requirements. Materials sampling and testing will be performed in accordance with the Calaveras County Department of Public Works Quality Assurance Program; the project Special Provisions; and the Caltrans Standard Specifications (2022). These services are essential to verify material quality, durability, and performance, supporting the overall compliance and success of the project.

Provide a qualified engineering technician on an as-needed basis to observe earthwork operations and perform field sampling and testing of soils and aggregates. Conduct field density testing to evaluate conformance with the project Plans and Specifications. Services will include inspection and testing of sidewalk subgrade and aggregate, roadway aggregate and aggregate base. All sampling and testing will be performed in accordance with the applicable Caltrans, AASHTO, and ASTM standards and project-specific requirements.

Perform field density testing and sampling during placement of Hot Mix Asphalt to verify compliance with the project plans and specifications. This scope of work includes field verification of batch tickets for conformance with the approved Job Mix Formula (JMF), collection of representative HMA samples at the batch plant, and laboratory testing of collected samples for asphalt content, gradation, specific gravity, and other properties.

Conduct sampling and testing of concrete during placement to determine compliance with the project Plans and Specifications. This scope of work includes field verification of batch tickets for conformance with the approved mix design, field testing for slump, temperature, and air content, concrete aggregate sampling, preparation and curing of concrete test specimens for compressive strength determination, laboratory testing of collected aggregate and concrete samples for compressive strength and other specified properties.

3. POST CONSTRUCTION & PLANT ESTABLISHMENT

Generate and maintain a punch list of incomplete items of work during the course of construction .As the project nears completion, generate and provide a final punch list inclusive of all previously identified items to the Contractor. Track the status of each item, including when work began, when it was completed, and any associated changes.

f shop drawings with review comments, the completed final punch list, and Record Drawings (As-Built) prepared independently from the Contractor's set. Conduct a final walk-through with the County and Contractor. Once all work has been completed to the satisfaction of the team, issue the final estimate, work with the contractor for project acceptance, and provide as-built drawings and audit-ready project records to the County.

Following construction, actively manage and perform plant establishment inspection services for the full one-year establishment period (estimated to be August 1, 2026, through July 31, 2027). These services will include conducting and documenting regular field inspections, verifying plant health and survival, monitoring irrigation performance, identifying deficiencies, coordinating corrective actions with the Contractor, and confirming compliance with the contract requirements for plant establishment and maintenance. Prepare and submit all required plant establishment documentation, including quarterly reports with date-stamped photographic records, to support final acceptance.

Post Construction & Plant Establishment Deliverables: Correspondence Log (Final) / Daily Field Inspection Reports (Final, Chronologically Organized) / Permanent Erosion Control Establishment (PECE) Reports / Quarterly Plant Maintenance and Establishment Reports / Botanist Monitoring Report / Project Pay Estimates (Final)/ Quantity Calculation Sheets (Final) / Quality Assurance Summary / Testing Log (Final) / As-Built Plans (Stamped and signed)

EXHIBIT B: BUDGET

Albat Consultant/Consultant	**Public Works** Department
Construction Management Description	**Capital Improvement Program** Division
May 26, 2026, through December 31, 2027 Agreement Term	**Pennsylvania Gulch Road Sidewalk Project** Project

1200-2516	**5930-106**	**$89,940.10**	**1200010**	**9048**
Agreement Number	Project Number	Amount	Org. Key	Object Code

Description	Amount
Task 1 - Preconstruction	$ 6,648.47
Task 2 - Construction Management Services	$64,150.73
Task 2.1 - Materials Testing (Crawford & Associates)	$13,211.53
Task 3 - Post Construction & Plant Establishment	$ 5,929.37
TOTAL	**$89,940.10**

CALAVERAS COUNTY BOARD OF SUPERVISORS AGENDA SUBMITTAL

Short Name/Subject Conduct a Public Hearing on the Fiscal Year 2026-27 Recommended County Budget	**Board Meeting Date** September 8, 2026	
Dept: **Administrative Office** **Div:** **Administrative Office** **Department Head** Teresa Hitchcock **Phone:** 209-754-6025	**Supervisorial District Number** ☐D1 ☐ D2 ☐ D3 ☐ D4 ☐ D5 ☒ County Wide	Regular Agenda
Published Notice Required: Yes ☒ No ☐ **Public Hearing Required: Yes ☒ No ☐** **4/5 Vote Required: Yes ☐ No ☒**		**Estimated Time:** 180 Minutes
Type of Document: Action **PowerPoint Presentation Included: Yes ☒ No ☐**		

RECOMMENDATION:

1) Receive a Presentation and Conduct a Public Hearing on the Fiscal Year 2026-27 Recommended County Budget; and 2) Direct Staff to Return on September 22, 2026 with the County Budget Resolutions for Adoption.

DISCUSSION/SUMMARY:

California Government Code Sections 29000 *et seq.* require counties to hold a public hearing on the recommended budget and subsequently adopt an annual budget no later than October 2 of each year. To comply with this mandate, the County Executive Officer (CEO) must present a budget for formal adoption by the Board of Supervisors prior to that statutory deadline.

In June, staff presented the Proposed FY 2026-27 Budget to the Board as the County's operating budget for the upcoming fiscal year. At that time, staff necessarily relied on preliminary estimates for final revenue figures and prior-year fund balances. These assumptions are required annually because the County's financial books have not yet been fully closed by the Auditor-Controller.

Following the close of the FY 2025-26 financial records, the CEO has prepared the Recommended Budget for FY 2026-27. This updated budget incorporates: finalized revenue totals and confirmed fund balances from the prior fiscal year; adjustments requested by departments and recommended by the CEO based on year-end financial outcomes; any Board-directed modifications arising from the public process.

The Recommended Budget was posted for public review on the Calaveras County Administration website on August 27, 2026 at:
https://administration.calaverasgov.us/Budgets/Calaveras-County-Budgets

Staff will incorporate Board direction provided during the public hearing and return on September 22, 2026, with the finalized FY 2026-27 County Budget for adoption.

FINANCING:

This item presents the FY 2026-27 Recommended County Budget, including all appropriations for General Fund, Non-General Fund, and Special/Designated Revenue Funds. The FY 2026-27 Recommended County Budget sets forth the financing approvals for all Departments and establishes the County's spending plan which aligns appropriations with projected revenues and fund balances. Adoption of the budget prior to October 2 is required to ensure continued compliance with state law and to authorize departmental spending for the fiscal year.

ALTERNATIVES:
The Board may choose to do any of the following:

a) Conduct a public hearing on the recommended budget and provide direction as requested; or

b) Continue the item to another date for further consideration. This option is not recommended unless the Board specifically requests additional information which cannot be obtained during this meeting; or

c) The Board could elect not to receive the presentation or conduct a hearing on the FY 2026-27 Recommended County Budget. That alternative is not recommended because the County Budget Act requires that the Board conduct a hearing on the recommended budget and adopt a County Budget on or before October 2 of each year.

OTHER AGENCY INVOLVEMENT:
Auditor-Controller

FY 2026-27
Revised Recommended Budget

September 8, 2026

Agenda

- Budget Process
- Overall Budget
- General Fund Overview
- Overview of Notable Budget Adjustments
- Department Requests
- Other Items for Discussion & Conclusion

BUDGET PROCESS

Budget Influences

- Economic Downturn
- Federal & State Funding Uncertainty
- Inflation
- Utilities Costs
- Insurance Costs
- Technology Costs
- CalPERS Unfunded Liability
- Other Unknown Factors

Recommended Budget Adjustments

FY 2026-27 Recommended Budget

- Approved by the Board on June 23, 2026
- Prepared with a conservative approach
- Used as a working budget until formal budget adoption

FY 2026-27 Revised Recommended Budget

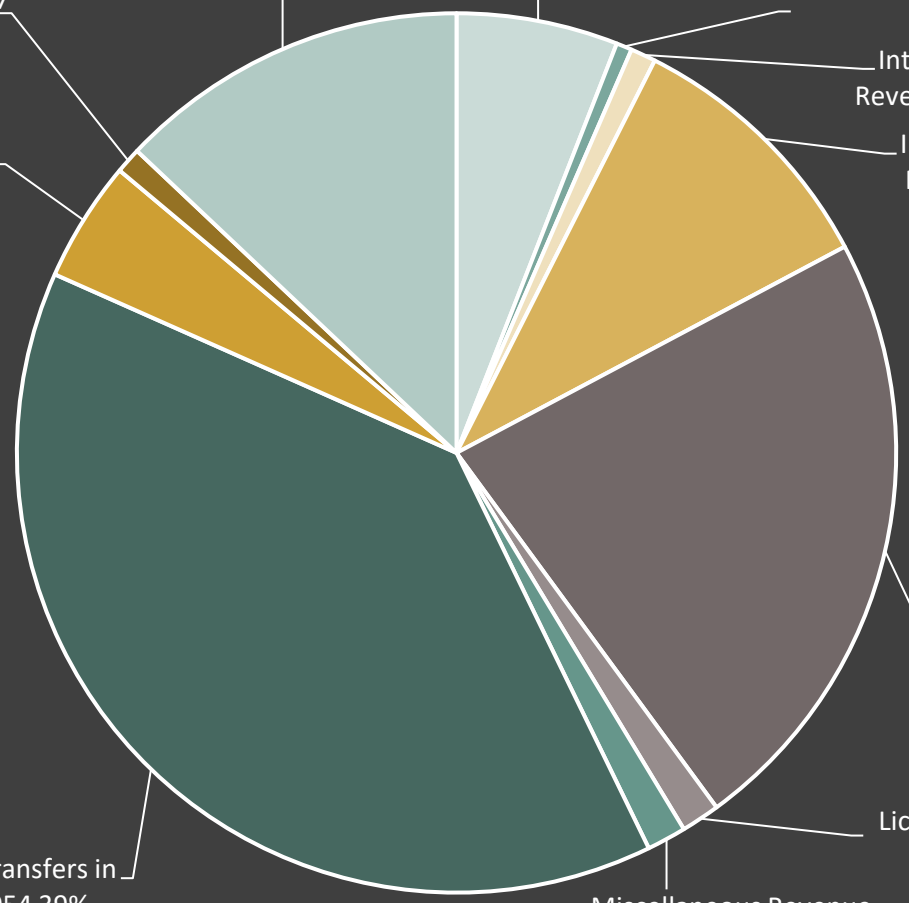
Includes:

- Changes to dedicated funding and associated expenditures
- True-ups and rebudgeting of grant revenue, capital projects expenditures, and other contractual obligations that were not realized in FY 2025-26
- Recalculated GF contingencies and reserve funds due to the FY 2025-26 closing numbers
- Adjusted all other contingencies for actual ending fund balances
- Incorporated any other factors that were unknown at the time of CEO Recommended Budget preparation

OVERALL BUDGET

Overall Revenue by Budget Class

Revenue by Budget Class	FY 26-27 Recommended	FY 26-27 Revised Recommended	Change	% Change
Charges for Services	19,082,902	19,362,116	279,214	1.46%
Fines, Forfeitures, and Penalties	1,699,116	1,879,116	180,000	10.59%
Intergovernmental Revenue	3,032,412	3,032,412	-	0.00%
Intergovernmental Revenue - Federal	30,664,677	31,881,646	1,216,969	3.97%
Intergovernmental Revenue - State	79,871,817	73,981,199	-5,890,618	-7.38%
Licenses, Permits, and Franchise Fees	4,526,218	4,637,940	111,722	2.47%
Miscellaneous Revenue	6,313,061	4,715,004	-1,598,057	-25.31%
Operating transfers in	86,755,129	126,659,054	39,903,925	46.00%
Other Financing Sources	4,675,958	14,494,107	9,818,149	209.97%
Rev from Use of Money/Property	2,992,977	3,092,977	100,000	3.34%
Taxes	41,573,146	42,200,414	627,268	1.51%
Grand Total	**281,187,413**	**325,935,985**	**44,748,572**	**15.91%**

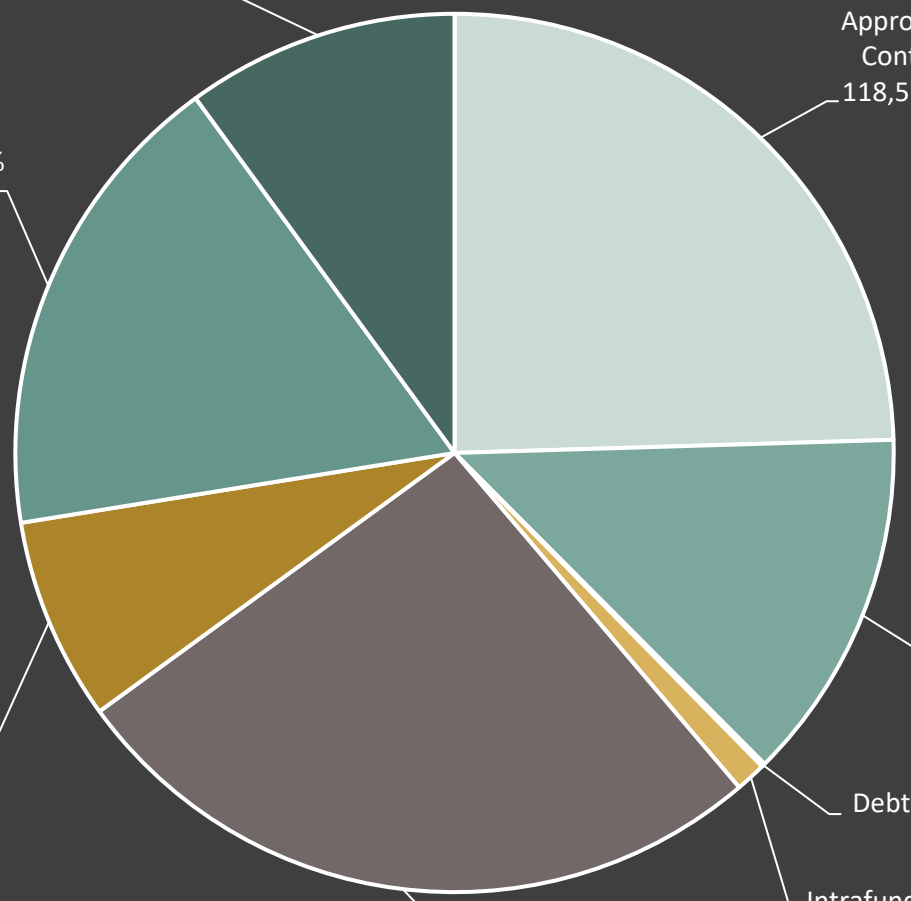


Total Revenue Breakdown:
General Fund Discretionary Versus Restricted Revenue

Total $326 Million

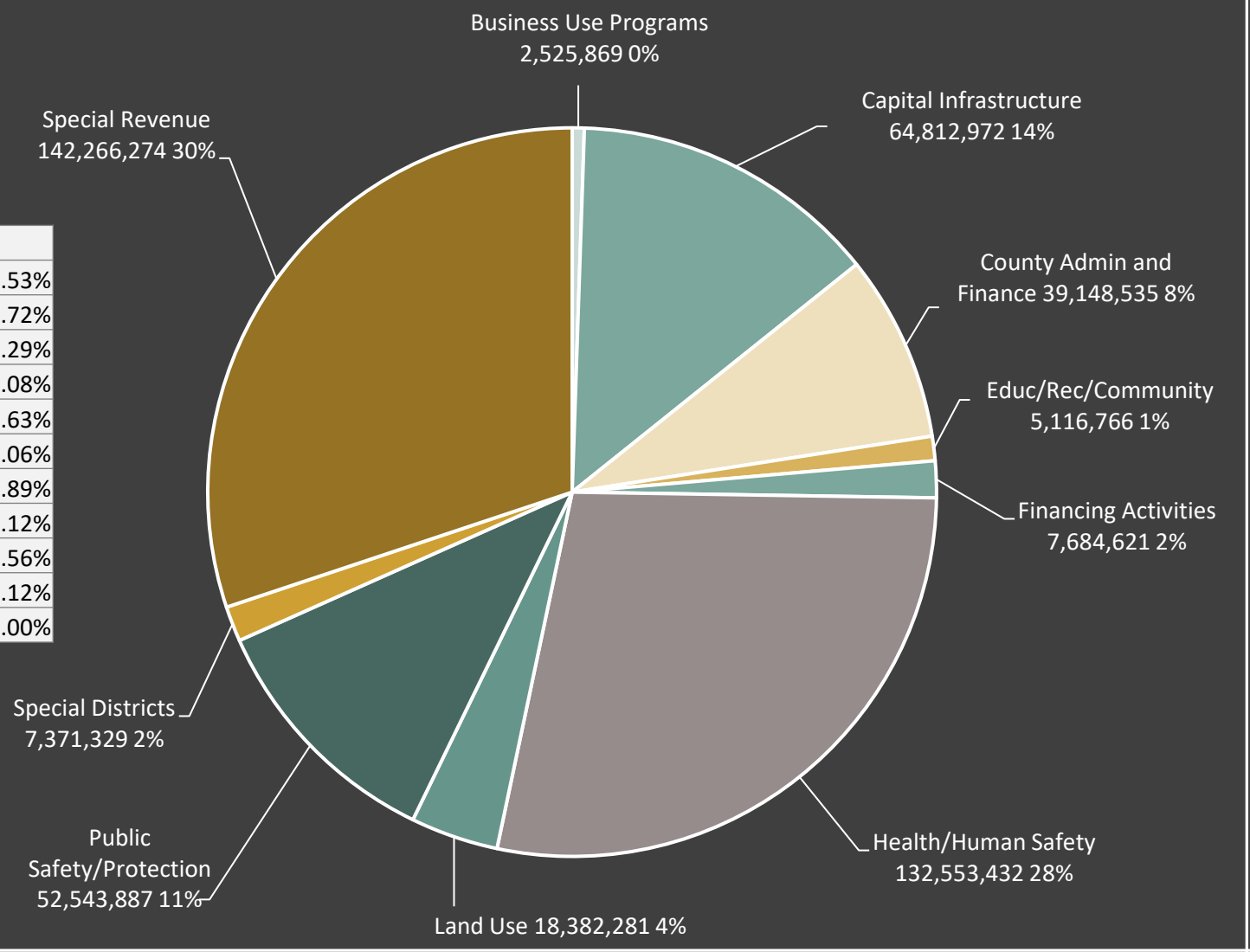
Overall Expenditures by Budget Class

Expenditures by Budget Class	FY 26-27 Recommended	FY 26-27 Revised Recommended	Change	% Change
Appropriation for Contingencies	100,950,162	118,515,028	17,564,866	17.40%
Capital Assets	53,843,461	62,835,000	8,991,539	16.70%
Debt service	445,583	617,431	171,848	38.57%
Intrafund Transfers	-5,489,493	-5,434,358	55,135	-1.00%
Operating transfers out	86,755,129	126,659,054	39,903,925	46.00%
Other Charges	36,587,758	36,100,376	-487,382	-1.33%
Salaries and Employee Benefits	83,784,805	84,622,572	837,767	1.00%
Services and Supplies	48,212,983	48,490,863	277,880	0.58%
Grand Total	**405,090,388**	**472,405,966**	**67,315,578**	**16.62%**



Total Expenditures by Function

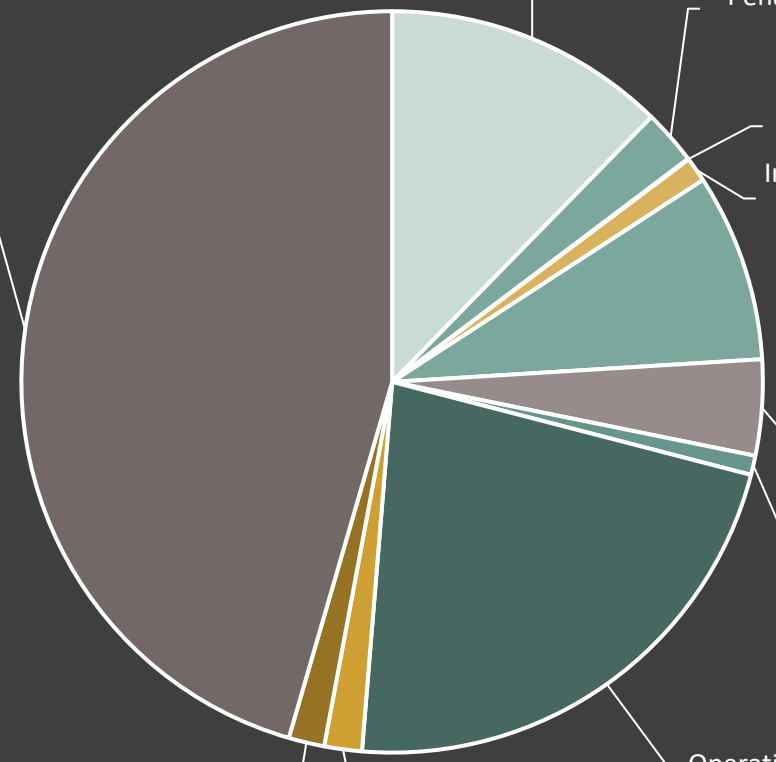
Expenditures by Functional Area	Amount	%
Business Use Programs	2,525,869	0.53%
Capital Infrastructure	64,812,972	13.72%
County Admin and Finance	39,148,535	8.29%
Educ/Rec/Community	5,116,766	1.08%
Financing Activities	7,684,621	1.63%
Health/Human Safety	132,553,432	28.06%
Land Use	18,382,281	3.89%
Public Safety/Protection	52,543,887	11.12%
Special Districts	7,371,329	1.56%
Special Revenue	142,266,274	30.12%
Grand Total	472,405,966	100.00%



GENERAL FUND OVERVIEW

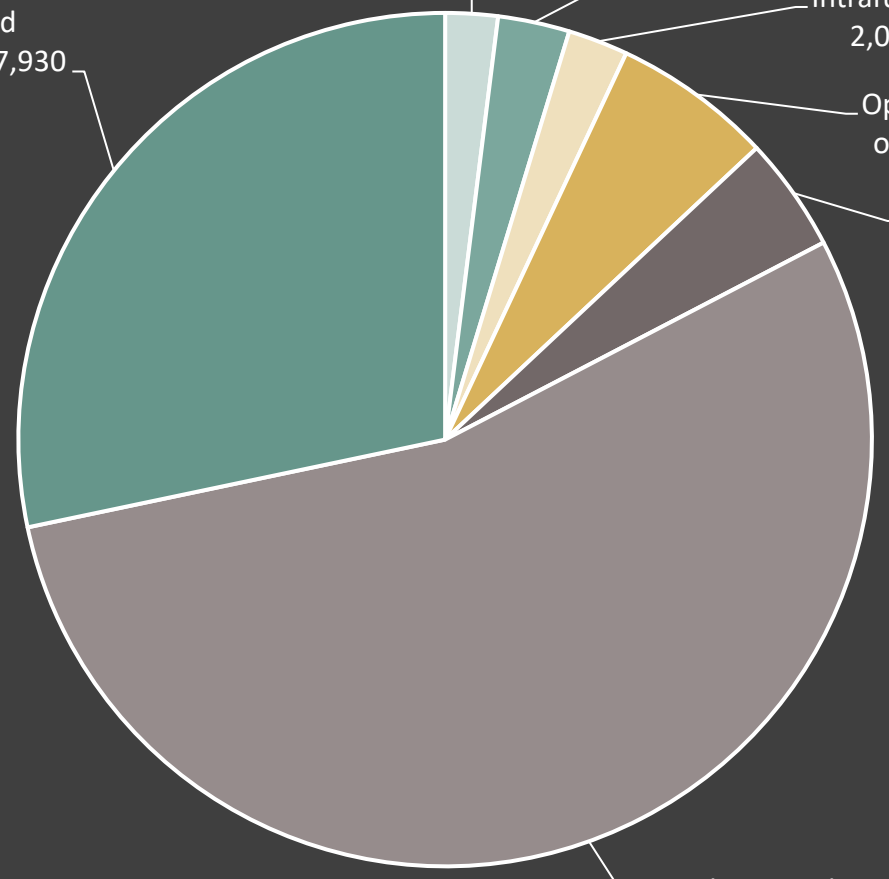
General Fund Revenue by Budget Class

Revenue by Budget Class	FY 26-27 Recommended	FY 26-27 Revised Recommended	Change	% Change
Charges for Services	9,245,719	9,524,933	279,214	3.02%
Fines, Forfeitures, and Penalties	1,664,385	1,844,385	180,000	10.81%
Intergovernmental Revenue	31,700	31,700	0	0.00%
Intergovernmental Revenue - Federal	750,050	829,243	79,193	10.56%
Intergovernmental Revenue - State	6,023,970	6,330,005	306,035	5.08%
Licenses, Permits, and Franchise Fees	3,111,813	3,223,535	111,722	3.59%
Miscellaneous Revenue	647,050	648,260	1,210	0.19%
Operating transfers in	19,100,686	17,201,629	-1,899,057	-9.94%
Other Financing Sources	1,227,965	1,264,857	36,892	3.00%
Rev from Use of Money/Property	1,105,110	1,205,110	100,000	9.05%
Taxes	34,619,178	35,153,427	534,249	1.54%
Grand Total	**77,527,626**	**77,257,084**	**-270,542**	**-0.35%**



General Fund Expenditures by Budget Class

Expenditures by Budget Class	FY 26-27 Recommended	FY 26-27 Revised Recommended	Change	% Change
Appropriation for Contingencies	1,808,670	1,808,670	0	0.00%
Capital Assets	2,135,245	2,471,781	336,536	15.76%
Intrafund Transfers	-2,128,945	-2,073,810	55,135	-2.59%
Operating transfers out	1,239,858	5,507,446	4,267,588	344.20%
Other Charges	3,964,782	3,946,558	-18,224	-0.46%
Salaries and Employee Benefits	48,894,527	49,482,294	587,767	1.20%
Services and Supplies	25,772,109	25,767,930	-4,179	-0.02%
Grand Total	**81,686,246**	**86,910,869**	**5,224,623**	**6.40%**



General Fund Expenditures by Function

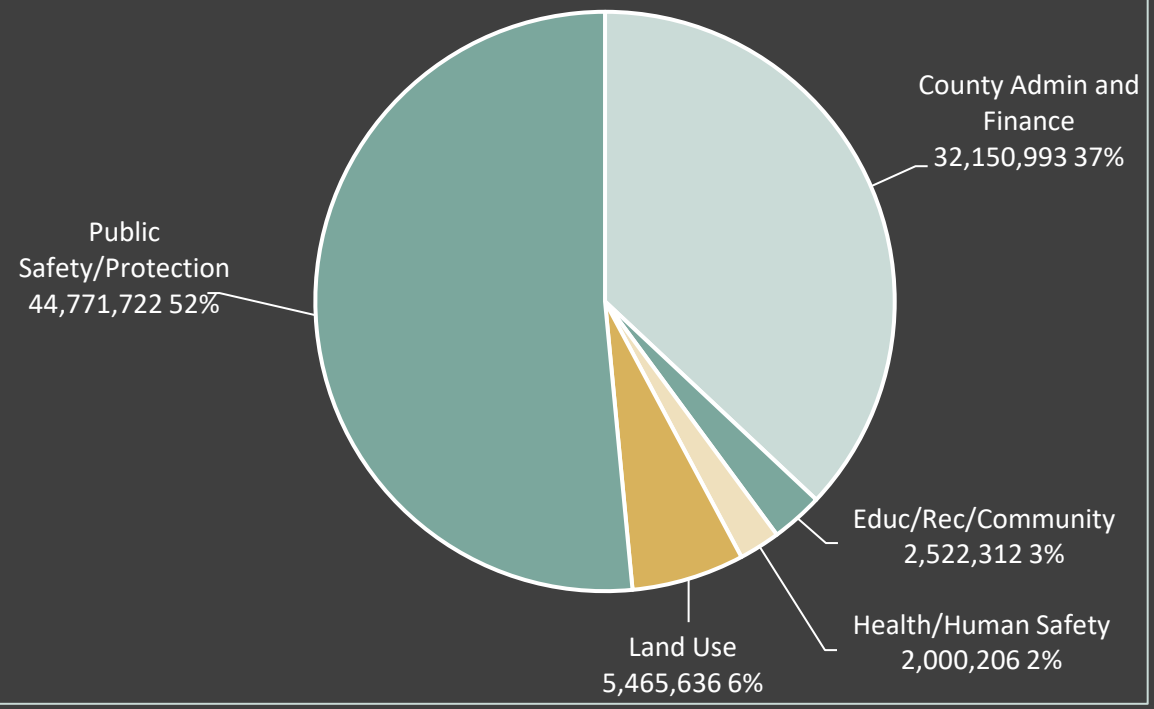
Total Cost by Department

(does not account for department specific revenue that offset department costs)

County Admin and Finance	
Administrative Office	1,165,775
Assessor	2,276,396
Auditor-Controller	1,261,634
Board of Supervisors	680,052
County Clerk	398,274
County Contributions	5,630,782
County Counsel	1,605,775
Duplication	47,569
Economic Development	18,488
Elections	753,102
Facilities	1,919,357
Gen Fund Contingencies	1,808,670
General Revenues	5
Geographical Info Systems	366,024
Human Resources	760,103
Information Technology	4,235,939
Insurance	5,686,122
Mail/Postage	62,735
Recorder	1,240,724
Treasurer-Tax Collector	1,237,755
Utilities	995,712
Educ/Rec/Community	
Archives	125,187
Calaveras Co Literacy Program	95,931
Community Orgnz/Programs	962,483
Library	1,338,711
Health/Human Safety	
Environmental Health	1,155,660
Onsite Wastewater	429,481
Public Administrator	21,000
Veteran Services	394,065

Land Use	
Agricultural Comm	913,330
Building	1,710,760
Planning	2,841,546
Public Safety/Protection	
AB443- Operating	520,000
Animal Services	1,269,562
Cal Narc Enforc Unit	1,468,573
CalEMA - Operating	338,437
Code Compliance	418,660
Coroner	216,280
Day Reporting Center (DRC)	3,113,542
Disaster Preparedness	1,054,808
Dispatch	2,642,450
District Attorney	3,874,779
Grand Jury	113,150
Jail	9,190,036
Marine Safety	533,198
Probation	2,951,232
Public Defender	1,180,941
Sheriff	12,593,993
Sheriff - Emergency Services	823,275
Sheriff-Coroner	848,904
SLESF Jail	54,000
SLESF Sheriff	290,000
Trial Court Security	1,013,676
Victim/Witness Assistance	262,226

Breakdown of $86,910,869 of GF Costs



GF Expenditures by Functional Area	Amount	%
County Admin and Finance	32,150,993	36.99%
Educ/Rec/Community	2,522,312	2.90%
Health/Human Safety	2,000,206	2.30%
Land Use	5,465,636	6.29%
Public Safety/Protection	44,771,722	51.51%
Grand Total	86,910,869	100.00%

General Fund Deficit Overview

FY 2026-27 General Fund Deficit	**3,780,311**
General Fund Expenses	86,910,869
General Fund Revenue	-77,257,084
Contingencies	-1,808,670
Transfer to County Capital	-4,064,804
Additional Reliance on One-time Funds	**1,075,989**
Parks & Recreation (1087) Transfer	170,000
Transient Occupancy Taxes (5531) Transfer	417,797
Cannabis (5604) Prior Years Reimbursements	488,192
On-going Structural Deficit (when considering one-time fund use)	**4,856,300**

General Fund Equity Sources

General Fund Equity Breakdown by Source	
General Revenues	**2,822,118.82**
Taxes	1,561,733.15
Licenses, Permits Franchise Fees	73,966.04
Fines, Forfeitures, Penalties	456,219.57
Revenue From Use of Money/Property (Interest)	604,798.75
Intergovernmental Revenue - State	72,235.15
Intergovernmental Revenue - Federal	79,193.00
Charges for Services	7,009.15
Misc Revenue	-36,660.99
Other Financing Source	3,505.00
Transfer from SRF Fund	120.00
Remaining Contingencies	**1,714,926.00**
Unanticipated Disaster Revenue/Grant Reimbursements	**963,729.46**
Butte Fire PW 88 Reimbursement Revenue	237,196.98
Winter Storm Reimbursement Revenue	550,696.34
Sheriff Emergency Services Reimbursement/Grant Revenue	175,836.14
General Fund Hiring Freeze & Additional Salary Savings	**2,751,211.06**
Personnel Costs	2,751,211.06
Misc Dept Spending Savings & Additional Revenue	**1,401,799.66**
Total General Fund Equity 06.30.26	**9,653,785.00**

General Fund Equity Uses

General Fund Deficit	3,780,311.00
General Fund Contingencies	1,808,670.00
Transfer to County Capital for one-time uses	4,064,804.00
Total Fund Equity Uses	9,653,785.00

Adjustments made to County Capital from one-time rollover funds	
Multiple Co Depts - Permitting system - 1st yr implementation cost	155,644.00
Sheriff - Cash Flow New Melones vehicle pending grant reimbursement	120,000.00
Sheriff - Replace vehicle with prior year insurance reimbursement	110,000.00
Assessor - One-time Consulting Contract	150,000.00
Planning - One-time Consulting Contract	100,000.00
Library - One-time update to collection and replacement monitors	25,000.00
Gann Fire - Cash flow while seeking reimbursements	500,000.00
Sheriff-Coroner - fund Sergeant Vehicle	120,000.00
CIP - Cover SO Boiler Cost	59,283.00
GF Reserve - Increase to BOS Policy Level	7,403.00
CIP - Cover final invoice for the SO Switches	99,086.00
Animal Shelter Debt Service - Deposit per BOS approved payment plan	1,000,000.00
Animal Shelter Building Fund - Include contingencies as required by financing agreement	1,500,000.00
Total	**3,946,416.00**

General Fund Contingencies & Reserve

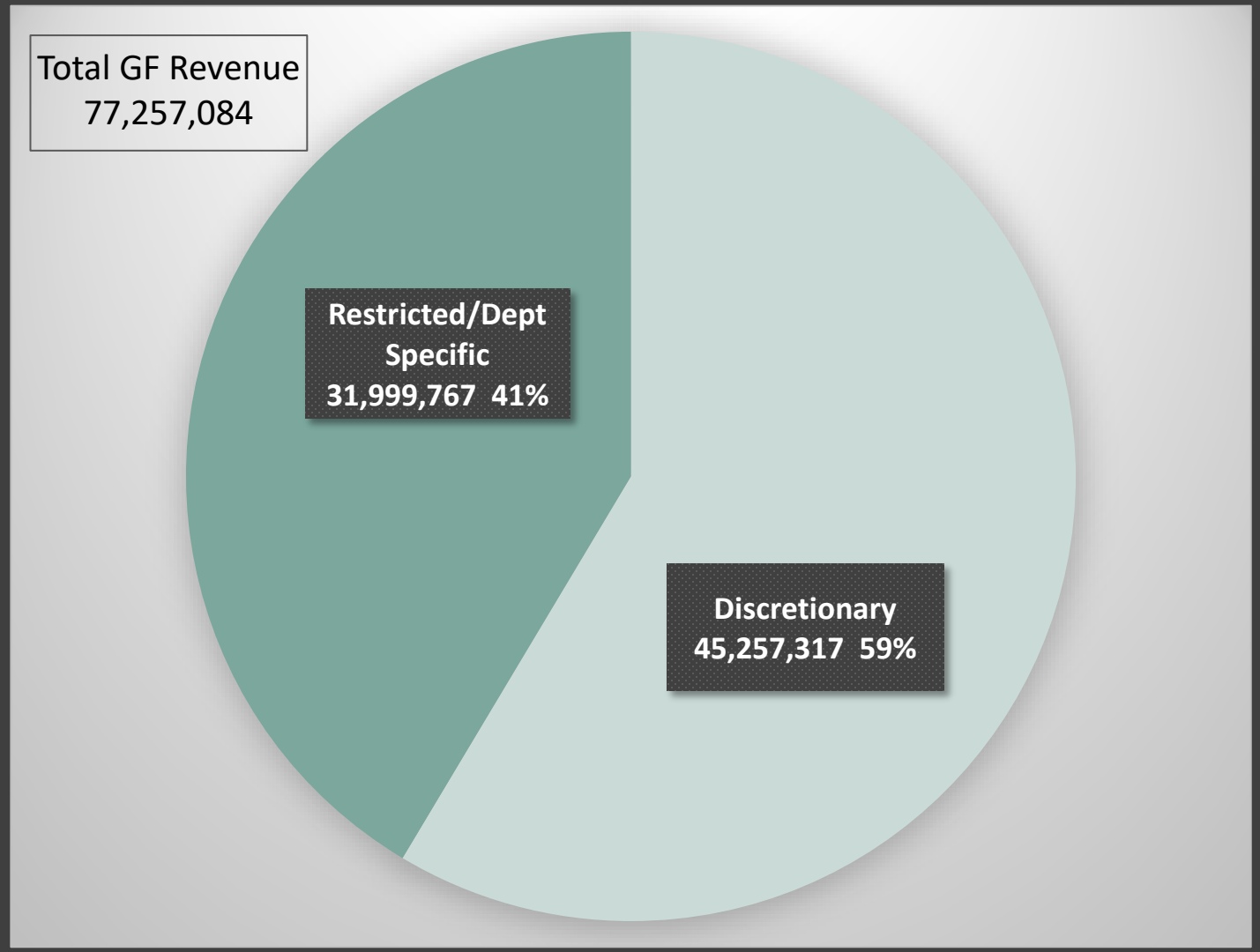
GF Contingencies - 1,808,670

Slightly higher than the Board policy level of 2% of the average of GF Expenditures for prior 3 Years

GF Reserve – 6,060,238

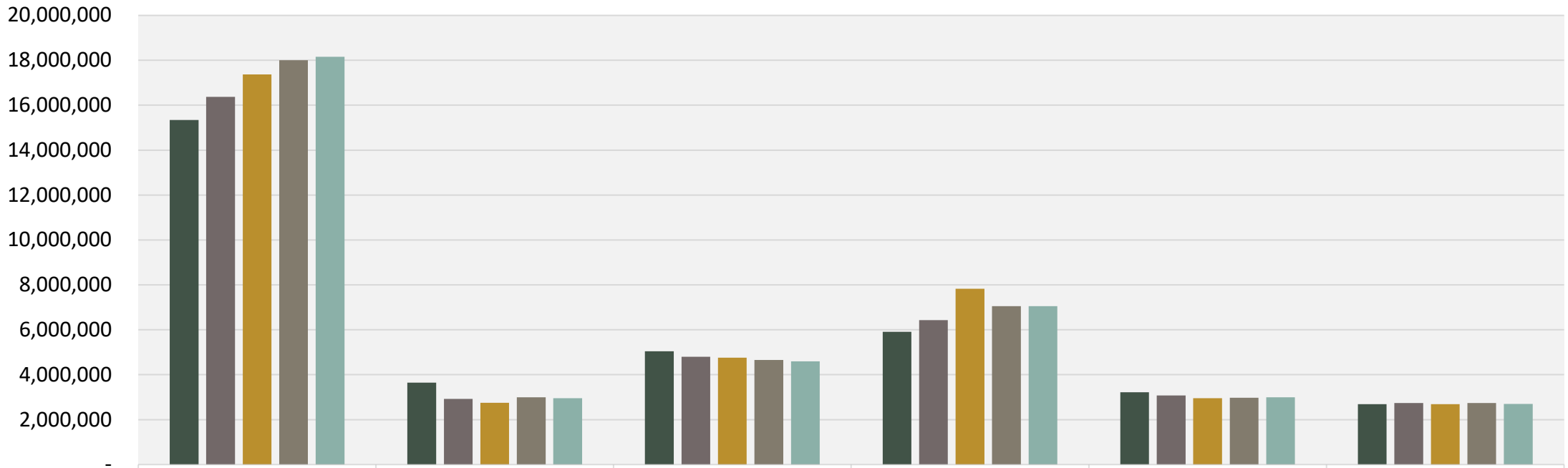
At the Board policy level of 8% of the average of GF Revenue for prior 3 Years

General Fund Revenue Breakdown: General Fund Discretionary Versus Restricted Revenue



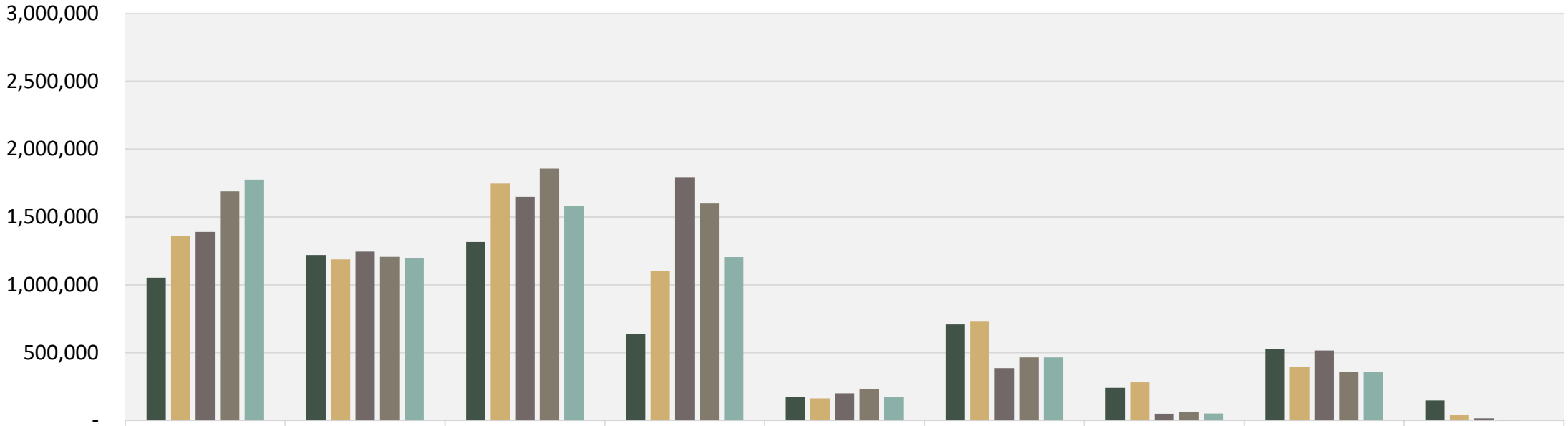
Administrative Office
Agricultural
Animal Services
Archives
Assessor
Auditor-Controller
Board of Supervisors
Building
Code Compliance
Community Media
Community Org/Programs
Coroner
County Clerk
County Contributions
County Counsel
Disaster Preparedness
Dispatch
District Attorney
Elections
Emergency Services
Environmental Health
Facilities
Geographical Information Systems
Grand Jury
Human Resources
Information Technology
Insurance
IT - Mail/Postage
Jail
Library
Marine Safety
Narcotics Enforcement Unit
Onsite Wastewater
Planning
Probation
Public Administrator
Public Defender
Recorder
Sheriff Patrol/Admin
Treasurer-Tax Collector
Utilities
Veterans Services

General Fund Discretionary Revenue Sources (Pg. 1)



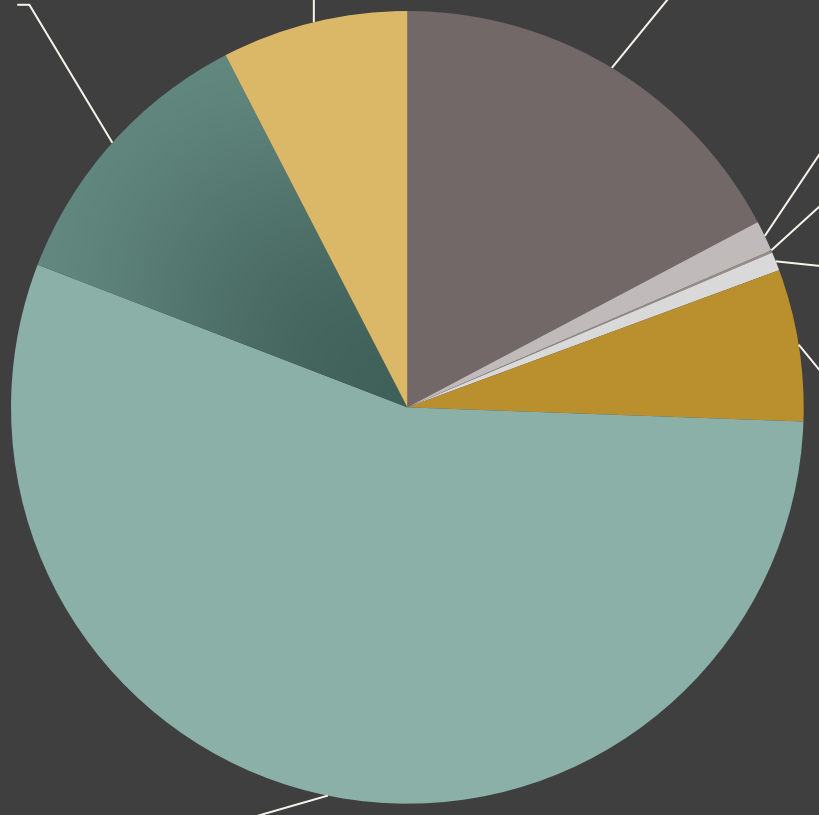
	Current Secured Taxes	Excise Tax	Sales and Use Taxes	Vehicle License Fee Adj	Prop 172	Transient Occupancy Taxes
FY 2022-23 Actuals	15,336,938	3,646,515	5,042,854	5,908,081	3,219,787	2,684,571
FY 2023-24 Actuals	16,375,124	2,920,920	4,802,196	6,433,863	3,076,597	2,740,923
FY 2024-25 Actuals	17,372,756	2,745,820	4,757,904	7,832,700	2,952,338	2,689,422
FY 2025-26 Actuals	18,000,687	2,990,842	4,655,489	7,050,704	2,975,571	2,742,067
FY 2026-27 Budget	18,152,950	2,950,000	4,600,000	7,050,704	3,000,000	2,700,000

General Fund Discretionary Revenue Sources (Pg. 2)



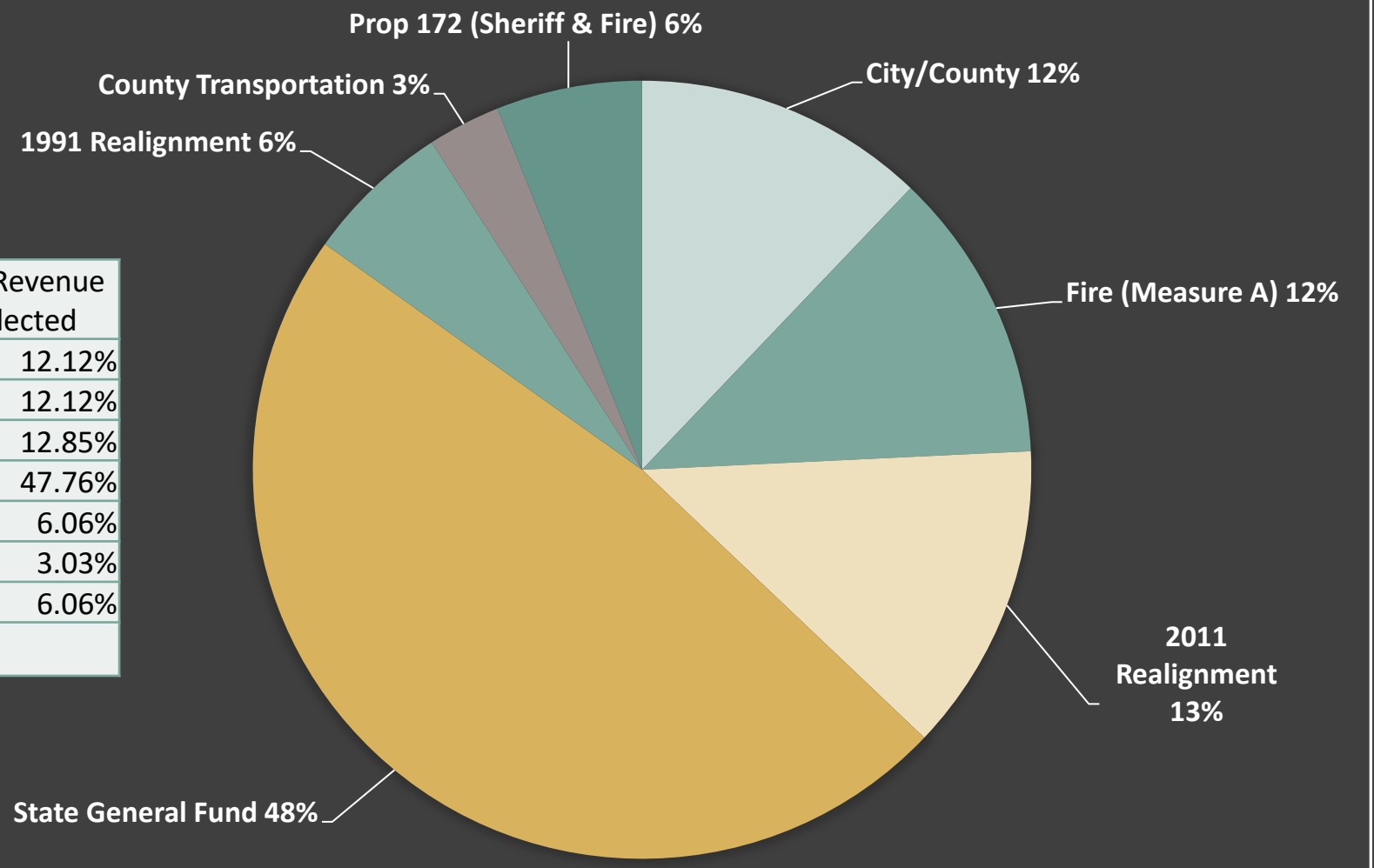
	Other Taxes	Licenses, Permits, Franchise Fees	Fines, Forfeitures, Penalties	Rev From Use of Money/ Property	Intergov - State	Intergov - Federal	Charges for Services	Misc. Revenue	Other Financing Sources
FY 2022-23 Actuals	1,051,712	1,219,613	1,316,132	637,853	171,125	707,455	239,608	524,127	146,000
FY 2023-24 Actuals	1,361,196	1,187,005	1,746,865	1,100,744	161,663	727,840	279,908	395,563	39,135
FY 2024-25 Actuals	1,389,694	1,244,371	1,648,926	1,793,867	199,752	384,413	48,858	515,201	15,550
FY 2025-26 Actuals	1,689,420	1,206,066	1,856,220	1,599,799	231,205	463,606	60,194	357,339	3,505
FY 2026-27 Budget	1,775,073	1,197,000	1,580,000	1,205,000	172,806	463,606	50,178	360,000	-

1% Property Tax Split

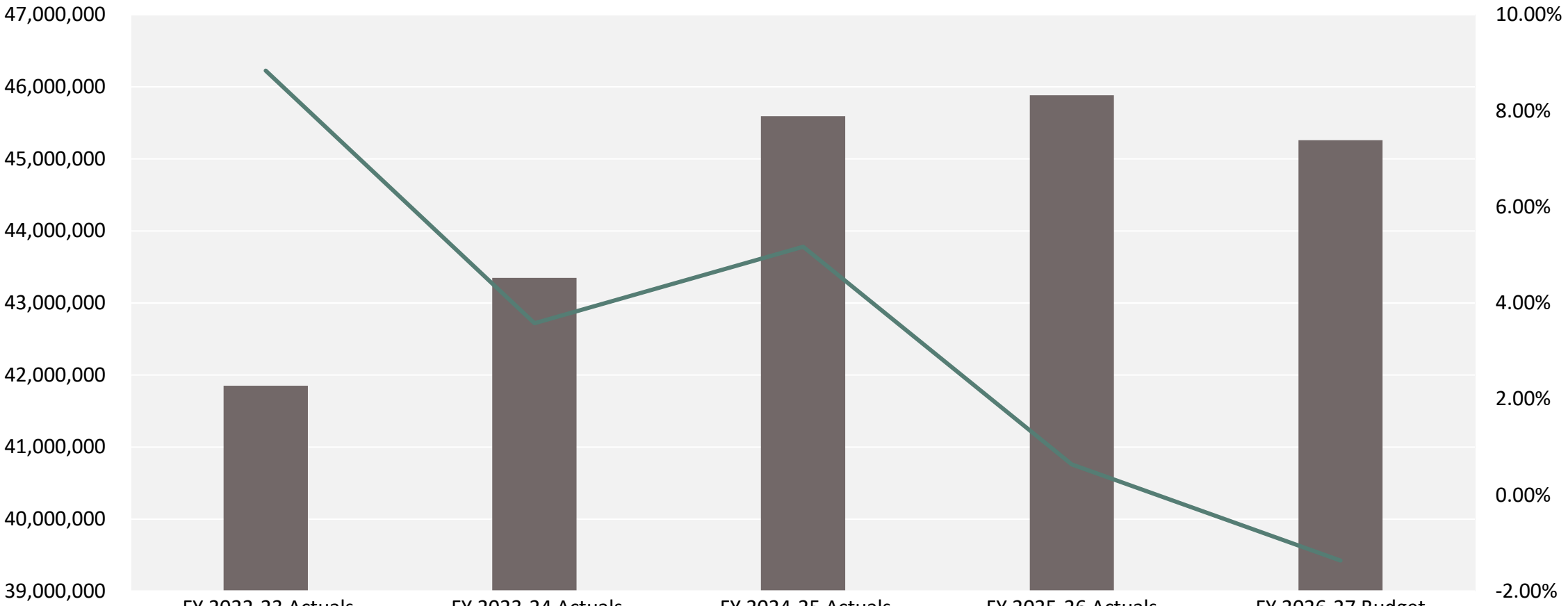


Sales & Use Taxes Distribution

Description	Sales Tax %	% of Revenue Collected
City & County	1.00%	12.12%
Fire (Measure A)	1.00%	12.12%
2011 Realignment	1.06%	12.85%
State General Fund	3.94%	47.76%
1991 Realignment	0.50%	6.06%
County Transportation	0.25%	3.03%
Prop 172	0.50%	6.06%
Total	**8.25%**	



General Fund Discretionary Revenue Growth



	FY 2022-23 Actuals	FY 2023-24 Actuals	FY 2024-25 Actuals	FY 2025-26 Actuals	FY 2026-27 Budget
Total	41,852,372	43,349,542	45,591,573	45,882,713	45,257,317
Growth	8.84%	3.58%	5.17%	0.64%	-1.36%

DEPARTMENT REQUESTS

Personnel Changes (Pg. 1)

PCN	Division	Type of Request	Current Classification	New Classification	Funding Source	FY 26-27 Financial Impact
Administration						
20-01	Calaveras County Media	Title Change	PATV Manager	Calaveras County Media Manager	General Fund Contribution	-
Building						
58-XX	Building	New Position	N/A	Building Inspector I/II	Non-GF - Building Fees	112,696
58-18	Building	Reclass	Account Technician II	Admin Assistant II	Non-GF - Building Fees	5,675
Environmental Management Agency						
57-03	Environmental Health	Unfreeze	Environmental Health Manager	N/A	Non-GF - Environmental Health Fees	160,270
57-01	Environmental Health	Unfreeze	Permit Tech I/II	N/A	Non-GF - Environmental Health Fees	75,717
Library						
65-40	Library	Unfreeze	Transportation Officer	N/A	General Fund	28,012
Public Works						
81-04	Public Works Administration	Deletion	PW Analyst II	N/A	Non-GF - State & Federal Funding	(142,526)
82-67	Public Works Administration	Reclass	Business Administrator	Senior Department Analyst	Non-GF - State & Federal Funding	-
96-01	Public Works Administration	Reclass	Director of Integrated Waste	Deputy Director of Public Works - Administration and Operations	Non-GF - IWM Fees and State & Federal Funding	-
82-01	Public Works Administration	Pay Scale Change	Director of Public Works	N/A	Non-GF - State & Federal Funding	11,050
					Total Recommended	**222,882**
					General Fund	**28,012**
					Non-General Fund	**194,870**

Personnel Changes (Pg. 2)

FY 2026-27 Recommended Budget Revisions - Organizational Structure: Proposed Department Reporting Change			
Division	**Current Reporting To**	**Proposed Reporting To**	**PCNs Impacted**
Airport	Administration	Public Works	All PCNs as outlined on Allocated Positions Report
Integrated Waste Management	Administration	Public Works	All PCNs as outlined on Allocated Positions Report

FY 2026-27 Not Recommended Department Personnel Requests **NEW Requests						
PCN	**Department/Division**	**Type of Request**	**Current Classification**	**New Classification**	**Funding Source**	**FY 26-27 Financial Impact**
Building						
58-18	Building	Reclass	Account Tech II	Department Analyst	Non-GF - Building Fees	11,697

County CIP Adjustments

Items in **BOLD** reflect changes since budget approval in June

Countywide Capital Improvement Projects (10401060)		
Project	Amount	Funding Source
5633 - Animal Services Facility	**13,273,102**	**Animal Shelter Building Fund (5633)**
5639 - MRF Roof Repairs	30,000	Integrated Waste Management Fees (1170)
5642 - Behavioral Health Building	**18,293,721**	Behavioral Health Grant (5509)
5652 - MRF Stairs Weather Structure	100,000	Solid Waste CIP (5465)
5654 - Sheriff Office Switches	**99,086**	**GF - County Capital (5540) Prior Year Cost**
5658 - Museum Elevator	275,000	GF - County Capital (5540)
5678 - Flare Weather Structure	200,000	Solid Waste CIP (5465)
5681 - Archives Building - Phase 1	125,000	GF - County Capital (5540)
5686 - Wilseyville Facility Improvements	245,000	IWM Hazardous Waste Grant & IWM Fees (1170)
5699 - Jail Food Ports Refurbishment	25,000	State Revenue
5729 - HHSA LED Lighting Upgrade	130,000	CPPA Grant & MAA funds (5504)
5763 - DA New Facility	**5,438,203**	**District Attorney Building Fund (5309)**
5776 - Colombo Parking Log	180,000	50,000 PATH 3 Grant (5616) 35,160 SB678 (5840) 30,840 Local CCP (58100020) 64,000 GF - County Capital (5540)
5777 - Red Hill Slide	**-**	**Combined with project #5783**
5779 - Murphys Parking Lot	30,000	GF - County Capital (5540)
5780 - Rock Creek Gate Replacement	75,000	Solid Waste CIP (5465)
5781 - Landfill Gas Expansion	800,000	Solid Waste CIP (5465)
5782 - Rock Creek Phase IIA Partial	100,000	Rock Creek Closure (5612)
5783 - Red Hill Slide Design & Repair	**409,000**	**284,000 Red Hill Emergency (5635)** **125,000 IWM Fees (1170)**
5784 - Juvenile Lobby Safety Upgrade	31,300	PATH 3 Grant (5616)
5785 - Sheriff Boiler Room	**60,000**	**GF - County Capital (5540)**

Airport & Roads CIP Adjustments

Items in **BOLD** reflect changes since budget approval in June

Airport Capital Improvement Projects (11201660)		
Project	Amount	Funding Source
5640 - Structures/Improvements	25,000	Airport Fees (1120)
5717 - AWOS Replacement Project	**337,950**	**307,950 Federal Grant Funds (1120)** 30,000 Local Match - Airport Fees (1120)

Roads Capital Improvement Projects (12000010)		
Project	Amount	Funding Source
9014 - CALAVERITAS RD OVER CAL CRK BR	**1,051,000**	Federal Grants
9016 - DOGTOWN RD OVER SAN DOM CK BR	250,000	Federal Grants
9017 - DOGTOWN RD OVER INDIAN CRK 50	**5,862,750**	Federal Grants
9018 - WHISKEY SLIDE OVER JESUS M CRK	351,000	Federal Grants
9022 - DOGTOWN RD OVER INDIAN CRK 51	**306,000**	Federal Grants
9029 - SR4 WAGON TRAIL REALIGN PH1	3,100,712	RIM
9036 - SR26 OLIVE ORCHARD RD, GARNER	**220,000**	Other
9045 - POPE STREET ATP	1,002,000	State Grants
9047 - CLEAN CA-KCC-Murphys Park Ligh	**355,434**	State (Keep California Clean) Grants, Other
9048 - CLEAN CA-KCC-Penn Gulch Art Pa	372,816	State (Keep California Clean) Grants, Other
9501 - Roadside Safety Signage Audit	2,585,000	RSTP, Federal Grants
9502 - CLEAN CA-KCC-Social Media/Park	**9,234**	State (Keep California Clean) Grants, Other
9504 - SS4A-CC Safety Action Plan	350,000	Federal Grants, Other
9505 - 25-26 PRD1 Woodgate Paving	**133,257**	RMRA, PRD, Other
9700 - SB1 Annual Roadway Striping Pr	150,000	RMRA
9701 - SB1-Guardrail Repairs	200,000	RMRA
9702 - SB1 25-26 D5 Baldwin	700,000	RMRA, PRD, Other
9703 - SB1 25-26 D5 CCWD Hartvickson	456,154	RMRA, PRD, Other
9704 - SB1 O'Byrnes Ferry Resurfacing	2,000,000	RMRA, PRD, Other

Requested Capital Asset Changes (Pg. 1)

Items in **BOLD** reflect changes since budget approval in June

FA #	Organization Key - Department	Description	Amount	Funding Source
26-01	10100070 - Information Technology	Library Switch Replacement	90,000	GF - County Capital (5540)
26-02	10100070 - Information Technology	Data Center UPS Overhaul	65,000	GF - County Capital (5540)
26-03	10100070 - Information Technology	E/W Internal Firewall Replacement	450,000	GF - County Capital (5540)
26-27	**10100070 - Information Technology**	**Tyler Technologies Permitting System**	**205,536**	**155,644 GF - County Capital (5540) 10,000 Public Works 36,911 Building Fees 2,981 Assessor Grant**
26-04	10100110 - Facilities	1/2-ton pickup	50,000	Facilities GF Appropriations
26-05	10100300 - District Attorney	Path 3 Vehicle	35,000	Path 3 Grant (5616)
25-31	10100320 - Sheriff - Admin/Patrol	Ford F150 - FY25-26 Rollover	**5,000**	EBMUD Contract
25-32	10100320 - Sheriff - Admin/Patrol	Ford F150 - FY25-26 Rollover	**5,000**	GF - County Capital (5540)
25-33	10100320 - Sheriff - Admin/Patrol	Hybrid SUV - FY25-26 Rollover	**5,000**	GF - County Capital (5540)
25-34	10100320 - Sheriff - Admin/Patrol	SUV - FY25-26 Rollover	**5,000**	GF - County Capital (5540)
N/A	10100320 - Sheriff - Admin/Patrol	K-9 Vehicle - FY25-26 Rollover	**5,000**	Donation - IQM2 #9039
26-06	10100320 - Sheriff - Admin/Patrol	Ford F150 Patrol Truck	150,000	GF - County Capital (5540)
26-07	10100320 - Sheriff - Admin/Patrol	Ford F150 Patrol Truck	150,000	GF - County Capital (5540)
26-08	10100320 - Sheriff - Admin/Patrol	Ford F150 Patrol Truck	150,000	GF - County Capital (5540)
26-28	**10100320 - Sheriff - Admin/Patrol**	**Ford F150 Patrol Truck**	**150,000**	**110,000 PY Insurance Revenue 40,000 GF - County Capital (5540)**
26-29	**10100320 - Sheriff - Admin/Patrol**	**Ford F150 4x4 Patrol Truck**	**150,000**	**30,000 New Melones contract 120,000 GF - County Capital (5540) - repaid with future years New Melones contract**
26-09	10100323 - Sheriff - Coroner	Marked Cargo Van	150,000	GF - County Capital (5540)
26-30	**10100323 - Sheriff - Coroner**	**Sergeant Vehicle**	**120,000**	**GF - County Capital (5540)**

Requested Capital Asset Changes (Pg. 2)

Items in **BOLD** reflect changes since budget approval in June

FA #	Organization Key - Department	Description	Amount	Funding Source
26-10	10100326 - Sheriff - AB443- Operating	Capital Equipment	200,000	AB443 (58100081)
26-11	10100340 - Probation	Re-entry Specialist Vehicle	45,000	Path 3 Grant (5616)
26-12	10100340 - Probation	Transport van	68,000	Path 3 Grant (5616)
26-13	10100440 - Recorder	Large map scanner & printer	50,000	Modernization (5466)
26-14	10100470 - Sheriff - Emergency Services	Command Vehicle	116,000	GF - County Capital (5540)
26-15	10100480 - Animal Services	Security System	26,865	Animal Services SRF (5459)
26-16	10100480 - Animal Services	2 cargo trailers	25,380	ASPCA Grant (5575)
26-31	**10150050 - PATH JI Initiative Grants**	**Chevy Tahoe CalAIM Transport Vehicle**	**127,500**	**PATH 4 Grant**
26-32	**10150050 - PATH JI Initiative Grants**	**Chevy Tahoe CalAIM Transport Vehicle**	**127,500**	**PATH 4 Grant**
26-17	10300960 - Human Services Admin	4x4 5 Passenger Vehicle	50,000	MAA (5504)
26-18	10300960 - Human Services Admin	4x4 5 Passenger Vehicle	50,000	MAA (5504)
26-19	10300960 - Human Services Admin	4x4 5 Passenger Vehicle	50,000	MAA (5504)
26-20	10300960 - Human Services Admin	Printer	13,000	Realignment (58100061)
26-21	10650010 - Behavioral Health Fund	Kyocera Printer	9,000	BHSF Funds (5516)
26-22	10650010 - Behavioral Health Fund	Truck	70,000	Opioid (5570)
26-32	**10650010 - Behavioral Health Fund**	**Printer/Copier**	**11,500**	**BHSF Funds (5516)**
26-23	11701900 - Integrated Waste Management	966 Replacement Bucket	50,000	IWM Fees (1170)
26-24	11701900 - Integrated Waste Management	Bull Litter Fencing	56,000	IWM Fees (1170)
26-25	54690000 - Narcotics Seizure Acct	Cellular Forensic Locker System	11,000	Narcotics Seizure (5469)
		Recommended Capital Assets	**3,097,281**	
		General Fund	1,821,644	
		Non-General Fund	1,275,637	

NOTABLE BUDGET ADJUSTMENTS

Most Notable Budget Adjustments (Pg. 1)

Administration - Airport

- Increase FAA reimbursements by $80,000 and the cost for the AWOS replacement project.

Administration/ALL County budget units - Fund Equity Adjustments

- Made an adjustment to contingencies (5990) in every budget unit as needed related to the close of the prior fiscal year.

Administration/Auditor – Animal Services Debt Service

- Include revenue from County Capital, IWM payback, and the General Fund in the total of $1,790,000 in accordance with the Board approved payment plan.
- Include current fiscal year payments in the amount of $445,800.

Administration - Calaveras County Media (PATV)

- Decrease transfer from County Contributions by -$31,866 due to rollover fund balance in the 1024 account.

Administration - Community Organizations

- Adjust Board allocations by -$5,000 based on prior year spending.

Administration - County Capital Improvements

- True-up all project costs based on prior year activity and new factors. Included new projects. (See prior slide for details)

Administration - County Contributions

- Include a transfer to County Capital of $4,064,804 of rollover fund balance.
- Decrease transfer to Calaveras County Media by -$31,866 due to fund balance in that account.

Administration - County Fire

- Slightly adjusted tax projections and corrected an error of -$27,253 to other charges.

Administration - Disaster Preparedness

- Include $278,350 in State Grant revenue for the Lily Gap Grant and related costs.

Administration – Behavioral Health fund

- Adjust transfers to include a $2,500,000 cash flow and decrease reimbursement based on a longer than anticipated reimbursement time.

Most Notable Budget Adjustments (Pg. 2)

Administration – Animal Services Fund

- Establish an SRF to hold all Board authorized funding for construction of the Animal services funding and include $3,373,102 in transfers to that account for building costs.
- Add a transfer from County Capital of $1,500,000 to be held in contingencies per the Animal Shelter financing agreement.
- Include $9,900,000 in funding related to the iBank financing agreement.

Administration – County Capital Fund

- Include $4,064,804 transfer of GF rollover and some corresponding expenditures as outlined on prior slide.

Administration – District Attorney Building Fund

- Establish an SRF to hold all Board authorized funding for construction of the DA Building and include $5,438,203 in transfers to that account.

Administration - General Revenues

- Adjusted revenues based on prior year actuals and new projections and removed the County Capital transfer to balance the General Fund. The total net change was an increase in revenue of $253,900.

Administration - General Fund Reserve

- Include a transfer of $7,403 from prior year GF rollover to increase to the Board policy level.

Administration – PARS investment account

- Removed transfer from PARS and used GF rollover balance to cover the GF deficit instead.

Administration – Transient Occupancy Taxes

- Increase anticipated revenue by $50,000. Allocate $12,500 to Sheriff, $12,500 to Roads, and cover the $2,432 increase to the Deckard Tech contract. Placed the remaining balance in contingencies.

Assessor

- One-time consulting contract of $150,000 paid from GF rollover fund balance.

Most Notable Budget Adjustments (Pg. 3)

Behavioral Health

- Added transfers in of $15,875,037 to move all fund balance from funds 1062 and 1063 to 1065 which is the new combined operating budget unit.
- Add $11,500 for a new printer/copier
- Include a transfer of $2,500,000 to cash flow the grant funded Behavioral Health Building.

Behavioral Health – Opioid Settlement Funds

- Add an additional transfer of $1,300,000 to cash flow the grant funded Behavioral Health Building.

Behavioral Health – MHSA Services/Supports

- Decrease transfer to the Housing Capital Development account by -$1,359,649 due to lower than anticipated fund balance.

Building

- Include cost of new building inspector position and internal promotion for the total of $77,143. Modify transfers based on budgeted figures and prior year costs.

Clerk-Recorder - Elections

- Include an additional $50,000 in State Elections Aid and the corresponding costs.

Environmental Management Agency - Agriculture

- Decrease State Aid by -$23,622.

Environmental Management Agency - Animal Services

- Increase extra-hire expense by $50,000 based on historical actuals.

Environmental Management Agency - Environmental Health

- Adjust revenue figures based on newly adopted fee structure and reduce transfers in, for a net revenue adjustment of $109,366. Include a transfer to the EH Reserve of $24,515

Environmental Management Agency - Onsite Wastewater

- Adjust revenue figures based on newly adopted fee structure and reduce transfers in, for a net revenue adjustment of $23,054.

Most Notable Budget Adjustments (Pg. 4)

Human Resources - Insurance

- Decrease insurance premiums by $500,806 based on actual billing versus projections.

Information Technology

- Added the year one implementation costs for the new multi-department permitting system. Total first year cost of $205,536, $155,644 of which is budgeted from prior year GF rollover fund balance.
- Reduced staff reimbursements and increased services/supply reimbursements to be in line with new projections.

Library

- Include $25,000 from prior year GF rollover balance to update library collection and replace public computer monitors.
- Reinstate courier position covered with $28,012 in GF dollars.

Planning

- One-time consulting contract of $100,000 paid from GF rollover fund balance.
- Decrease in state grant revenue and PLHA transfers of -$54,996.

Probation

- Correct a salary savings error and move pretrial expense that should have been included in Salaries & Benefits versus Services & Supplies for a net change of $128,169

Public Health

- Reduce transfers to Environmental Health and Onsite Wastewater by a total of -$228,516.

Public Works - Roads

- Increase tax amounts by $32,581 based on new projections.
- Increase amount from TOT by $12,500 based on new projections.

Public Works - Valley Springs Benefit Basin

- Adjust project reimbursements by -$152,000 based on prior year activity.

Most Notable Budget Adjustments (Pg. 5)

Sheriff

- Decrease Capital cost for prior year items received and paid for of -$289,000.
- Add two vehicles of $150,00 each: one offset with prior year insurance payout of $110,000 that rolled into GF balance; one reimbursed by New Melones $30,000 in grant funds over each of the next five years but four years of that paid up front with County Capital.
- Remove the one-time transfer of $1,000,000 from the PARS investment account and rely on rollover balance instead.
- Increase amount from TOT by $12,500 based on new projections.

Sheriff-Coroner

- Include the capital cost of $120,000 for the Sergeant vehicle previously removed from the CEO recommended budget, paid for from GF rollover balance.

Sheriff-Jail

- Remove the one-time transfer of $597,237 from the PARS investment account and rely on rollover balance instead.

Sheriff-Marine Safety

- Include additional grant funds of $15,445 and the corresponding expenditure.

Sheriff-Path JI Grants

- Add (2) CalAim transport vehicles paid with grant funding for a total of $255,000.

Utilities

- Decrease reimbursements by -$8,000 based on historical actuals.

Veterans

- Include 60,000 in additional State Grant revenue and the corresponding expenditures.

OTHER ITEMS FOR DISCUSSION & CONCLUSION

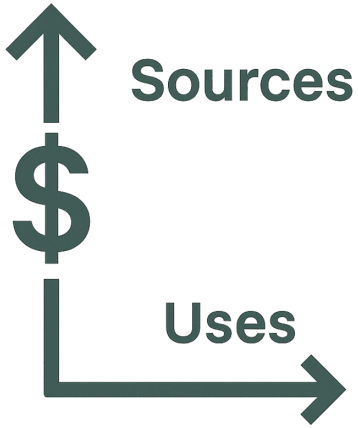
Prop. 172 Allocation

Sheriff 90%		2,700,000
District Attorney 10%		300,000
	Total	3,000,000

Transient Occupancy Taxes (TOT) Allocation

TOT Sources

Source	Amount
Projected Tax Revenue	2,700,000
Prior Year Rollover Fund Balance	133,455
Total	2,833,455



TOT Uses

Department / Entity	Amount
Sheriff - 25%	675,000
Roads - 25%	675,000
Calaveras Visitors' Bureau	350,000
Chamber of Commerce	50,000
Fire Districts	132,565
CDF Dispatch Contract	367,435
TOT Deckard Tech Contract	51,057
Reduce GF Deficit	417,797
Contingencies	114,601
Total	2,833,455

Staff Recommendations

- Provide direction on modifications the Board would like incorporated into the budget; and

- Direct staff to return on September 22nd with the County budget resolutions for adoption, to remain in compliance with the County Budget Act.

Acknowledgments

BOARD OF SUPERVISORS

DEPARTMENT HEADS

FISCAL STAFF

HUMAN RESOURCES

AUDITOR'S OFFICE

INFORMATION TECHNOLOGY

Calaveras County Legal Notices

PUBLIC NOTICE
COUNTY OF CALAVERAS
FISCAL YEAR 2026-27
RECOMMENDED BUDGET
HEARING

NOTICE IS HEREBY GIVEN that the Calaveras County Board of Supervisors will hold a hearing on the FY 2026-27 Recommended Budget on September 8, 2026 as the last item on the regular agenda for the meeting beginning at 9:00 AM. If necessary, the hearing will be continued on subsequent days until complete.

Board Chambers - Building A
891 Mountain Ranch Road
San Andreas, CA 95249

These hearings are open to any member of the general public wishing to be heard. Budget documents are available for public viewing at the County Administrative Office and were posted online at ***https://administration.calaverasgov.us/Budgets/Calaveras-County-Budgets*** on August 27, 2026.

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