



Contract Number

25-255 A-1

SAP Number

Project and Facilities Management

Department Contract Representative Gil Rios
Telephone Number 909-501-2899

Contractor Snyder Langston, LLC
Contractor Representative Peter Loeb
Telephone Number 949-406-3757
Contract Term 680 Days after Notice to Proceed
Original Contract Amount \$51,029,906
Change Order Amount \$117,000
Amendment Amount \$12,638,566
Total Contract Amount \$63,785,472
Cost Center 10.10.1685
Grant Number (if applicable) N/A

IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT No. 01
CONTRACT No. 25-255**

Department of Behavior Health Comprehensive Treatment Campus

The following are amendments to Contract No. 25-255 with Snyder Langston, LLC for the Department of Behavior Health Comprehensive Treatment Campus Project ("Project").

WHEREAS, a Design Build Agreement ("Agreement") was entered into between the San Bernardino County ("County"), and Snyder Langston, LLC ("Contractor"), on April 29, 2025, to perform certain work as described in the Project Bid Documents for construction of the Project; and

WHEREAS, following the award of the Agreement, County and Contractor continued to negotiate certain contract terms;

NOW THEREFORE, the Agreement is hereby amended as follows:

1. **AMEND Section 3.1 CONTRACT TIME** to read as follows:

The Date of Commencement of the Work shall be fixed in a Notice to Proceed issued by the County. If County's issuance of a Notice to Proceed is delayed due to Design-Builder's failure to return a fully-executed Agreement, insurance documents or bonds within fourteen (14) calendar days after the date of award of the Contract, one (1) calendar day will be deducted from the number of days to achieve Substantial Completion of the Work for every day of delay in County's receipt of such documents. This right is in addition to and does not affect County's right to demand forfeiture of Design-Builder's bid Security, or any other rights or remedies available to County if Design-Builder persistently delays in providing the required documentation. Design-Builder agrees to promptly commence the Work after the Notice to Proceed is issued by the County, to achieve Substantial Completion of the entire Work within **680 calendar days** after the Date of Commencement ("Contract Time") and to achieve Final Completion of the Work within the time fixed by the County in the Certificate of Substantial Completion (April 2027). The Contract Time may be extended only with the written authorization of the County. Note: Design-Builder is advised that the County cannot issue a Notice to Proceed without first obtaining approval from the funding sources, Advocates for Human Potential, Inc. and HORNE LLP, as indicated in Article 5 of the Program Funding Agreement.

2. **AMEND Section 4.1.1 Total Compensation** to read as follows:

County shall pay the Design-Builder in current funds for the Design-Builder's complete performance of the Work in accordance with the Contract Documents the Contract Sum of \$63,785,472.

3. **AMEND Section 7.1 Advisement** to read as follows:

Design-Builder is advised that a partial source of financing for construction of this Project is financing provided by the State and that the County may not have funds to finance this Project independently of the State financing. Design-Builder shall in all ways cooperate with the County and the State in maintaining a good working relationship. The Design-Builder shall cooperate as instructed by the County in resolving any disputes arising under the Project Funding Agreements between the County, the State, and the Program Funding Agreement Managers – Advocates for Human Potential, Inc. and HORNE LLP.

4. **REPLACE Section 7.2** with the following:

7.2 Program Funding Agreements

The County has entered into agreement with the California Department of Health Care Services, The California Department of Social Services, HORNE LLP, and Advocates for Human Potential, Inc. to obtain partial funding of this Project. The terms that are binding on the County and Design-Builder are located in the Program Funding Agreements and associated attachments. Design-Builder agrees and acknowledges that in the event of an inconsistency between this Agreement and subsequent contract documents and the Program Funding Agreements, the Program Funding Agreement shall prevail. Design-Builder acknowledges that it will comply with all requirements of the Program Funding Agreements and all instructions from the County regarding compliance with the Program Funding Agreement, including any future amendments to the Program Funding Agreement. Design-Builder is specifically referred to Attachments A of both Program Funding Agreements as well as Attachment C of the Program Funding Agreement for the Community Care Expansion grant. Design-Builder is aware that included with the Program Funding Agreement for the BHCIP grant are several certifications including but not limited to: Certification No. 9 Design Development Drawings 100% Complete; Certification No. 10 Construction Drawings for First Submittal to Building Department; Certification No. 11 Construction Contract with Construction Contract Addendum; Certification No. 12 Prevailing Wage Compliance; and Certification No. 15 Project Construction is 50% Complete. Design-Builder will be required to complete certifications at certain milestones at the request of the County. Design-Builder has reviewed those certifications and, for those applicable to architects and general contractors, Design-Builder agrees to the existing language in them and agrees to expeditiously execute them upon meeting the particular milestone and upon request of the County. Design-Builder understands that any delay in execution will impact the County's ability to fund the Project.

5. **REMOVE Section 7.4**

6. **REPLACE EXHIBIT C – Payment Bond**, included with this Amendment.

7. **REPLACE EXHIBIT D** – Performance Bond, included with this Amendment.
8. **REPLACE EXHIBIT G** – Campaign Contributions Disclosure Levine Act
9. **ADD EXHIBIT N** – Community Care Expansion Program Funding Agreement, included with this Amendment.
10. **ADD EXHIBIT O** – Community Care Expansion Construction Contract Addendum (Design-Builder Signature Required)
11. **ADD EXHIBIT P** – Rate Sheet and Basis of Design
12. **ADD EXHIBIT Q** – Notice of Determination
13. **ADD EXHIBIT R** – CEQA Initial Study/Mitigated Negative Declaration
14. **ADD EXHIBIT S** – Mitigation Monitoring and Reporting Program
15. **AMEND EXHIBIT M - General Conditions**, as follows:

A. **AMEND Section 1.2.1** to read as follows:

1.2.1 Complementary Documents. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. All Work mentioned or indicated in the Contract Documents, and all Work reasonably inferable from them, shall be performed by the Design-Builder as part of the Contract unless it is specifically indicated in the Contract Documents that such work is to be done by others.

Order of Precedence. In the event of conflict between any of the Contract Documents, the provision placing a more stringent requirement on the Design-Builder shall prevail. The Design-Builder shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by County in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Design-Builder, the controlling provision shall be that which is found in the document with higher precedence. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following order of precedence, with "(1)" being the highest:

- (1) Program Funding Agreements (Exhibit J to the RFP and Exhibit N to the amended construction contract) and respective Construction Addendum (Exhibits H and M to construction contract)
- (2) Permits;
- (3) Modifications;
- (4) The Agreement, including all exhibits, and Addenda with later Addenda having priority over earlier Addenda;
- (5) Supplementary Conditions, if any;
- (6) General Conditions;
- (7) The most current Construction Documents prepared by Design Builder and approved by County;
- (8) Criteria Document prepared by County; and

(9) RFP Documents (other than Criteria Documents).

1.2.2.1 Nothing herein shall relieve the Design-Builder of its obligation to notify the County of any inconsistencies in the Contract Documents. Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Design-Builder shall apply to the County in writing for such further written explanations as may be necessary.

1.2.2.2 All Work shall conform to the Contract Documents. No change therefrom shall be made without review and written acceptance by County.

1.2.2.3 All work shall be performed in compliance with State and Federal law and regulations including those laws and regulations listed and identified in Attachment A of the Program Funding Agreement. Design-Builder shall, as applicable, advise all subcontractors of their obligations to comply with the requirements of Program Funding Agreement Attachment A

B. AMEND Section 3.18.1 to read as follows:

3.18.1 Indemnity for Professional Liability. Design-Builder agrees to indemnify, hold harmless, protect and defend the County, Advocates for Human Potential, Inc., HORNE LLP, the California Department of Health Care Services, the California Department of Social Services, their officers, employees, agents, representatives and their successors and assigns ("Indemnitees") from any and all demands, liability, loss, suit, claim, action, cause of action, damage, cost, judgment, settlement, decree, arbitration award, stop notice, penalty, loss of revenue, and expense (including any fees of accountants, attorneys, experts, other professionals, and costs of investigation, mediation, arbitration, litigation and appeal) arising from any negligence, willful misconduct, or fraud of the Design-Builder or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, Design Consultants or any person for whose acts any of them may be liable, in connection with the performance of the Contract, regardless of whether the claim, suit, or demand alleges that it arises in part by virtue of the negligent act or omission of an Indemnitee. Notwithstanding the foregoing, Design-Builder's obligation to indemnify, hold harmless and protect the Indemnitees for any judgment, settlement, decree or arbitration award shall extend only to the percentage of negligence attributed to Design-Builder, its agents, employees, Project Managers, Subcontractors or Design Consultants with regard to such liability, suit, claim, damage, cost, judgment and expense. The Design-Builder's duty to indemnify, hold harmless, protect and defend includes, but is not limited to, bodily injury (including death at any time) and property or other damage (including, but without limitation, economic loss, and liability arising from contract, tort, patent, copyright, trade secret or trademark infringement) sustained by any person or persons, but only to the extent such duty to indemnify arises out of the negligent, reckless, or willful misconduct, of the Design-Builder or any of its officers, agents, employees, Project Manager(s), Subcontractors, Sub-subcontractors, or Design Consultants.

C. AMEND Section 4.3.2 to read as follows:

4.3.2 Notification of Third-Party Claims. County shall provide Design-Builder with prompt written notice upon County's receipt of any third party claim relating to the Contract. Design-Builder is advised that Advocates for Human Potential, Inc. and HORNE LLP may issue a notice to suspend performance or stop work. (See BHCIP Program Funding Agreement Attachment A Paragraph 32 and CCE Program Funding Agreement Attachment A paragraph 6.) If such occurs, Design-Builder is bound to and shall comply with the respective paragraph of the Program Funding Agreements Attachment A.

D. AMEND Section 5.1.1.1 to read as follows:

5.1.1.1 Advocates for Human Potential and HORNE LLP Right To Approve. Advocates for Human Potential, Inc. and HORNE LLP reserve the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Design-Builder to terminate subcontracts entered into in support of this Agreement. Such actions shall comply with the requirements listed

in BHCIP Program Funding Agreement Attachment A Paragraph 5 and CCE Program Funding Agreement Attachment A Paragraph 2.

E. AMEND Section 7.2.2 to read as follows:

7.2.2 Agreement on any Change Order shall be a full compromise and settlement of all adjustments to Contract Time and Contract Sum, and compensation for any and all delay, extended or additional field and home office overhead, disruption, acceleration, inefficiencies, lost labor or equipment productivity, differing site conditions, construction interferences and other extraordinary or consequential damages (hereinafter called "Impacts"), including any ripple or cumulative effect of said Impacts on the overall Work under the Contract arising directly or indirectly from the performance of Work described in the Change Order. By execution of any Change Order, Design-Builder agrees that the Change Order constitutes a complete accord and satisfaction with respect to all claims for schedule extension, Impacts, or any costs of whatsoever nature, character or kind arising out of or incidental to the Change Order. No action, conduct, omission, product failure or course of dealing by the County shall act to waive, modify, change, or alter the requirement that (i) Change Orders must be in writing, signed by the County and Design-Builder and; (ii) that such written Change Orders are the exclusive method for effectuating any change to the Contract Sum and/or Contract Time. Design-Builder is advised that pursuant to the terms of the Program Funding Agreements, change orders may be subject to approval from Advocates for Human Potential, Inc. and HORNE LLP, which may delay change order approval.

F. AMEND Section 7.5.1 to read as follows:

7.5.1 County's Project Manager's Authority. The County's Project Manager must authorize any changes in the Work. Such changes shall be effected by written order and shall be binding on the Design-Builder.

- (1) Pursuant to Paragraph 7.3 of the BHCIP Program Funding Agreement and Paragraph 8.1 of the CCE Program Funding Agreement, the County is required to provide notice of any changes in the work required to be performed, including any additions, deductions, changes, or deletions previously approved by the Program Funding Agreement Manager, Advocates for Human Potential, before any of the changes, additions, or deletions may be performed. This required notice may impact the timeframe the County can approve these changes. The County is not responsible for delays caused by the Program Funding Agreement Manager after submittal of notice.

G. AMEND Section 11.1.1.1 to read as follows:

11.1.1.1 Design-Builder shall furnish a Labor and Material Payment Bond and a Performance Bond in the forms provided or on any other form provided by County or approved by County Counsel. Design-Builder shall deliver to County no later than fourteen (14) calendar days of award of the Contract, evidence satisfactory to County that Design-Builder is capable of furnishing the bonds. The performance bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contract Documents in an amount equal to one hundred percent (100%) of the Contract Sum. The payment bond shall secure payment of all claims, demands, stop notices, mechanics liens, or charges of material suppliers, mechanics, or laborers employed by the Design-Builder or by any Subcontractor or any person, firm, or entity eligible to file a stop notice with respect to the Work in an amount equal to one hundred percent (100%) of the Contract Sum. Bonds shall name San Bernardino County, Advocates for Human Potential, Inc. HORNE LLP, the California Department of Health Care Services, and the California Department of Social Services as co-obligees. Bonds may be obtained through Design-Builder's usual source and the cost thereof shall be included in the Contract Sum. In the event of changes in the Work, that increase the Contract Sum, the amount of each bond shall increase and at all times remain equal to the Contract Sum.

H. AMEND Section 11.2.1.1 to read as follows:

11.2.1.1 Basic Requirements

Additional Insured – All policies, except Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with

respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85. In addition to naming the County, endorsements shall also name Advocates for Human Potential, Inc., HORNE LLP, the California Department of Social Services, and the "State Department of Health Care Services on behalf of the State (Agreement No.: 21-10349)" as additional insureds on all such insurance, including by insurance by subcontractors, during the course of construction.

Waiver of Subrogation Rights – The Design-Builder shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Design-Builder and Design-Builder's employees or agents from waiving the right of subrogation prior to a loss or claim. The Design-Builder hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Severability of Interests – The Design-Builder agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Design-Builder and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage – The Design-Builder shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage at the time the contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Design-Builder shall maintain such insurance from the time Design-Builder commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Design-Builder shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Design-Builder or County payments to the Design-Builder will be reduced to pay for County purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Design-Builder agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

I. **AMEND Section 13.1.2** to read as follows:

13.1.2 Work Stoppage Caused by County. If the Work is stopped for a period of 120 consecutive days through no act or fault of the Design-Builder or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Design-Builder because the County has persistently failed to fulfill the County's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Design-Builder may give County ten (10) calendar days written notice to cure. If the County fails to cure, the Design-Builder may, upon ten (10) additional calendar days' written notice to the County and the County, terminate the Contract and recover from the County as provided in Subparagraph 13.1.1 above. Work stoppage caused by Advocates for Human Potential or HORNE LLP, including but not limited to the ability to suspend performance or stop work under BHCIP Program Funding Agreement, Attachment A, paragraph 32 or CCE Program Funding Agreement, Attachment A, paragraph 6 and delays caused by its need to review and approve change orders, plans, payments, etc., shall not be deemed as work stoppage caused by County.

J. **AMEND Section 13.4.1** to read as follows:

13.4.1 Grounds. Without limiting any rights which County may have by reason of any default by Design-Builder hereunder, County may terminate Design-Builder's performance of the Contract in whole or in part, at any time, for convenience or any other reason upon written notice to Design-Builder. Termination for convenience also includes instances where the Project Funding Agreements between the County and Advocates for Human Potential, Inc. or HORNE LLP are terminated prior to completion of the Project. Such termination shall be effective as of the date stated in the written notice, which shall be no less than fifteen (15) calendar days from the date of the notice.

K. **AMEND Section 15.5.5** to read as follows:

15.5.5 Right to Inspect. The California Department of Social Services, California Department of Social Services, Advocates for Human Potential, HORNE LLP and County have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Project, the Design-Builder shall provide and shall require Sponsors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

L. **AMEND Section 15.6** to read as follows:

15.6 Record Retention and Audits

All books, account, reports, files, correspondence, data, and other records relating to this Contract shall be maintained by the Design-Builder and shall be subject at all reasonable times to review, inspection, and audit by the County or its designated Project Managers, as well as by HORNE LLP. or its authorized representatives, for a period of five (5) years after Final Completion of the Work. Such records shall be produced by the Design-Builder within a reasonable time at a place designated by the requestor, upon written notice to the Design-Builder. Design-Builder is advised of their obligations, including their obligation to advise subcontractors, to comply with the Project Funding Agreements Attachment A.

All other terms and conditions of the Agreement shall remain unchanged.

This Amendment, including referenced Exhibits, may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment and Exhibits (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

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SAN BERNARDINO COUNTY

Snyder Langston, LLC

(Print or type name of corporation, company, contractor, etc.)

► _____
Dawn Rowe, Chair, Board of Supervisors

By ► _____
(Authorized signature - sign in blue ink)

Dated: _____

Name Lee Watkins
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

Title President and Chief Operating Officer
(Print or Type)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Dated: _____

Address 300 Continental Boulevard, Suite 550
El Segundo, CA, 90245

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Daniel Pasek, Deputy County Counsel	► Rob Gilliam, Chief of Project Management	► Don Day, Director PFMD
Date _____	Date _____	Date _____

EXHIBIT C

PAYMENT BOND

EXHIBIT C

Payment Bond No. _____

PAYMENT BOND (Labor and Material Bond)

WHEREAS, San Bernardino County ("County") has awarded Snyder Langston, LLC designated as the "Principal" herein, a contract for the work described as follows:

WHEREAS, on or about _____, 20__, the Principal entered into a Design-Build Contract with the County for the design and construction of the work of improvement, which Design-Build Contract and all Contract Documents set forth therein are incorporated herein and made a part hereof by this reference; and

WHEREAS, by terms of the Design-Build Contract, as well as California Civil Code §9550, Principal is required to furnish a bond guaranteeing payment of claims.

WHEREAS, Principal is required to and has named the County, HORNE LLP, Advocates for Human Potential, the California Department of Social Services and the California Department of Social Services as co-obligees (collectively "Obligees").

NOW, THEREFORE, Principal and _____ ("Surety"), a duly admitted surety in the State of California, are held and firmly bound to the Obligees for payment of the penal sum of \$_____ ("the Bonded Sum"), in lawful money of the United States, for payment of which sum Principal and Surety jointly and severally bind themselves and their heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Principal shall fail to pay any of the persons named in California Civil Code §9100 for all labor, materials, equipment or services used or reasonably required for use in performance of the Work of the Project, then Surety shall pay for the same in an amount not-to-exceed the Bonded Sum, otherwise this obligation shall be null and void.

The following terms and conditions shall apply with respect to this Bond:

1. The Design-Builder and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Obligees and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Design-Build Contract, which is incorporated herein by reference.
2. With respect to Obligees, this obligation shall be null and void if the Design-Builder:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless Obligees from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Design-Build Contract, provided Obligees have promptly notified the Design-Builder and the Surety (at the address described in Paragraph 10) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Design-Builder and the Surety, and provided there is no County Default.
3. With respect to Claimants, this obligation shall be null and void if the Design-Builder promptly makes payment, directly or indirectly through its subcontractors, for all sums due Claimants. However, if Design-Builder or its subcontractors fail to pay any of the persons named in California Civil Code section 9100,

or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Design-Builder or subcontractors pursuant to the Unemployment Insurance Code section 13020, with respect to such work and labor, then Surety will pay for the same, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court.

4. Consistent with the California Mechanic's Lien Law, California Civil Code §§ 8000, et seq., the Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
5. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety under this Bond.
6. Amounts due the Design-Builder under the Design-Build Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of the Design-Builder and the Surety under this Bond.
7. Obligees shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. The Surety hereby waives notice of any change, including changes of time, to the Design-Build Contract or to related subcontracts, purchase orders and other obligations.
9. Suit against Surety on this Payment Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, pursuant to California Civil Code §9558, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §9356.
10. Notice to the Surety, Obligees or the Design-Builder shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, Obligees or the Design-Builder, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
11. This Bond has been furnished to comply with the California Mechanic's Lien Law, including, but not limited to, Civil Code §§9550, et seq. Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Design-Builder shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. DEFINITIONS
 - 13.1 Claimant: An individual or entity having a direct contract with this Design-Builder or with a subcontractor of the Design-Builder to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §9100. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Design-Build Contract, architectural and engineering services required for performance of the work of the Design-Builder and the Design-Builder's subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in California Civil Code §9554(b).

- 13.2 Design-Build Contract: The agreement between County and the Design-Builder identified on the signature page, including all Contract Documents and changes thereto.
- 13.3 County Default: Material failure of County, which has neither been remedied nor waived, to pay the Design-Builder as required by the Design-Build Contract, provided that failure is the cause of the failure of Design-Builder to pay the Claimants and is sufficient to justify termination of the Design-Build Contract.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety of the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body. Principal and Surety have caused this Bond to be duly executed and delivered as of this _____ day of _____, 20__.

SURETY:

PRINCIPAL:

Name

Name

Principal Place of Business

Address

By: _____
Signature

By: _____
Signature

Attorney-In-Fact

Printed Name

Signature

Its: _____
Title

(Attach Attorney-in-Fact Certificate, Corporate Seal and Surety Seal)

END OF DOCUMENT

EXHIBIT D

PERFORMANCE BOND

EXHIBIT D

Performance Bond No. _____

PERFORMANCE BOND

WHEREAS, San Bernardino County ("County") has awarded Snyder Langston, LLC designated as the "Principal" herein, a contract for the work described as follows:

WHEREAS, on or about _____, 20__, the Principal entered into a Design-Build Contract with the County for the design and construction of the work of improvement, which Design-Build Contract and all Contract Documents set forth therein are incorporated herein and made a part hereof by this reference; and

WHEREAS, Principal is required to furnish a bond guaranteeing the faithful performance of its obligations under the Contract Documents concurrently with delivery to County of the executed Design-Build Contract.

WHEREAS, Principal is required to and has named the County, HORNE LLP, Advocates for Human Potential, the California Department of Social Services and the California Department of Social Services as co-obligees (collectively "Obligees").

NOW, THEREFORE, Principal and _____ ("Surety"), a duly admitted surety in the State of California, are held and firmly bound to Obligees for payment of the penal sum of \$_____ ("the Bonded Sum"), in lawful money of the United States, for payment of which sum Principal and Surety jointly and severally bind themselves and their heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Principal shall promptly and faithfully perform all of its obligations under the Contract Documents, including any and all amendments and supplements thereto, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The following terms and conditions shall apply with respect to this Bond:

1. The Design-Builder and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Obligees for the complete and proper performance of the Design-Build Contract, which is incorporated herein by reference.
2. If the Design-Builder completely and properly performs all of its obligations under the Design-Build Contract, the Surety and the Design-Builder shall have no obligation under this Bond.
3. If there is no County Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 County has declared a Design-Builder Default under the Design-Build Contract pursuant to the terms of the Design-Build Contract; and
 - 3.2 County has agreed to pay the Balance of the Contract Sum to:
 - 3.2.1 The Surety in accordance with the terms of this Bond and the Design-Build Contract; or
 - 3.2.2 The contractor selected to perform the Design-Build Contract in accordance with the terms of this Bond and the Design-Build Contract.
4. When County has satisfied the conditions of Paragraph 3, the Surety shall promptly (within thirty (30) days) and at the Surety's expense elect to take one of the following actions (provided, that unless and

until County has actually terminated Design-Builder for default, the Surety need only respond to County and commence a diligent investigation, not make an election):

- 4.1 Arrange for the Design-Builder, with consent of Obligees, to perform and complete the Design-Build Contract (but Obligees may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4, below); or
 - 4.2 Undertake to perform and complete the Design-Build Contract itself, through its agents or through independent contractors, but Obligees may reject use of the Design-Builder as an agent or independent contractor; or
 - 4.3 Obtain bids from qualified Design-Builders acceptable to Obligees for a contract for performance and completion of the Design-Build Contract (other than the original Design-Builder), and, upon determination by Obligees of the lowest responsible bidder, arrange for a contract to be prepared for execution by County and the Design-Builder selected with Obligees' concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Design-Build Contract (naming Obligees); and, if the Surety's obligations defined in Paragraph 6, below, exceed the Balance of the Contract Sum, then the Surety shall pay to Obligees the amount of such excess; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Design-Builder and with reasonable promptness under the circumstances, and, after investigation and consultation with Obligees, determine in good faith its monetary obligation for which it may then be liable to Obligees under Paragraph 6, below, for the performance and completion of the Design-Build Contract and, as soon as practicable after the amount is determined, tender payment therefor to Obligees with full explanation of the payment's calculation. If Obligees accept the Surety's tender under this Paragraph 4.4, Obligees may still hold Surety liable for future damages then unknown or unliquidated resulting from the Design-Builder Default. If Obligees dispute the amount of Surety's tender under this Paragraph 4.4, Obligees may exercise all remedies available to them at law to enforce the Surety's liability under Paragraph 6 below.
5. If the Surety does not proceed as provided in Paragraph 4, above, then the Surety shall be deemed to be in default on this Bond ten (10) days after receipt of an additional written notice from any Obligee to the Surety demanding that the Surety perform its obligations under this Bond. At all times Obligees shall be entitled to enforce any remedy available to Obligees at law or under the Design-Build Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, or coordinate work with other consultants or Design-Builders.
6. The Surety's monetary obligation under this Bond is limited to the amount of this Bond, plus the Balance of the Contract Sum paid hereunder. Subject to these limits, the Surety's obligations under this Bond are commensurate with the obligations of the Design-Builder under the Design-Build Contract. The Surety's obligations shall include, but are not limited to:
- 6.1 The responsibilities of the Design-Builder under the Design-Build Contract for completion of the Design-Build Contract and correction of defective work;
 - 6.2 The responsibilities of the Design-Builder under the Design-Build Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Design-Build Contract, actual damages caused by non-performance of the Design-Build Contract, including but not limited to, all valid and proper backcharges, offsets, payments, indemnities, or other damages;
 - 6.3 Additional legal, design professional and delay costs resulting from the Design-Builder Default or resulting from the actions or failure to act of the Surety under Paragraph 4, above.
7. No right of action shall accrue on this Bond to any person or entity other than Obligees or their heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, alteration or addition to the Design-Build Contract or to related subcontracts, purchase orders and other obligations, including changes of time. The Surety consents to all terms of the Design-Build Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between Obligees and the Design-Builder regarding the Design-Build Contract, or in the courts of the County of San Bernardino, or in a court of competent jurisdiction in the location in which the work is located.
10. Notice to the Surety, Obligees or the Design-Builder shall be mailed or delivered to the address shown on the signature page.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
12. Definitions.
 - 12.1 Balance of the Contract Sum: The total amount payable by County to the Design-Builder pursuant to the terms of the Design-Build Contract after all proper adjustments have been made under the Design-Build Contract, for example, deductions for progress payments made, and increases/decreases for approved modifications to the Design-Build Contract.
 - 12.2 Design-Build Contract: The agreement between County and the Design-Builder identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Design-Builder Default: Material failure of the Design-Builder, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Design-Build Contract.
 - 12.4 County Default: Material failure of County, which has neither been remedied nor waived, to pay the Design-Builder progress payments due under the Design-Build Contract or to perform other material terms of the Design-Build Contract, if such failure is the cause of the asserted Design-Builder Default and is sufficient to justify Design-Builder termination of the Design-Build Contract.
13. Qualification Regarding Extended Warranties. The Surety's liability for extended warranties for Subcontractors and suppliers shall not apply to a breach of any such extended warranty under the Design-Build Contract that occurs more than one year after the applicable warranty commencement date under the Design-Build Contract.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety of the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body. Principal and Surety have caused this Bond to be duly executed and delivered as of this _____ day of _____, 20__.

SURETY:

PRINCIPAL:

Name

Name

Principal Place of Business

Address

By: _____
Signature

By: _____
Signature

Attorney-In-Fact

Printed Name

Signature

Its: _____
Title

(Attach Attorney-in-Fact Certificate, Corporate Seal and Surety Seal)

END OF DOCUMENT

EXHIBIT G

CAMPAIGN CONTRIBUTIONS DISCLOSURE - LEVINE ACT



Levine Act- Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Snyder Langston, LLC
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Lee Watkins, President & COO
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):
(3) shareholders: Jason Rich, CEO, Lee Watkins, President & COO, Jo-E Lopez, CRO
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Snyder Langston Holdings, LLC	Parent Company
N/A	N/A

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
Snyder Langston, LLC	Lee Watkins	N/A
Snyder Langston, LLC	Jason Rich	N/A

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
See original agreement.	N/A	N/A
N/A	N/A	N/A

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

N/A	N/A
N/A	N/A

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: N / A

Name of Contributor: N / A

Date(s) of Contribution(s): N/A

Amount(s): N/A

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.

EXHIBIT N

CCE PROGRAM FUNDING AGREEMENT

PROGRAM FUNDING AGREEMENT

SUMMARY COVER SHEET

Program Funding Agreement ID **CCE-7120640339-208**

Program Agreement Effective Date:

Program Funding Agreement Manager: **HORNE LLP (Horne)**
661 Sunnybrook Rd., Suite 100, Ridgeland, MS 39157

Horne Engagement Partner: Alethia Thomas

Sponsor: **San Bernardino County ATTN:** Georgina Yoshioka
Address: 303 E. Vanderbilt Way 4th Floor, San Bernardino, CA 92410
Phone: (909) 252-5142
Email address: georgina.yoshioka@dbh.sbcounty.gov

Prime Contract Identification: **California Department of Social Services**
Agreement No.: CCE-7120640339
Contract Title: *Community Care Expansion (CCE)*

Contract Type: Deliverable Based Type Contract Base Performance Period:

Consideration/Budget: Capital Construction
Not to Exceed \$10,515,038

Billing Terms: See Attachment F-Payment Schedule

Payment Terms: Payment remitted thirty (30) days after receipt of undisputed invoice

Program Funding Agreement Cover Sheet

(this page is not part of the Program Funding Agreement
and is for summary/reference purposes only)

This Program Funding Agreement (the “**Agreement**”) is entered into _____, 2025 (the “**Effective Date**”), by and between **HORNE LLP**, a Delaware limited liability partnership, with offices located at 661 Sunnybrook Rd., Suite 100, Ridgeland, MS 39157 (“**Horne**”), and **San Bernardino County**, a California County with offices at 303 E. Vanderbilt Way, San Bernardino, CA 92410 (“**Sponsor**”). Horne and Sponsor may be referred to separately as a “**Party**” or collectively as “**Parties**.”

RECITALS

A. Horne entered into an agreement with the State of California (the “**State**”) through the California Department of Social Services (“**CDSS**”) to facilitate program funding awards and provide services to CDSS as the third-party administrator of the CDSS Community Care Expansion Program (“**Program**”). The agreement between CDSS and Horne shall hereinafter be referred to as the “**Prime Contract**” or “**CDSS Contract**”;

B. The purpose of the Program is to preserve and expand access to long-term care services for seniors and adults with disabilities in the least restrictive settings, prioritizing applicants and recipients of Supplemental Security Income/State Supplementary Payment (“**SSI/SSP**”) and Cash Assistance Program for Immigrants (“**CAPI**”) who are experiencing or at risk of homelessness;

C. Pursuant to the requirements of the Program and CDSS guidelines, qualified grantees or entities shall use program fund awards to expand or preserve the capacity of eligible residential adult and senior care settings by the acquisition, construction, renovation or other physical improvement of real property, infrastructure, or facilities;

D. Pursuant to the requirements of the Program and CDSS guidelines, certain grantees may use a portion of Program fund awards to establish a capitalized operating subsidy reserve (“**COSR**”) to cover potential or projected operating deficits on a facility that is deed restricted to provide licensed residential care for at least the term of the COSR;

E. In response to that certain Request for Applications issued by a previous agent on behalf of CDSS on or about January 21, 2022 (the “**RFA**”) for the Program, Sponsor submitted an application (“**Application**”) to construct the project described in the current Statement of Work, Attachment E hereto (“**SOW**”), located at 13333 Palmdale Rd, Victorville, CA 92392 (the “**Project**”); and Sponsor has been awarded program funds for the Project in an amount not to exceed Ten Million Five Hundred Fifteen Thousand Thirty-Eight Dollars (\$10,515,038) (“**Program Funds**”), and a COSR for the operation of the facility in an amount not to exceed Zero Dollars (\$0);

F. The COSR, if any, shall be awarded to Sponsor, subject to the terms of a Capitalized Operating Subsidy Reserve Agreement between Sponsor and Horne, the form of which is attached hereto as Attachment L; and

G. This Agreement sets forth the terms and conditions of Horne’s administration and management of the Program Funds and Sponsor’s duties and obligations related to its receipt of Program Funds. Capitalized terms not defined herein, shall have the meanings ascribed thereto in the California Welfare and Institutions Code sections 18999.97–18999.98.

NOW, THEREFORE, based upon the foregoing, and in consideration of the mutual covenants and agreements herein set forth, the Parties agree as follows:

ARTICLE 1.
AUTHORITY

California Assembly Bill 172 (Chapter 696, Statutes of 2021) (“AB 172”) added sections 18999.97-18999.98 to the Welfare and Institutions Code providing the statutory basis for the Program. CDSS issued the RFA for the Program Funds and Horne provides pre-application consultation, technical assistance, general training and support on individual CCE projects, as well as administration and fund management. Program Funds are derived from the State of California General Fund.

This Agreement is entered under the authority of and in furtherance of the Program. This Agreement is the result of the Application by Sponsor for funding under the Program.

This Agreement hereby incorporates by reference Sponsor’s approved Application, as well as any report prepared by Horne in reliance on the representations and descriptions included in that Application. This Agreement is governed by the following (collectively, the “Program Requirements”), and each of the following, as amended and in effect from time to time, is hereby incorporated by this reference as if set forth herein in full:

- 1.1 AB 172 (Chapter 696, Statutes of 2021), including any subsequent amendments to the statutes contained therein;
- 1.2 The RFA, in the form attached to this Agreement as Attachment M;
- 1.3 California Welfare and Institutions Code sections 18999.97–18999.98;
- 1.4 Guidance issued by CDSS regarding the Program;
- 1.5 Program Guidelines, or Program Manuals, as adopted by CDSS, and as may be amended from time to time;
- 1.6 The award letter issued by CDSS to Sponsor (“Award Letter”) attached to this Agreement as Attachment N; and
- 1.7 All other applicable law, including, but not limited to, California Labor Code statutes applicable to public works projects.

Sponsor is solely responsible and liable for Sponsor and Sponsor’s subcontractors’ performance and compliance with this Agreement, the above-referenced Program Requirements, and all other local, state, and federal laws applicable to the Project.

ARTICLE 2.
TERM

- 2.1 This Agreement shall commence on the Effective Date and shall expire automatically on June 30, 2029 (the “Expiration Date”), which Expiration Date may be extended by Horne or CDSS; (the period from the Effective Date through the Expiration Date shall be referred to herein as the “Term”), unless earlier terminated by Horne or CDSS or assigned to CDSS pursuant to Section 2.3 below.
- 2.2 Upon the expiration of the Term, there shall be no extension or renewal of the Term of this Agreement, unless the Parties and CDSS otherwise agree in writing.
- 2.3 In the event that the Term of this Agreement is not extended, renewed, or terminated early, and either Party hereto shall have a material obligation to the other Party by the terms of this Agreement, which shall not be satisfied on or before the Expiration Date, all of Horne’s rights and obligations under this Agreement shall be assigned to CDSS, if directed by CDSS, effective June 30, 2029, at 11:59 p.m. Each of the Parties hereto acknowledge and agree that upon the occurrence of an assignment pursuant to this Section 2.3, such an assignment shall be effective without any further action by either Party hereto, or CDSS, and from and after the date of such an assignment: (i) CDSS shall be a Party to this Agreement and shall have all rights and obligations of Horne hereunder and (ii) Horne shall cease to be a Party to this Agreement and shall be released from its obligations hereunder. Upon the occurrence of such assignment, the Term of this Agreement shall be extended automatically for a period of one (1) year and shall expire without any further action by either Sponsor or CDSS, unless Sponsor and CDSS otherwise agree in writing.
- 2.4 In the event that the Prime Contract is terminated or amended in a manner removing Horne from responsibility as a Party to this Agreement, and either Party hereto shall have a remaining obligation to the other Party by the terms of this Agreement, which shall not be satisfied on or before the Expiration Date, all of Horne’s right and obligations under this Agreement shall be assigned automatically to CDSS effective upon the date of the termination or amendment.
- 2.5 Notwithstanding the foregoing or anything to the contrary contained herein, Horne and/or CDSS shall have the termination rights as set forth in Article 9 and Article 10, of this Agreement.

ARTICLE 3.
PROGRAM FUNDS

Sponsor has been awarded the Program Funds in the amount set forth in this Agreement to be used solely for the purposes set forth in this Agreement and as detailed in the SOW and for no other purposes. Sponsor shall be responsible for any costs to complete the Project in excess of the Program Funds award amount. Sponsor shall return any excess or remaining Program Funds

to the State of California upon completion of the Project. Notwithstanding the foregoing, Sponsor may be awarded a COSR to cover deficits in operating expenses attributable to the Project; and the COSR will be subject to the terms of a Capitalized Operating Subsidy Reserve Agreement between Sponsor and Horne, the form of which is attached hereto as Attachment L.

ARTICLE 4.
CONDITIONS OF CLOSING AND DISBURSEMENT

This Agreement shall be subject to the conditions precedent to closing set forth in Section 4.1 below. Horne shall disburse the Program Funds to Sponsor upon satisfaction of the requirements described in Section 4.2 below. Program Funds disbursed for real property acquisition shall be disbursed only upon satisfaction of the requirements in Section 4.2 and the additional requirements of Section 4.3 below. Program Funds to be disbursed for construction costs shall be disbursed only upon satisfaction of the requirements of Section 4.2 and the additional requirements described in Section 4.4 below. Thereafter, Program Funds shall be disbursed to Sponsor for costs incurred for the Project within thirty (30) days of receipt of a complete request for Program Funds, provided such request for funds is approved by Horne or its designee.

- 4.1.1 Conditions Precedent to Effectiveness of this Agreement. This Agreement shall not become effective until the following have been submitted by Sponsor and approved by Horne:
- 4.1.2 A fully executed copy of this Agreement, including all Attachments;
- 4.1.3 An executed copy of Certification: Related Party & Related Party Transaction Disclosure;
- 4.1.4 A completed Government Agency Taxpayer ID Form;
- 4.1.5 An authorizing resolution or set of authorizing resolutions that, in Horne's reasonable determination, materially comports with the Program Requirements.
- 4.1.6 Unless Sponsor is acquiring real property for the construction or operation of the Project, in which event Sponsor shall be subject to the requirements as described in Section 4.3.5.1, a certified copy of a recorded Declaration of Restrictions in the form attached to this Agreement as Attachment I, or deposit with Escrow Agent for recordation upon the mutual execution and release of this Agreement of a Declaration of Restrictions in such form, which shall be recorded against the real property upon which the Project is to be constructed or operated; provided that, in the event that the Project is being constructed or operated on a leasehold interest, which lease must be for a term of not less than thirty (30) years, the Sponsor shall record the Declaration of Restrictions against the leasehold and the fee interest to the real property upon which the Project is to be constructed or operated;
- 4.1.7 Unless Sponsor is acquiring real property for the construction or operation of the Project, in which event Sponsor shall be subject to the requirements

as described in Section 4.3.5.2, a certified copy of a recorded Performance Deed of Trust in the form attached to this Agreement as Attachment J, or other real estate instrument required by CDSS or deposit with Escrow Agent for recordation upon the mutual execution and release of this Agreement of a Performance Deed of Trust in such form; provided that, in the event that the Project is being constructed or operated on a leasehold interest, which lease must be for a term of not less than either twenty (20) years for existing facility capacity expansion projects or thirty (30) years for new facility construction projects, the Sponsor shall record the Performance Deed of Trust against the leasehold and the fee interest to the real property upon which the Project is to be constructed or operated; and deliver to Horne within five (5) days after recordation an ALTA Lender's Policy of Title Insurance showing the Performance Deed of Trust in the lien priority, such policy in a form approved by Horne and only subject to such title exceptions as are approved by Horne, its designee, or CDSS;

4.1.8 Certificates of insurance evidencing coverages required by this Agreement and naming Horne and CDSS as additional insureds;

4.1.9 A title report reflecting all existing liens, encumbrances, taxes owed, easements, covenants or any other restrictions on the real property upon which the Project is to be constructed or operated. If Sponsor's interest in the real property upon which the Project is to be constructed or operated is a leasehold, then Sponsor shall provide a current title report for the leasehold interest and the fee interest. For tribal trust land, Sponsor shall provide a certified Title Status Report ("TSR") from the U.S. Department of the Interior Bureau of Indian Affairs ("BIA") or an attorney's opinion regarding chain of title and current title status;

4.1.10 A signed opinion letter from Sponsor's legal counsel opining that this Agreement, the Declaration of Restrictions, the Performance Deed of Trust, and the Program Requirements do not conflict with any existing contract, agreement, or other requirement applicable to Sponsor, the property upon which the Project is to be constructed or operated, or the Project, and are otherwise enforceable against Sponsor; and such opinion letter shall be in the form and substance acceptable to Horne and CDSS, in their sole discretion.

4.2 Requirements for Disbursement of Program Funds. No Program Funds shall be released to Sponsor for any Project costs until Sponsor submits, and Horne approves, the documents described below for each Program Funds request, and any additional supporting information as may be required:

4.2.1 The Sponsor's request for funds, with all required supporting documents appended thereto;

4.2.2 Delivery of all items listed in Attachment H required for the disbursements of Program Funds.

4.3 Requirements for Disbursement of Program Funds for Acquisition Costs. No Program Funds shall be released to Sponsor for any Project costs related to the acquisition of real property until Sponsor satisfies the requirements described in Section 4.2 above, and Sponsor submits, and Horne approves, all documents described in this Section 4.3, and any additional information as may be required by Horne. Program Funds disbursed for acquisition of real property will be deposited directly into an escrow account opened by Sponsor for the transfer of title of the real property with Old Republic Title Company, unless another title company is approved by Horne.

4.3.1 A fully executed purchase and sale agreement or other agreement evidencing Sponsor's right to acquire the property upon which the Project is to be constructed or operated;

4.3.2 A written appraisal report setting forth an opinion of fair market value of the real property upon which the Project is to be constructed or operated prepared by a certified general appraiser licensed in the State of California ("Certified Appraisal Report"), which shall be in a form and substance acceptable to Horne and dated no more than six (6) months prior to the applicable request for funds;

4.3.3 A commitment from a title insurance company for an ALTA Lenders Title Insurance policy in a form acceptable to Horne in the amount of the Program Funds. The condition of title, the insurer, the liability amount, the form of policy, and the endorsements shall be subject to Horne approval. The policy shall insure that Sponsor holds good and marketable title (fee simple or leasehold) and shall show the Performance Deed of Trust and Declaration of Restrictions in the lien priority approved by Horne and only subject to such title exceptions as are approved by Horne, its designee, or CDSS;

4.3.4 Evidence of any additional funds necessary for Sponsor to acquire the property upon which the Project is to be constructed if the Program Funds are not providing the full amount of the acquisition costs;

4.3.5 Signed escrow instructions, approved by Horne, providing for the following:

4.3.5.1 a Declaration of Restrictions in the form attached to this Agreement as Attachment I shall be recorded at the close of escrow against the real property upon which the Project is to be constructed or operated; and

4.3.5.2 a Performance Deed of Trust, or other real estate instrument required by CDSS, in the form attached to this Agreement as

Attachment J shall be recorded at the close of escrow against the real property upon which the Project is to be constructed or operated.

4.3.6 Applicable documents and deliverables described in Attachment H required for the disbursements of Program Funds.

4.4 Requirements for Disbursement of Program Funds for Construction Costs. No Program Funds shall be released to Sponsor for Project costs related to construction on the Project until Sponsor satisfies the requirements described in Section 4.2 above, and Sponsor submits, and Horne approves, all documents described below, and any additional information as may be required, with each request for disbursement of funds for construction:

4.4.1 Plans and specifications for the construction work approved by Horne;

4.4.2 An executed construction contract, based on a permitted set of construction plans with a licensed general contractor for an amount consistent with the construction costs in the approved Project budget, based on the sources and uses attached hereto as Exhibit A and Exhibit B (as the same may be modified from time to time, with prior notice to Horne, the "Project Budget") that incorporates the requirements of this Agreement including, but not limited to, the prevailing wage requirements, and contains the Construction Contract Rider in the form attached as Attachment K;

4.4.3 Copies of labor and material bonds and performance bonds for the construction work in an amount equal to one hundred percent (100%) of the cost of construction, naming Horne and CDSS as co-obligees on the bonds;

4.4.4 A written request for Program Funds on a form approved by Horne providing sufficient detail and with sufficient supporting documentation to permit Horne or its designee to confirm that the request is consistent with the terms of this Agreement and the Project Budget accompanied by (a) certification by Sponsor's architect or project manager that the work for which disbursement is requested has been completed (although Horne reserves the right to inspect or have its designee inspect the Project and make an independent evaluation); (b) invoices and related back-up information and documentation required by Horne evidencing the amounts being requested; and (c) lien releases and/or mechanics lien title insurance endorsements reasonably acceptable to Horne; and

4.4.5 Applicable documents and deliverables described in Attachment H required for the disbursements of Program Funds.

4.5 Disbursements for Predevelopment Expenses. Notwithstanding anything to the contrary stated in this Article 4, or otherwise in this Agreement, Program Funds

may be released to Sponsor for certain predevelopment Project costs, subject to approval by Horne, its designee, or CDSS, in their sole discretion; provided, that Sponsor has satisfied the requirements set forth in subsections 4.1.1, 4.1.2, 4.1.3, 4.1.4, 4.1.7, 4.1.9, 4.2.1, 4.2.2, and the Project budget includes predevelopment expenses.

ARTICLE 5.
CONSTRUCTION PROJECTS/NOTICE TO PROCEED

In the event that Program Funds are used for the performance of construction on the Project, Sponsor shall submit any update to the Project Budget and a copy of the project schedule to Horne for its approval prior to issuance of a notice to proceed to Sponsor's general contractor. The updated Project Budget and project schedule shall be consistent with the final plans and specifications for the Project. Sponsor shall not issue a notice to proceed to its general contractor until Horne has approved the updated Project Budget and project schedule.

ARTICLE 6.
PERFORMANCE

Sponsor shall comply with the schedule set forth in the Performance Milestones in Attachment H and shall provide all applicable documents or deliverables described in Attachment G when requested. Sponsor shall provide regular progress reports to Horne, but in all events at least once every thirty (30) days, including its progress toward meeting the Performance Milestones. The Project shall not be considered complete until the submission of the required Notice of Completion signed by General Contractor and Architect, the certificate of occupancy, and copies of all unconditional lien waivers. Sponsor may apply to Horne for an extension of any Performance Milestones or an extension to submit any required deliverable, which Horne may approve based on a showing of good cause and acceptable assurances from Sponsor for timely completion of the remaining Performance Milestones as determined by Horne. Any extension granted by Horne shall not be effective unless granted in writing, and such writing shall be considered an amendment to this Agreement and incorporated herein. Funding sources are summarized and located on <https://www.ccegrant.com/> (the "Website"). Any updates to obligation and liquidation dates will be reflected on the Website, with communication updates being sent out to all grantees. Currently, there are three (3) funding sources for the Program, and the deadlines are as follows: General Funds must be obligated by June 2027, and expended by June 2029. The portion of the Program Funds originating from the State of California, General Fund (formerly State Fiscal Recovery Fund or SFRF), must be obligated by June 2024, and expended by December 2026. The portion of Program Funds originating from the State of California, Health and Human Services Agency, Home-and Community Based Services Fund ("HCBS"), must be obligated by December 2023 and expended by March 2024. Any updates related to obligation or expenditure dates and deadlines reflected on the Website and formal communication to the grantee, will be automatically applicable to this Agreement and the funding sources being applied toward the Project. The specific source of funding for a specific activity as well as the affiliated liquidation timeline for that funding source will be shared at the time of disbursement.

FAILURE TO SATISFY ANY ONE OF THE DELIVERY OBLIGATIONS REQUIRED HEREUNDER AND/OR PERFORMANCE MILESTONES (UNLESS SUCH PERFORMANCE MILESTONE IS EXTENDED) SHALL CONSTITUTE A BREACH OF THIS AGREEMENT AND ENTITLE HORNE TO MANDATE SPONSOR TO RETURN TO THE STATE OF CALIFORNIA ANY PROGRAM FUNDS DISBURSED; IN ANY SUCH INSTANCE, HORNE MAY, WITH CDSS APPROVAL, ALSO CANCEL THIS AGREEMENT WITHOUT OWING ANY DAMAGES OR OTHER PAYMENT TO SPONSOR.

ARTICLE 7.
FISCAL ADMINISTRATION

- 7.1 Disbursements of Program Funds to Sponsor by Horne shall be made directly to applicable contractors or vendors or to Sponsor, unless such funds are to be used for acquisition of the property upon which the Project is to be constructed or operated or otherwise required to flow through escrow, in which event the Program Funds shall be deposited directly into an escrow account established with a title company approved by Horne. All interest earned from the deposit of Program Funds shall be used by Sponsor for eligible Program activities. Program Funds shall be segregated from Sponsor's other funds and shall only be disbursed for eligible Program Funds costs.
- 7.2 Horne has approved the sources and uses attached as Exhibit A and Exhibit B, as such sources and uses may be updated into the Project Budget in accordance with Article 5. Sponsor may adjust line items in the budget without the prior approval of Horne, provided that such adjustments do not increase the overall budget amount, and provided further that Sponsor provides notice to Horne of the budget changes. Any use of any contingency amounts listed in the sources and uses attached hereto or the Project Budget, however, shall require the prior approval of Horne, which may require submittal of Sponsor's plans for mitigation of any events or circumstances necessitating the use of contingency funds. If upon completion of a particular phase or segment of the Project the Program Funds allocated to that segment or phase have not been fully expended, the Program Funds allocated to Sponsor for such segment of the Project shall remain available to Sponsor for disbursement for subsequent segments of the Project; provided, however, in no event shall the total amount of the Program Funds available to Sponsor exceed the amount set forth in this Agreement without a written amendment to this Agreement approved by Horne and CDSS.
- 7.3 Sponsor shall notify Horne in a timely manner of any changes in the work required to be performed under this Agreement, including any additions, changes, or deletions to the plans and specifications approved by Horne. Sponsor shall provide prior notice to Horne of any written change order before any of the following changes, additions, or deletions in work for the Project may be performed: (1) any change in the work the cost of which exceeds Twenty-Five Thousand Dollars (\$25,000); (2) any set of changes in the work the cost of which cumulatively exceeds One Hundred Thousand Dollars (\$100,000); (3) any

material change in building materials or equipment, specifications, or the structural or architectural design or appearance of the Project, as provided for in the plans and specifications approved by Horne; or (4) any changes in the project schedule that will extend the completion date. Notice of any additions, changes, or deletions to the work shall not relieve or release Sponsor from any other obligations under this Agreement or relieve or release Sponsor or its surety from any surety bond.

- 7.4 Sponsor shall provide Horne with an updated Project Budget and project schedule for the Project when 50% completion of construction work is achieved that shows all changes in costs and schedule from the Project Budget and project schedule provided to Horne prior to issuance of the notice of proceed.
- 7.5 Any Program Funds that have not been expended by the expiration of the Base Performance Period set forth in the Summary Cover Sheet and the Attached Performance Milestones must be returned to CDSS with accrued interest. Returned Program Funds shall be paid as directed by Horne or CDSS, no later than thirty (30) calendar days after the expiration of the applicable Base Performance Period.
- 7.6 In the event that Sponsor receives a COSR, the terms of disbursement to Sponsor shall be governed by that certain Capitalized Operating Subsidy Reserve Agreement between Sponsor and Horne, and not the terms of this Agreement. A COSR shall be available for use by Sponsor only for a period of up to five (5) years from the date of commencement of operations in the new or expanded facility, or March 31, 2029, whichever is earlier, unless otherwise authorized by CDSS; and in the event that the facility carries an operating deficit after the expiration of such five- (5) year period, Sponsor shall be solely liable and responsible for all operating costs previously funded by a COSR. For the avoidance of doubt, in no event shall the total amount of the Program Funds or the COSR available to Sponsor exceed the amounts set forth in this Agreement without a written amendment to this Agreement approved by Horne and CDSS.

ARTICLE 8.
CHANGES TO STATEMENT OF WORK

- 8.1 Sponsor shall not change the SOW without the prior approval of Horne or CDSS, which may be approved or disapproved by Horne or CDSS, each in its sole discretion. Horne and CDSS' decision to disapprove a request to change Sponsor's SOW is fact-specific, and the decision shall be final and not subject to further review. Sponsor shall submit to Horne a written request to change the SOW, which shall include a detailed description of the following criteria:
- 8.1.1 The changes to the services or the Project that Sponsor is requesting to make.

- 8.1.2 A detailed explanation of why the change is necessary and justification for how the change in Sponsor's Project will preserve or expand capacity of residential adult and senior care facilities and/or serve Qualified Residents as that term is defined in Welfare and Institutions Code section 18999.97.
- 8.1.3 Anticipated additional costs of changes to the Project, including a financial plan for meeting additional costs.
- 8.1.4 Any other information requested by Horne or CDSS to evaluate Sponsor's request.

Any changes to the SOW approved by Horne and/or CDSS shall be provided to Horne and considered an amendment to this Agreement and incorporated herein.

- 8.2 Sponsor is solely liable and responsible for any increases in costs that exceed the Program Fund award. In no event shall Horne or CDSS be responsible for any costs that exceed the Program Funds. In the event that Project costs exceed the funds that Sponsor has available to pay such costs, Sponsor shall within thirty (30) days of such occurrence provide for Horne's approval a financial plan for meeting such additional costs which additionally may be approved or disapproved by CDSS, in its sole discretion. A financial plan for meeting additional costs may include Sponsor providing additional funds for the Project or Sponsor incurring additional debt. Sponsor shall not incur any additional debt without the prior written approval of Horne.

ARTICLE 9. **DEFAULT AND REMEDIES**

- 9.1 Event of Default. Any of the following shall, after notice by Horne or CDSS and expiration of any applicable cure period, constitute an Event of Default under this Agreement:
 - 9.1.1 Sponsor's failure to satisfy the conditions precedent to disbursement of Program Funds as set forth in Article 4 above, or to expend Program Funds pursuant to the terms of this Agreement.
 - 9.1.2 Sponsor's failure to timely satisfy each or any of the conditions set forth in this Agreement, or the Award Letter.
 - 9.1.3 Sponsor's violation of any of the Program Requirements.
 - 9.1.4 Horne's or CDSS' determination of the following:
 - 9.1.4.1 Sponsor has concealed any material fact from Horne or CDSS related to Sponsor, the Application, the property upon which the Project is to be constructed or operated or the Project; or

- 9.1.4.2 Any material fact or representation made or furnished to Horne or CDSS by Sponsor in connection with the Application, the Award Letter, or this Agreement shall have been untrue or misleading at the time that such fact or representation was made known to Horne, or subsequently becomes untrue or misleading; or
- 9.1.4.3 Any certification or deliverable provided by Sponsor is determined to be untrue or misleading.
- 9.1.4.4 Any objectives or requirements of the Program cannot be met in accordance with this Agreement or within applicable timeframes, as memorialized by this Agreement.

9.2 Right to Cure. If the breach, violation, or default pursuant to Section 9.1 is not cured to Horne's and CDSS' satisfaction, as determined by Horne and CDSS, in their sole and absolute discretion, within fourteen (14) days of notice to Sponsor, provided in accordance with the notice requirements of this Agreement, then Horne, with CDSS approval, may declare a default under this Agreement.

9.2.1 Notwithstanding the foregoing, Sponsor may request additional time to cure any default. Horne may, but shall not be required to, grant any such request, subject to CDSS approval. Horne's approval of Sponsor's request for additional time to cure shall be subject to Sponsor's continuing and diligent efforts to cure, and any additional cure period provided to Sponsor shall be reasonable, as determined by Horne, subject to CDSS approval. For the avoidance of doubt, any extension of the cure period shall be granted by Horne or CDSS in writing in their sole discretion.

9.3 Horne/CDSS Remedies. Upon the occurrence of an Event of Default, Horne (on CDSS' behalf) and/or the State (represented by CDSS in this Agreement) may take any and all actions or remedies that are available under this Agreement, at law, or in equity, including, but not limited to, the following:

- 9.3.1 temporarily withhold disbursement of Program Funds pending correction of the breach, violation, or default;
- 9.3.2 disallow use of Program Funds for all or part of the costs resulting from the breach, violation, or default;
- 9.3.3 wholly or partly suspend or terminate this Agreement and Sponsor's award of Program Funds, or disbursements thereof (any such suspension or termination of this Agreement or Sponsor's award of Program Funds shall be effective upon Sponsor's receipt of Horne or CDSS notice of termination or suspension);
- 9.3.4 withhold or deny further Program Funds or awards to Sponsor,

- 9.3.5 require Sponsor to return all or part of any Program Funds, including any interest;
- 9.3.6 any and all remedies under the Performance Deed of Trust;
- 9.3.7 any and all remedies under the Declaration of Restrictions;
- 9.3.8 specific performance;
- 9.3.9 injunctive relief;
- 9.3.10 recovery and completion of the Project pursuant to the payment and performance bonds; and
- 9.3.11 any and all remedies allowed by law or equity.

ARTICLE 10.
TERMINATION

- 10.1 Horne and/or CDSS shall have the right, each in its sole discretion and without prejudice to any other rights and remedies it may have under applicable law, to terminate this Agreement immediately upon notice of such termination to Sponsor, if (i) an Event of Default occurs; (ii) three (3) breaches, violations or defaults by Sponsor of the terms and conditions of this Agreement (whether the same or different) occur within any twelve (12)-month period, regardless of whether any or all such breaches, violations or defaults are timely corrected; (iii) Sponsor files a petition in bankruptcy or is adjudicated by a court of competent jurisdiction to be bankrupt or insolvent, or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or if Sponsor discontinues or dissolves its business, or if a receiver is appointed for Sponsor or Sponsor's business; (iv) any lender to Sponsor declares a default under its loan agreement, or funds available to Sponsor from any lender become unavailable such that Sponsor is unable to timely satisfy obligations under this Agreement; or (v) Sponsor fails to provide Horne or CDSS with adequate assurances within a reasonable time that Sponsor is financially solvent or, Horne or CDSS determines, that Sponsor is financially insecure.
- 10.2 Upon termination of this Agreement for any reason, neither Horne nor CDSS shall be liable for any work that is not performed in accordance with the Agreement. Upon any termination, neither Horne nor CDSS shall be responsible for any additional disbursements of Program Funds after the termination date or for any damages to Sponsor as a result of such termination.

ARTICLE 11.
INSURANCE

11.1 Insurance Requirements. Sponsor shall continuously maintain for the duration of this Agreement, and so long as the Declaration of Restrictions is in place, the following insurance at, or in excess of, the limits detailed below:

11.1.1 A Builders Risk policy including a permission to occupy endorsement during the course of construction, and upon completion of construction, if the Project is new construction, property insurance covering all risks of loss, excluding earthquake, flood or other risks customarily excluded from “All-Risks” coverage, in an amount equal to full replacement cost of the Project, including all improvements, fixtures, furnishings and equipment thereon at the time of loss.

11.1.2 If the Project is rehabilitation of an existing facility, property insurance covering all risks of loss, excluding earthquake, flood or other risks customarily excluded from “All-Risks” coverage, in an amount equal to the full replacement costs of all improvements located on the property upon which the Project is to be constructed, including all improvements, fixtures, furnishings and equipment thereon at the time of loss. Upon completion of the rehabilitation, any property insurance policy shall be updated to reflect the increased replacement costs resulting from the rehabilitation.

11.1.3 Worker’s compensation insurance as required by the State.

11.1.4 Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles with \$1,000,000 combined single limits.

Commercial general liability insurance of not less than \$1,000,000 per occurrence with an annual aggregate limit of \$2,000,000 for bodily injury and property damage liability combined. The Sponsor’s required limits may be satisfied through a combination of general liability and umbrella policies of coverage. The commercial general liability insurance policy shall cover liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply to each insured against whom claim is made or suit is brought subject to Sponsor’s limit of liability.

- 11.2 Policy Requirements. All policies, except Workers' Compensation, shall be endorsed to name Horne and CDSS as an Additional Insured with respect to the work to be performed by Sponsor. The endorsements and policies will provide that the insurer waives its rights of subrogation, and the insurer will provide notice to Horne in writing at least thirty (30) days prior to any cancellation, material change in coverage or intent not to renew such insurance coverage. All such insurance must be primary and non-contributory and required to respond and pay prior to any other insurance or self-insurance available. Horne, in its sole discretion, may accept evidence of self-insurance if Horne determines that such self-insurance provides adequate coverage.
- 11.3 Contractor Insurance Requirements. Sponsor shall require its general contractor and its subcontractors to provide insurance in the amounts and form set forth above during the course of construction (except the general contractor shall not be required to maintain Builder's Risk insurance or property insurance) and to name Horne and CDSS as additional insureds on all such insurance during the course of construction.
- 11.4 Certificates of Insurance. Upon Horne's request, Sponsor shall immediately deposit with Horne and CDSS a certificate of insurance evidencing the above insurance coverage and naming Horne and CDSS as additional insured parties under such policies. Sponsor agrees that the insurance required herein shall remain in effect at all times during the term of the Agreement and the term of the Declaration of Restrictions. During the term of this Agreement, at least thirty (30) calendar days prior to the expiration of any policy of insurance required herein, Sponsor shall provide to Horne and CDSS a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than one year. Notwithstanding the expiration of this Agreement, the Sponsor shall provide to CDSS a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than either twenty (20) years for existing facility capacity expansion projects, or thirty (30) years for new facility construction projects, from the date of either of the following: (i) the date of issuance of a Certificate of Occupancy, or (ii) the date of recordation of a Notice of Completion, in the official records of the county where the Project is located.
- 11.5 Insurance Indemnification. Sponsor shall indemnify, defend and hold harmless Horne and CDSS against any and all liabilities to third persons and other losses (not compensated by insurance or otherwise) and for any other costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements or penalties, as a result of any claim or liability resulting from the failure of Sponsor (or its lower tier subcontractors or consultants) to maintain the insurance policies required by this Section.
- 11.6 Insurance Premiums. Neither Horne nor CDSS shall be responsible for any premiums, deductibles, or assessments on any insurance policy referred to in this Agreement.

- 11.7 Survival. The requirements to provide insurance in this Article 11 shall survive termination of this Agreement.

ARTICLE 12. **OPERATIONS**

Sponsor agrees that in consideration of the receipt of Program Funds pursuant to the terms of this Agreement, Sponsor shall enter into, as required by this Agreement, the Declaration of Restrictions, to be recorded against the property upon which the Project is to be constructed or operated, in a form substantially similar as attached hereto and incorporated herein by this reference as Attachment I. The Declaration of Restrictions shall by its terms restrict the development, use, and occupancy of the Project for the term of either twenty (20) years for existing facility capacity expansion projects or thirty (30) years for new facility construction projects, each from either the date of the issuance of a Certificate of Occupancy or the date of recordation of a Notice of Completion in the official records of the county in which the Project is located. In addition to any requirements in the Declaration of Restrictions, Sponsor shall comply with all health and safety requirements associated with the operation and maintenance of the Project for the benefit of the occupants of the Project. These rights and obligations shall survive the expiration or early termination of this Agreement and are covenants running with the Project pursuant to the Declaration of Restrictions in the form of Attachment I to be recorded against the Project. During the Term of this Agreement and the term of the Declaration of Restrictions Sponsor shall execute such other documents as required by CDSS to comply with the Program Requirements, including operating agreements, deed restrictions, covenants and conditions recorded against the Project.

ARTICLE 13. **POLICIES AND LEGAL AUTHORITIES**

- 13.1 Sponsor covenants comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Sponsor's performance under this Agreement, construction of, possession or ownership of the Project, including any licensing and health and safety requirements.
- 13.2 Sponsor shall comply with California Welfare and Institutions Code sections 18999.97 -18999.98 *et seq.*, including any related CDSS guidance, regulations, and/or subsequent additions or amendments thereto.
- 13.3 In the event Sponsor does not comply with the terms of this Article 13, Horne shall have all rights set forth in Article 9 and Article 10 and available at law or in equity.

ARTICLE 14. **INDEMNIFICATION**

- 14.1 Sponsor shall indemnify, defend, and hold harmless Horne, its officers, employees, and agents, and CDSS and its officers, employees and agents against liabilities to third persons and other losses (not compensated by insurance or

otherwise) and for any costs and expenses incurred by Horne and CDSS, including reasonable attorneys' fees, judgments, settlements or penalties, against all liabilities, claims, suits, demands or liens for damages to persons or property ("Claims") (except to the extent such Claims arise from the gross negligence or willful misconduct of Horne or CDSS), arising out of, resulting from, or relating to, Sponsor's performance under this Agreement or related in any way to the Project, and including, but not limited to the following:

- 14.1.1 Any act, omission, or statement of Sponsor, or any person employed by or engaged under contract with Sponsor that results in injury (including death), loss, or damage to any person or property;
 - 14.1.2 Any failure on the part of Sponsor to comply with applicable Program Requirements and requirements of law;
 - 14.1.3 Any failure to maintain the insurance policies required by this Agreement or the work performed, inclusive of intellectual property infringement, if applicable, under this Agreement. Insurance coverage that may be required shall in no way lessen or limit the liability of Sponsor under the terms of this obligation.
 - 14.1.4 Any failure on the part of Sponsor to satisfy all claims for labor, equipment, materials and other obligations relating to the performance of the work hereunder;
 - 14.1.5 Any injury to property or person occurring on or about the infrastructure or the property of Sponsor; or
 - 14.1.6 Any claims related to the use, generation, storage, release, threatened release, discharge, disposal or presence of hazardous materials on, under or about the property upon which the Project is to be constructed.
- 14.2 Sponsor shall indemnify Horne and CDSS under this clause for any of the above acts attributable to its employees, consultants, agents, and/or lower-tiered subcontractors engaged in performance of the work under this Agreement. Horne or CDSS shall provide timely notice of any Claim describing in reasonable detail such facts and circumstances with respect to such Claim. Sponsor shall defend Horne and CDSS with counsel reasonably acceptable to Horne and CDSS. Horne and CDSS may, at their option and own expense, engage separate counsel to advise them regarding the Claim and its defense. Such counsel may attend all proceedings and meetings. Sponsor shall not settle any Claim without the consent of Horne and CDSS, as applicable.
- 14.3 Sponsor agrees to indemnify, defend and save harmless Horne, its officers, agents and employees and CDSS, its officers, agents and employees from any and all claims, costs (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or

threatened), and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Sponsor in the performance of this Agreement.

14.4 This indemnification shall survive the expiration or termination of the Agreement.

ARTICLE 15. **PREVAILING WAGE**

Any construction work that is part of Sponsor's Project is subject to state prevailing wage law, including California Labor Code section 1720 *et seq.* Sponsor is urged to seek professional legal advice about prevailing wage law requirements and Sponsor's obligations thereunder. Prior to disbursing the Program Funds, Sponsor must provide evidence of Sponsor's and its general contractor's compliance with California's prevailing wage law and all applicable wage and hours laws. Sponsor shall also comply with any other labor requirements applicable to the Project as a result of other funding sources or regulatory requirements.

ARTICLE 16. **ENVIRONMENTAL CONDITIONS**

If the SOW includes the acquisition of real property, Sponsor shall provide a Phase I Environmental Site Assessment ("ESA") for the Project, in conformance with ASTM Standard Practice E 1527, evaluating whether the Project is affected by any recognized environmental conditions. If the Phase I ESA discloses evidence of recognized environmental conditions and Sponsor desires to proceed with the Project, Sponsor shall provide Horne with a Phase II report and any additional reports as required by Horne and in a form acceptable to Horne. Sponsor shall also provide an asbestos assessment and a lead-based paint report for Horne's approval if the Project involves rehabilitation or demolition of existing improvements. Prior to disbursement of Program Funds for real property acquisition, Horne shall require Sponsor to provide evidence to Horne that all recommendations of the Phase I or Phase II ESA have been complied with or shall be complied with prior to commencement of construction. Prior to disbursement of Program Funds for any rehabilitation work, Horne shall require the sponsor to provide evidence that all asbestos and/or lead-based paint has been abated.

ARTICLE 17. **RELOCATION**

Sponsor must comply with the California Relocation Assistance Law (California Government Code section 7260 *et seq.*) and its implementing regulations ("Relocation Laws") if the Project will result in the displacement, as that term is defined in the Relocation Laws, of any persons, businesses, or farm operations. Pursuant to the Relocation Laws, a Sponsor must have a relocation plan prior to proceeding with any phase of a Project or other activity that will result in the displacement of persons, businesses, or farm operations. Sponsor shall provide any required notices and relocation benefits in accordance with the Relocation Laws. Sponsor shall provide

Horne with evidence that it has complied with all applicable Relocation Laws and California Health & Safety Code and corresponding regulations for the safe transfer and relocation of residents in residential care facilities licensed by CDSS, and Sponsor shall certify to CDSS that it shall obtain a CDSS-approved relocation plan for each resident in care.

ARTICLE 18.
INSPECTIONS, AUDITS, AND RECORD RETENTION

- 18.1 Horne and CDSS or any of their authorized representatives shall have the right to access any documents, papers, or other records of Sponsor which are pertinent to the Program Funds, for the purpose of performing audits, examinations, and/or review regarding compliance with the provisions of this Agreement and the Program Requirements. Such monitoring activities shall include, but are not limited to, inspection of Sponsor's books and records, in addition to site inspections, as Horne deems appropriate.
- 18.2 Horne and CDSS may perform compliance reviews, review procedures and documents pertaining to the SOW and other elements of this Agreement, perform on-site visits and desk reviews in order to ensure Sponsor's compliance with this Section, as well as protect against fraud, waste and abuse.
- 18.3 The right to access records also includes timely and reasonable access to Sponsor's personnel for the purpose of interview and discussion related to the requested documents and/or information.
- 18.4 The right to access records is not limited to the required retention period but lasts as long as the records are retained by Sponsor.
- 18.5 Sponsor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Program Funds, COSR, or Project for a minimum of five (5) years.
- 18.6 Sponsor shall, and shall ensure that each of its subcontractors, if applicable, shall, comply with the requirements set forth in Attachment C - The California Department of Social Services Confidentiality and Information Security Requirements.
- 18.7 Sponsor recognizes and acknowledges that CDSS is a public entity subject to the Public Records Act, and information submitted by Sponsor to Horne or directly to CDSS may be subject to public disclosure and Sponsor has no right to assume that such information shall be kept confidential.
- 18.8 Any review or inspection undertaken by Horne, its designee, or CDSS, or its designee, with reference to the Project is solely for the purpose of determining whether Sponsor is properly discharging its obligations to CDSS and should not be relied upon by Sponsor or by any third parties as a warranty or representation by Horne or CDSS as to the quality of the design or construction of the Project.

18.9 Sponsor agrees that claims based upon an audit finding and/or an audit finding that is appealed and upheld, shall be recovered by Horne or CDSS by one of the following options:

18.9.1 Sponsor's remittance to Horne or CDSS of the full amount of the audit exception within thirty (30) days following Horne request for payment; or

18.9.2 A repayment schedule which is agreeable to both Horne and Sponsor.

Horne reserves the right to select which option described above shall be employed; and Horne shall notify Sponsor in writing of the claim procedure to be utilized. Interest on the unpaid balance of the audit finding or debt shall accrue at a rate equal to the maximum allowed by applicable law.

ARTICLE 19.
THIRD PARTY BENEFICIARIES

The State, represented by CDSS in this Agreement, is a third-party beneficiary of this Agreement. The Agreement shall not be construed so as to give any other person or entity, other than the Parties and CDSS, any legal or equitable claim or right. CDSS or another authorized department or agency representing the State of California may enforce any provision of this Agreement to the full extent permitted in law or equity as a third-party beneficiary of this Agreement. The State may take any and all remedies available in law and equity. In the event of litigation, the State may choose to seek any type of damages available in law or equity, up to the full amount of Program Funds awarded to Sponsor.

ARTICLE 20.
MISCELLANEOUS

20.1 Dispute Resolution.

20.1.1 The Parties shall use reasonable efforts to resolve any dispute arising under this Agreement within thirty (30) days pursuant to informal mediation before a retired judge with Judicial Arbitration and Mediation Services ("JAMS") in Los Angeles, California.

20.1.2 If the Parties cannot resolve a dispute arising under this Agreement pursuant to Section 20.1.1, the Parties shall submit such dispute to arbitration in accordance with the provisions of the American Arbitration Association. The Parties shall conduct any arbitration in Los Angeles, California. The arbitrator's decision in any such arbitration shall be final, conclusive, and binding on the Parties.

20.1.3 TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HEREBY UNCONDITIONALLY WAIVE ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY CLAIM ARISING OUT OF THIS AGREEMENT.

20.1.4 The Sponsor shall be obligated to continue to perform pursuant to this Agreement while any dispute is pending.

20.1.5 This Section 20.1 shall not apply to CDSS or the State.

20.2 Attorneys' Fees. If a dispute arising out of this Agreement is finally adjudicated, the non-prevailing party shall pay the prevailing party's reasonable expenses incurred in connection therewith, including reasonable arbitration costs and reasonable attorneys' fees. If multiple items are disputed and the final decision is split, then the Parties shall allocate such expenses pro rata as to each item. Section 20.2, Attorneys' Fees provisions do not apply to the State.

20.3 Waiver. Horne's failure to notify Sponsor of a breach or to insist on strict performance of any provision of this Agreement shall not constitute waiver of such breach or provision.

20.4 Remedies. No remedy in this Agreement is exclusive of any other remedy available under this Agreement, at law or in equity. Horne or CDSS may seek equitable relief, including an injunction, against Sponsor in connection with any breach or threatened breach of this Agreement.

20.5 Limitation of Liability. Except as otherwise provided in this Agreement, or by applicable law, Sponsor waives any right to seek, and Horne and CDSS shall not be liable for any special, consequential, or punitive damages; indirect, or incidental damages; or for any loss of goodwill, profits, data, or loss of use arising out of, resulting from, or in any way connected with the performance or breach of this Agreement, even if Sponsor advises Horne or CDSS of the possibility of any such damages.

20.6 Relationship. Sponsor is an independent contractor with respect to Horne. This Agreement is not intended to create a partnership, joint venture, employment, or fiduciary relationship between the Parties or between any Party hereto and CDSS.

20.7 Notices. Notices under this Agreement must be (i) in writing; (ii) addressed to the receiving Party at the address described on the Summary Cover Sheet (unless notice of a different address is given); and (iii) (A) if personally delivered to the recipient, notice is effective upon delivery; (B) if sent by a nationally recognized overnight courier service, notice is effective on the first business day following its timely deposit with such courier service, delivery fees for next business day delivery prepaid; no signature affirming receipt by the receiving party is required, the internal records of the courier service shall be accepted as sufficient evidence of the date of the deposit of the notice with the courier service; or (C) if sent by certified U.S. mail, notice is effective three (3) days after deposit thereof in the U.S. mail, postage prepaid, certified, return receipt requested. Counsel for a Party may send notice on behalf of its client.

20.7.1 Notwithstanding the foregoing, the Parties may deliver any approval, disapproval, or request therefor via email. Such email notices and

deliveries shall be valid and binding on the Parties, subject to the following:

20.7.1.1 Such email must be properly addressed to the other Party's Designated Representatives. For purposes of this Agreement, "Designated Representative" means initially (i) for Horne, Geoffrey Ross, Geoffrey.Ross@horne.com, and Dania Khan, Dania.Khan@horne.com; and (ii) for Sponsor, Georgina Yoshioka, georgina.yoshioka@dbh.sbcounty.gov. A Party may change a Designated Representative only upon notice to the other Party pursuant to the requirements of Section 20.7(iii) (A), (B) or (C).

20.7.1.2 If the sender receives a bounceback, out-of-office or other automated response indicating non-receipt, the sender shall (i) re-attempt delivery until the other Party confirms receipt, or (ii) deliver the item in accordance with Section 20.7(iii) (A), (B) or (C).

20.8 Governing Law. The place of performance of this Agreement is California, and the laws of the State of California shall govern the validity, performance, enforcement, and interpretation of this Agreement. Any litigation or enforcement of an award must be brought in the appropriate state or federal court in the State of California, County of Sacramento. Each Party consents to personal and subject matter jurisdiction and venue in such courts and waives the right to change venue with respect to any such proceeding. The Parties acknowledge that all directions issued by the forum court, including injunction and other decrees, shall be binding and enforceable in all jurisdictions and countries.

20.9 Assignment. Sponsor shall not assign, delegate, or otherwise transfer this Agreement, or its duties, or obligations in connection therewith, in whole or in part, without the prior approval of Horne and CDSS. Horne's obligations under this Agreement shall be assignable to CDSS or CDSS's designee upon CDSS's request without Sponsor's consent. In the event that Horne assigns its obligations under this Agreement to CDSS, Horne shall make commercially reasonable efforts to transition any reasonably necessary documentation related to this Agreement to CDSS or its designee, at no cost to CDSS; provided, however, that Horne shall have no obligation to incur any liability, pay fees, charges, or reimbursement in connection with any wind-down or transition services.

20.10 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter. It supersedes all oral or written agreements or communications between the Parties. No understanding, agreement, modification, change order, or other matter affecting this Agreement shall be binding, unless in writing, signed by both Parties. No handwritten changes shall be effective unless initialed by each Party.

- 20.11 Independent Legal and Tax Advice. Horne and Sponsor, each, have reviewed and negotiated this Agreement using such independent legal and tax counsel as each has deemed appropriate. Sponsor further acknowledges that it has been afforded the opportunity to obtain legal and tax advice concerning its legal and financial duties and obligations, including its state and federal tax liabilities related to its receipt of Program Funds, and hereby confirms by the execution and delivery of this Agreement that it has either done so or waived its right to do so in connection with the entering into this Agreement. For the avoidance of doubt, Sponsor shall be solely responsible for its tax liabilities related to its receipt of Program Funds.
- 20.12 Exhibits. The Attachments, Schedules, and Addenda attached to this Agreement are a part of this Agreement and incorporated into this Agreement by reference.
- 20.13 Partial Invalidity. If any part of this Agreement is unenforceable, the remainder of this Agreement and, if applicable, the application of the affected provision to any other circumstance, shall be fully enforceable.
- 20.14 Captions. The headings contained herein are for convenience only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.
- 20.15 Force Majeure. Neither Party shall be liable to the other for loss or damages due to failure or delay in rendering performance caused by circumstances beyond its reasonable control, if such failure could not have been overcome by the exercise of due diligence, due care, or foresight. Causes may include, but are not limited to, acts of God or a public enemy; wars; acts of terrorism; riots; fires; floods; epidemics; quarantine restrictions; labor disputes; strikes; defaults of subcontractors/vendors; failure/delays in transportation; unforeseen freight embargoes; unusually severe weather; or any law/order/regulation/request of a state or local government entity, the U.S. Government, or of any agency, court, commission, or other instrumentality of any such governments. Times of performance under this Agreement may be appropriately extended for excused delays if the Party whose performance is affected promptly notifies the other of the existence and nature of such delay.
- 20.16 Publicity. Without prior written approval of the other, neither Party shall use the other's name or make reference to the other Party or any of its employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promotions, or for publicity purposes of any form related to this work or data developed hereunder, unless disclosure of such materials is required by legal, accounting, or regulatory requirements beyond the disclosing Party's reasonable control. Use of either Party's name may be made in internal documents, annual reports, and proposals. This Section shall survive expiration/termination of this Agreement. Notwithstanding the foregoing, the Sponsor agrees that the State may use and refer to the Sponsor and the Project in any publication, news release, advertising, speech, technical paper, or for any other purposes.

- 20.17 Notice of Litigation. Promptly, and in any event within one (1) business day after an officer or other authorized representative of Sponsor obtains knowledge thereof, Sponsor shall provide written notice to Horne of (i) any litigation or governmental proceeding pending against Sponsor which could materially adversely affect the business, operations, property, assets, condition (financial or otherwise) or prospects of Sponsor, and (ii) any other event which is likely to materially adversely affect the business, operations, property, assets, condition (financial or otherwise) or prospects of Sponsor.
- 20.18 Survival. Except as otherwise stated, sections that by their terms impose continuing obligations or establish continuing rights shall be deemed to survive the expiration or termination of this Agreement.
- 20.19 Successors. This Agreement shall be binding upon the Parties, their successors, and assigns.
- 20.20 Approvals. Whenever this Agreement calls for a Party's approval, approval shall mean prior written approval (including via email), not to be unreasonably conditioned, delayed, or withheld, unless sole discretion is expressly noted.
- 20.21 Counterparts; Electronic Signatures. The Parties may sign this Agreement in several counterparts, each of which constitutes an original, but all of which together constitute one instrument. Electronic signatures are valid and shall bind the Party delivering such signature.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS THEREOF, the Parties hereto have executed this Agreement by their duly authorized respective officers as of the Effective Date.

HORNE LLP

SPONSOR:

San Bernardino County, a California
County

By: _____
**Alethia Thomas, HORNE Engagement
Partner**

By: _____
*Dawn Rowe, Chair, Board of
Supervisors*

EXHIBIT A**HORNE Summary
Sheet CCE Review**

Geographic Region	Southern California
Amount Requested	\$10,515,038
Facility Type and Bed/Unit Count	RRS - 52 beds/36 units
HORNE Recommendation	Recommended for award
Date Submitted	June 15, 2022

PROJECT ABSTRACT SUMMARY

The proposed Recovery Residence/Sober Living Home project would expand operations at an existing, vacant facility to 52 beds and 36 units to serve parents, individuals who are pregnant, and men in need of recovery services. The expansion of the proposed project will result in 20 1-bed units and 16 2-bed units of which 40 beds and 27 units will be dedicated to the CCE target population. The residences will include bedrooms, bathrooms, kitchens, and common living areas with the facility also providing communal laundry spaces. Additionally, the facility will be certified through California Consortium of Addiction Programs and Professionals (CCAPP) to provide a standard level of treatment and recovery care in an in-home setting.

Application Overview

Application ID	CCE-7120640339
Project Title	Substance Use Disorder Comprehensive Treatment Campus
Type of Entity	County
Target population	The proposed project has been designed to serve 75% SSI/SSP and CAPI adult residents with mental health and/or substance use disorders who are at risk of or are experiencing homelessness.
Address of Proposed Project	13333 Palmdale Rd. Victorville, CA 92392
County	San Bernardino County
Organization Information: Name of Entity	San Bernardino County
Co-Applicant? Y/N	N
Estimated date of completion (from Milestone Template)	December 2027
<i>Reviewer notes regarding project completion, if noted</i>	

Match Amount	\$2,540,102		
Match Source and details	Cash: \$2,540,102		
COSR requested/amount	\$0		
Facility Type: Recovery Residence/ Sober Living Homes (RRS)	Total Beds/Units: 52 Beds/36 Units	CCE Beds/Units: 40 Beds /27 Units	Cost per CCE Bed/Unit: \$262,876
Total Project Amount and amount of funding received from other awards (BHCIP, other sources)	\$13,055,140 Total Funding No additional funding sources.		
Sponsor Awarded Projects	The Sponsor has been awarded for one project within the CCE program. CCE-3585456821 has been awarded \$14,778,895 in CCE funding.		
Site Plan (schematic)	Reviewed and included as part of the application.		
CCLD Licensing and compliance check	In Good Standing		
APPLICATION REGIONAL COLLABORATION			
Community Outreach and Letters of Support summary	Community outreach and Letters of Support have been provided by the Chief Executive Officer of San Bernardino County and Program Administrator at St. John of God Health Care Services.		
If applicable, does applicant have an MOU or other agreement, or related experience (Q6)	An MOU was not provided; however, the Sponsor possesses 34 years of experience in providing comprehensive substance abuse disorder care including, residential treatment for substance abuse, withdrawal management, clinic-based outpatient treatment for SUD, recovery centers, and multiple recovery residences.		
Analysis of Cost Reasonableness <i>(Assessed based on facility type, scope, budget, and schedule of rehabilitation or renovations proposed in accordance with 2 CFR 200.404)</i>	The cost per CCE bed of this project is \$262,876, which is higher than the mean per bed cost of all CCE awarded projects in the Southern California region of \$187,549. The proposed project requires new construction of recovery residence buildings on owned, but unused land. The proposed project would be creating buildings with individual units that have personal beds and bathrooms with shared kitchen and living		

	<p>spaces. The residences have studio and 2-bedroom options with the residents having access to community and laundry buildings and amenities.</p>
<p>Analysis of Sustainability (Alternate Funding Streams, ALW, Subsidies, Vouchers, Medi-Cal, partnerships with social service / behavioral health agencies to provide service funding)</p> <p><i>Assessed based on demonstrated capacity to produce and implement a business plan, develop projections of costs and revenues (which should account for service delivery), and diversity of revenue sources</i></p>	<p>The proposed Recovery Residence/Sober Living Homes aims to provide a sustainable solution to adults and families that suffer from substance use disorder and mental health. San Bernardino County Department of Behavioral Health (DBH) is an integrated health and social services department that provides mental health and substance use disorder (SUD) services to individuals and their families throughout the county.</p> <p>DBH delivers services through a robust continuum of care comprised of department-run programs with nearly 1,500 employees, in addition to over 400 contracts with community organizations, other county departments, state agencies, law enforcement partners, and more. The project proposed herein, St. John of God, has been a contract program with DBH since 1990, offering a comprehensive system of SUD care that includes residential treatment for SUD, withdrawal management (detox), clinic-based outpatient treatment for SUD, a recovery center, and multiple recovery residences.</p> <p>The Sponsor poses extensive experience delivering services at this location through the facilities proposed for rehabilitation and expansion. DBH is also experienced in acquiring and operating facilities to house new programs.</p>
<p>Risks and mitigating factors and/or plan for addressing risks</p>	<p>The proposed project involves construction and infrastructure, which carries inherent risks, including the unpredictability of rising construction costs and availability of material. As construction costs are subject to various external factors such as market demand, supply chain disruptions, and material costs, it is difficult to predict the exact expenses and availability with absolute certainty. To address this potential risk, the project budget has included a contingency to mitigate any unforeseen construction expenditures.</p> <p>In addition, there are other potential risks that can arise during the construction process. These risks can include issues like delays in the construction schedule due to unforeseen circumstances, such as inclement weather, unexpected site conditions, or construction site accidents.</p>

	<p>Finally, a concern with new construction projects involves poor project management that can lead to documentation errors, poorly defined scopes of work, and other hazards. To mitigate these risks, the Sponsor has tasked The Architectural Firm with the project management and oversight tasks. Combined, the firm leaders have over 70 years of experience and have completed 60 new health care renovation and building projects. The Sponsor poses the necessary team to mitigate any risks as they may arise.</p>
<p>Does this fulfill the unmet need(s) of region?</p> <p><i>(The response is pulled from application Q. 11. Per RFA, this may include a local county/tribal/provider needs assessment, a facility wait list, the number of comparable facilities in the area, or other quantifiable documentation.)</i></p>	<p>Yes, the services offered through the facility assist San Bernardino County (SBC) in meeting Network Adequacy time/distance standards for outpatient and residential treatment services aim to fulfill an unmet need of the Southern California region. This is the only residential treatment provider for the High Desert region, wherein this proposed campus is located, serving surrounding communities in addition to Victorville. A contracted SUD provider that offers similar multilevel of care as partner, Saint John of God, within the High Desert Region is approximately 43 miles from this property. Furthermore, the High Desert region represents 30% of all consumers served throughout the SUD continuum of care and is the highest referring region to SUD services in SBC.</p>
<p>Project feasibility notes or additional considerations:</p>	
<p>The file contains comprehensive documentation that meets all requirements. The match is valued at \$2,540,102 in Cash which exceeds the required 10% for the project. The budget has been thoroughly evaluated and deemed reasonable.</p>	

Key Project Updates		
HORNE Requested:	Applicant Provided:	Result:
HORNE requested scope of work change and updates	Review and feedback regarding information provided in the statement of work.	The statement of work has been reviewed and finalized by the applicant. HORNE reviewed and verified.
HORNE requested confirmation of bed/unit count	Details around the beds and units for the proposed project	The applicant provided specifics and clarified the project with consist of 52 beds. 40 beds will be dedicated to qualified residents.

HORNE requested current Design, Acquisition, and Construction Milestone Schedule	The applicant provided an updated Design, Acquisition, and Construction Milestone Schedule	The applicant provided the following milestones: Acquisition: September 30, 2023 Construction Start: June 2026 Construction End: December 2027 Move In: February 2028 Start of Operations: February 2028
HORNE requested Construction Plans	Applicant provided Construction Plans	HORNE verified the scope of the project and validated estimated construction costs
HORNE requested updated Budget	Applicant provided updated Budget	HORNE verified the estimated costs associated with the proposed project
HORNE requested Articles of Incorporation	Applicant provided Articles of Incorporation	HORNE verified validity of Sponsor's organization documents

Sources		Amount	Per Bed/Unit	% of Total
Construction Sources	Grant	\$10,515,038	\$202,212	81%
Permanent Sources	Cash	\$2,540,102	\$48,848	19%
Total Sources		\$13,055,140	\$251,060	100%
Uses				
Acquisition Costs		\$0		
Hard Construction Costs		\$10,135,187		
Soft Costs		\$2,498,085		
Reserves and Escrows		\$0		
COSR		\$0		
Developer Fee		\$421,868		
Total Uses		\$13,055,140		

EXHIBIT B

CASH FLOW PROFORMA

[attached]

UNIT TYPE	Area Median Income % (AMI) Number	Square Feet	Total Sq Feet	Gross Rent \$	Utility Allowance \$	Net Rent per Sq Foot \$	Total Monthly Net Rent \$	Current Annual Rent \$
1BR/1BA PBV				\$	\$	\$	\$	\$
1BR/1BA				\$	\$	\$	\$	\$
1BR/1BA				\$	\$	\$	\$	\$
2BR/1BA				\$	\$	\$	\$	\$
2BR/1BA (Exempt Manager)				\$	\$	\$	\$	\$
Totals				\$	\$	\$	\$	\$

Project Name: #REF! Units: 0

CASH FLOW

	Inflation % Standards:	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Potential Gross Income																
Total Annual Rental Income	2.0%	\$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Rental Subsidy	2.0%	\$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parking	2.0%	\$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Commercial	2.0%	\$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Community Facility	2.0%	\$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Laundry	2.0%	\$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Potential Gross Income:																
Vacancy Allowance																
Total Annual Rental Income	5.0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parking	5.0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Commercial	10.0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Community Facility	10.0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Laundry	10.0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Vacancy Allowance:																
Effective Gross Income																
Total Annual Rental Income		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Parking		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Commercial		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Community Facility		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Laundry		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Effective Gross Income:																
Maintenance & Operating Expenses																
Operating Expenses:	3.0%	\$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fee	2.0%	\$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Resident Services																
Taxes and Insurance																
Total Operating Expenses:																
Replacement Reserves	3.0%	\$0	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses & Reserves:																
Net Operating Income:																
Deferred Developer Fee																
Principal Balance																
Interest for Period																
Payment																
Balance		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Net Case after Deferred Developer Fee		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Type Of Loan:																
Principal Balance																
Interest for Period																
Accumulated Interest																
Payment																
Balance		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
First Mortgage Debt Service																
First Mortgage	Interest Rate 4.50%	#DIV/0!														
Subsidy Debt Service																
Subsidy Loan 1	Interest Rate 0.25%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subsidy Loan 2	0.25%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subsidy Loan 3	0.50%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subsidy Loan 4	0.50%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Flow																
Net Cash Flow in 15 years	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Income to Expense Ratio (Min. 1.05)																
Debt Coverage Ratio		#DIV/0!														

LIST OF ATTACHMENTS

Title	No. of Pages
Attachment A – State Requirements	6
Attachment B – Certification Regarding Lobbying and Conflicts of Interest	2
Attachment C – CDSS Confidentiality and Information Security Requirements	16
Attachment D – Sponsor/CDSS Certification	6
Attachment E – Statement of Work	11
Attachment F – Payment Schedule	1
Attachment G – Sponsor Compliance Delivery Obligations	5
Attachment H – Performance Milestones	1
Attachment I-1 – Declaration of Restrictions	10
Attachment I-2 – Declaration of Restrictions for Projects with COSR	10
Attachment J-1 – Performance Deed of Trust	19
Attachment J-2 – Performance Deed of Trust for Projects with COSR	23
Attachment K – Construction Contract Addendum	7
Attachment L – Capitalized Operating Subsidy Reserve Agreement	134
Attachment M – RFA	22
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**ATTACHMENT A
STATE REQUIREMENTS**

1. California Civil Rights Requirements

- a. During the performance of this Agreement, Sponsor and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Sponsor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Sponsor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135 et seq.), the regulations or standards adopted by CDSS to implement such article, the Unruh Civil Rights Act (California Civil Code §51), and Title VI of the Civil Rights Act of 1964.

Sponsor shall permit access by representatives of the Department of Fair Employment and Housing, Home and/or CDSS upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities to ascertain compliance with this clause. Sponsor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Sponsor shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under the Agreement.

- b. Pursuant to Public Contract Code § 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:
- (1) **CALIFORNIA CIVIL RIGHTS LAWS:** Sponsor certifies compliance with the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135 et seq.), the regulations or

standards adopted by CDSS to implement such article, the Unruh Civil Rights Act (California Civil Code §51), and Title VI of the Civil Rights Act of 1964.

- (2) **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if Sponsor has an internal policy against a sovereign nation or peoples recognized by the United States government, Sponsor certifies that such policies are not used in violation of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135 et seq.), the regulations or standards adopted by CDSS to implement such article, the Unruh Civil Rights Act (California Civil Code §51), and Title VI of the Civil Rights Act of 1964.

- c. In the event of Sponsor's noncompliance with the requirements of the provisions herein or with any state or federal statutes, rules, regulations, or orders regarding civil rights or non-discrimination requirements, this Agreement may be cancelled, terminated, or suspended in whole or in part and Sponsor may be declared ineligible for further state contracts or grants.
- d. Sponsor will include the contractor certification provisions required by this section in every subcontract or purchase order unless exempted by federal or state statutes, rules, regulations, or orders, so that such provisions will be binding upon each Sponsor or vendor. Sponsor will take such action with respect to any subcontract or purchase order Horne may direct as a means of enforcing such provisions.

2. Subcontract Requirements

- a. Sponsor may enter into subcontracts for services to be performed pursuant to the SOW provided such subcontracts are consistent with this Agreement and the SOW and provided further that Sponsor follows its procurement policy, a copy of which has been previously provided to and approved by Horne. Horne or CDSS reserve the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require Sponsor to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from Horne requiring the substitution and/or termination of a subcontract, Sponsor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within thirty (30) calendar days, unless a longer period is agreed to by CDSS.

- b. Sponsor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by Horne, make copies available for approval, inspection, or audit.
- c. Horne and/or CDSS assume no responsibility for the payment of subcontractors used in the performance of this Agreement. Sponsor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- d. Sponsor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- e. Sponsor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- f. Sponsor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

subcontractor agrees to maintain and preserve, until three years after termination of this Agreement and final payment from Horne, to permit Horne or CDSS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

- g. Unless otherwise stipulated in writing by Horne, Horne shall be Sponsor's sole point of contact for all matters related to performance and payment under this Agreement.
- h. Sponsor shall, as applicable, advise all subcontractors of their obligations to comply with this Attachment.

3. Income Restrictions

Unless otherwise stipulated in this Agreement, Sponsor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by Sponsor under this Agreement shall be paid by Sponsor to Horne so that Horne can pay CDSS, to the extent that they are properly allocable to costs for which Sponsor has been reimbursed by Horne under this Agreement.

4. Site Inspection

The State has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of Sponsor, Sponsor shall provide and shall require is contractors and subcontractors to provide all reasonable facilities and assistance for the safety and

convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

5. Warranties

Sponsor represents and warrants that:

- a. It is free to enter into and fully perform this Agreement.
- b. It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- c. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to Horne or CDSS in this Agreement.
- d. It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- e. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Sponsor's performance of this Agreement.
- f. All materials and equipment furnished with respect to the Project and all work performed by Sponsor will be of good and workmanlike quality, free from faults and defects, and in conformance with the Agreement.
- g. It shall comply with all applicable laws in connection with its performance of its obligations under this Agreement.
- h. It has disclosed to Horne and CDSS the composition of Sponsor including any entity, member, manager, partner or person that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or common control with Sponsor ("Related Party" or "Related Parties") and shall promptly disclose to Horne and/or CDSS, during the Term of this Agreement, any change in ownership or control of Sponsor or any merger or acquisition that changes the control of Sponsor. For purposes of this Agreement "control" shall mean any entity that has an ownership interest of greater than twenty percent (20%) in Sponsor, or, has the authority to direct or cause the direction of the affairs or management of Sponsor.
- i. It shall disclose to Horne and/or CDSS, during the Term of this Agreement, promptly upon the existence or discovery of the existence of an actual or potential transaction, agreement, or settlement with a Related Party in connection with the Project ("Related Party Transaction").

- j. It shall disclose to Horne and/or CDSS, during the Term of this Agreement, promptly upon the existence or discovery of the existence of a Related Party or a Related Party Transaction: (1) the nature of the relationship, (2) the nature of the potential or actual transaction, agreement, or settlement, (3) the dollar amounts of any such transaction, agreement, or settlement, (4) the dollar amounts due to or from a Related Party, and (5) documents and any additional information, as may be requested by Horne and/or CDSS in their sole discretion.
- k. The provisions set forth herein shall survive any termination or expiration of this Agreement or any Project schedule.

6. Suspension or Stop Work Notification

- a. Horne may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by Horne's Designated Representative. Upon receipt of said notice, Sponsor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within thirty (30) working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from Horne. The resumption of work (in whole or part) will be at Horne's discretion and upon receipt of written confirmation.
 - (1) Upon receipt of a suspension or stop work notification, Sponsor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
 - (2) Within 90 days of the issuance of a suspension or stop work notification, Horne shall either:
 - (a) Cancel, extend, or modify the suspension or stop work notification; or
 - (b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.
- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, Sponsor may resume work only upon written concurrence of Horne.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or

agreement terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.

- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, Horne shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. In accordance with Article 14 and Section 20.5 of the Agreement, Horne shall not be liable to Sponsor or its subcontractors for loss of profits because of any suspension or stop work notification issued under this clause.

7. Compliance with Statutes and Regulations

- a. Sponsor shall comply with all applicable California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Sponsor's performance under the Agreement.

ATTACHMENT B

**State of California
Department of Social Services**

CERTIFICATION REGARDING LOBBYING AND CONFLICTS OF INTEREST

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. By entering into the Agreement and accepting Program Funds, Sponsor is in compliance with the Political Reform Act of 1978 and regulations promulgated by the Fair Political Practices Commission (FPPC) regarding requirements relating to lobbying and conflicts of interest.
2. Sponsor is aware of California state laws and regulations regarding employing current or former state employees. If Sponsor has any questions on the status of any person rendering services or involved with the Agreement, Horne must be contacted immediately for clarification.

(a) Current State Employees (Pub. Contract Code §10410): 1). No officer or employee of the State shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment. No officer or employee of the State shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

(b) Former State Employees (Pub. Contract Code §10411): 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency. For the twelve-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to their leaving state service.

If Sponsor violates any provisions of above paragraphs, such action by Sponsor shall render this Agreement void. (Pub. Contract Code §10420). Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e)).

Attachment B - Certification Regarding Lobbying

ATTACHMENT B

CERTIFICATION REGARDING LOBBYING
AND CONFLICTS OF INTEREST

B-1

**San Bernardino County, a California
County**

Printed Name of Person Signing for Sponsor

CCE-7120640339

Dawn Rowe

Contract Number

Signature of Person Signing for Sponsor

Date

**Chair, Board of Supervisors
Title**

After execution by or on behalf of Sponsor, please return to:
California Department of Social Services

Attachment B - Certification Regarding Lobbying

ATTACHMENT B

CERTIFICATION REGARDING LOBBYING
AND CONFLICTS OF INTEREST

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ATTACHMENT C

The California Department of Social Services Confidentiality and Information Security Requirements Sponsor - v 2019 01

This Confidentiality and Information Security Requirements - Attachment C (hereinafter referred to as “this Exhibit” or “Attachment C”) sets forth the information security and privacy requirements Sponsor is obligated to follow with respect to all confidential and sensitive information (as defined herein) disclosed to or collected by Sponsor, pursuant to the Agreement in which this Attachment is incorporated. The CDSS, Horne and Sponsor desire to protect the privacy and provide for the security of CDSS Confidential, Sensitive, and/or Personal (CSP) Information (hereinafter referred to as “CDSS CSP”) in compliance with state and federal statutes, rules and regulations.

- I. Order of Precedence.** With respect to information security and privacy requirements for all CDSS CSP, unless specifically exempted, the terms and conditions of this Attachment shall take precedence over any conflicting terms or conditions set forth in any other part of the Agreement between Sponsor and Horne.
- II. Effect on lower tier transactions.** The terms of this Attachment shall apply to all lower tier transactions (e.g., agreements, sub-agreements, contracts, subcontracts, and sub-awards, etc.). Sponsor shall incorporate the contents of this Attachment into each lower tier transaction.
- III. Confidentiality of Information.**
 - a. DEFINITIONS.** The following definitions apply to this Attachment and relate to CDSS Confidential, Sensitive, and/or Personal Information.
 - i. “Confidential Information” is information maintained by CDSS that is exempt from disclosure under the provisions of the California Public Records Act (Government Codes Sections 6250 et seq.) or has restrictions on disclosure in accordance with other applicable state or federal laws.
 - ii. “Sensitive Information” is information maintained by CDSS, which is not confidential by definition, but

Attachment C - CDSS Confidentiality and Information Security

requires special precautions to protect it from unauthorized access and/or modification (i.e., financial or operational information). Sensitive information is information in which the disclosure would jeopardize the integrity of CDSS (i.e., CDSS' fiscal resources and operations).

iii. "Personal Information" is information, in any medium (paper, electronic, or oral) that identifies or describes an individual (i.e., name, social security number, driver's license, home/ mailing address, telephone number, financial matters with security codes, medical insurance policy number, Protected Health Information (PHI), etc.) and must be protected from inappropriate access, use or disclosure and must be made accessible to information subjects upon request. It can also be information in the possession of the Department in which the disclosure is limited by law or contractual Agreement (i.e., proprietary information, etc.).

iv. "Breach" is

1. the unauthorized acquisition, access, use, or disclosure of CDSS CSP in a manner which compromises the security, confidentiality or integrity of the information; or the same as the definition of "breach of the security of the system" set forth in California Civil Code Section 1798.29(f).

v. "Information Security Incident" is

1. unauthorized access or disclosure, modification or destruction of, or interference with, CDSS CSP that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of any state or federal law or in a manner not permitted under the Agreement, including this Exhibit.

Attachment C - CDSS Confidentiality and Information Security

- b. CDSS CSP which may become available to Sponsor as a result of the implementation of the Agreement shall be protected by Sponsor from unauthorized access, use, and disclosure as described in this Attachment.
- c. Sponsor is notified that unauthorized disclosure of CDSS CSP may be subject to civil and/or criminal penalties under state and federal law, including but not limited to:
 - California Welfare and Institutions Code Section 10850
 - Information Practices Act - California Civil Code Section 1798 et seq.
 - Public Records Act - California Government Code Section 6250 et seq.
 - California Penal Code Section 502, 11140-11144, 13301-13303
 - Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) - 45 CFR Parts 160 and 164
 - Safeguarding Information for the Financial Assistance Programs - 45 CFR Part 205.50
 - Unemployment Insurance Code Section 14013
- d. **EXCLUSIONS.** “Confidential Information”, “Sensitive Information”, and “Personal Information” (CDSS CSP) does not include information that
 - i. is or becomes generally known or available to the public other than because of a breach by Sponsor of these confidentiality provisions;
 - ii. already known to Sponsor before receipt from CDSS without an obligation of confidentiality owed to CDSS;
 - iii. provided to Sponsor from a third party except where Sponsor knows, or reasonably should know, that the disclosure constitutes a breach of confidentiality or a wrongful or tortious act; or

Attachment C - CDSS Confidentiality and Information Security

- iv. independently developed by Sponsor without reference to CDSS CSP.

IV. Sponsor Responsibilities.

- a. Training.** Sponsor shall instruct all employees, agents, and subcontractors with access to CDSS CSP regarding:
 - i. The confidential nature of the information;
 - ii. The civil and criminal sanctions against unauthorized access, use, or disclosure found in the California Civil Code Section 1798.55, Penal Code Section 502 and other state and federal laws;
 - iii. CDSS procedures for reporting actual or suspected information security incidents in Paragraph V - Information Security Incidents and/or Breaches; and
 - iv. That unauthorized access, use, or disclosure of CDSS CSP is grounds for immediate termination of this Agreement and may be subject to penalties, both civil and criminal.
- b. Use Restrictions.** Sponsor shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, read, use, or disclose CDSS CSP other than for the purposes described in the Agreement and to meet its obligations under the Agreement.
- c. Disclosure of CDSS CSP.** Sponsor shall not disclose any individually identifiable CDSS CSP to any person other than for the purposes described in the Agreement and to meet its obligations under the Agreement.
- d. Subpoena.** If Sponsor receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of CDSS CSP, Sponsor will immediately notify the Home Project Director and CDSS Information Security and Privacy Officer. In no event should notification to CDSS occur more than three (3) business days after receipt by Sponsor's responsible unit for handling subpoenas and court orders.

Attachment C - CDSS Confidentiality and Information Security

- e. **Information Security Officer.** Sponsor shall designate an Information Security Officer to oversee its compliance with this Attachment and to communicate with CDSS on matters concerning this Attachment.
- f. **Requests for CDSS CSP by Third Parties.** Sponsor shall promptly transmit to the Horne Project Director and CDSS Information Security and Privacy Officer all requests for disclosure of any CDSS CSP requested by third parties to the Agreement (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- g. **Documentation of Disclosures for Requests for Accounting.** Sponsor shall maintain an accurate accounting of all requests for disclosure of CDSS CSP Information and the information necessary to respond to a request for an accounting of disclosures of personal information as required by Civil Code Section 1798.25, or any applicable state or federal law.
- h. **Return or Destruction of CDSS CSP on Expiration or Termination.** Upon expiration or termination of the Agreement between Sponsor and Horne, or upon a date mutually agreed upon by the Parties following expiration or termination, Sponsor shall return or destroy CDSS CSP. If return or destruction is not feasible, Sponsor shall provide a written explanation to the Horne Project Director and CDSS Information Security and Privacy Officer, using the contact information in this Agreement. CDSS, in its sole discretion, will make a determination of the acceptability of the explanation and, if retention is permitted, shall inform Sponsor in writing of any additional terms and conditions applicable to the retention of CDSS CSP.
- i. **Retention Required by Law.** If required by state or federal law, Sponsor may retain, after expiration or termination, CDSS CSP for the time specified as necessary to comply with the law.
- j. **Obligations Continue Until Return or Destruction.** Sponsor's obligations regarding the confidentiality of CDSS CSP set forth in this Agreement, including but not limited to obligations related to responding to Public Records Act requests

Attachment C - CDSS Confidentiality and Information Security

and subpoenas shall continue until Sponsor returns or destroys CDSS CSP or returns CDSS CSP to CDSS; provided however, that on expiration or termination of the Agreement between Sponsor and Horne, Sponsor shall not further use or disclose CDSS CSP except as required by state or federal law.

k. Notification of Election to Destroy CDSS CSP. If Sponsor elects to destroy t CDSS CSP, Sponsor shall certify in writing, to the Horne Project Director and CDSS Information Security and Privacy Officer, using the contact information, that CDSS CSP has been destroyed.

l. Background Check. Before a member of Sponsor's workforce may access CDSS CSP, Sponsor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk to CDSS information technology systems and/or CDSS data. Sponsor shall retain each workforce member's background check documentation for a period of three (3) years following Agreement termination.

m. Confidentiality Safeguards. Sponsor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of CDSS CSP that it creates, receives, maintains, uses, or transmits pursuant to the Agreement. Sponsor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Sponsor's operations and the nature and scope of its activities, including at a minimum the following safeguards:

i. General Security Controls

1. Confidentiality Acknowledgement. By executing the Agreement and signing Paragraph XI, CDSS Confidentiality and Security Compliance Statement, Sponsor acknowledges that the information resources maintained by CDSS and provided to Sponsor may be confidential, sensitive, and/or personal and requires special precautions to protect it from

Attachment C - CDSS Confidentiality and Information Security

wrongful access, use, disclosure, modification, and destruction.

2. **Workstation/Laptop Encryption.** All Sponsor-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP must be encrypted using a FIPS 140-2 certified algorithm which is 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by CDSS Information Security Office.
3. **Data Encryption.** Any CDSS CSP shall be encrypted at rest when stored on network file shares or document repositories.
4. **Server Security.** Servers containing unencrypted CDSS CSP must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
5. **Minimum Necessary.** Only the minimum necessary amount of CDSS CSP required to perform necessary business functions may be copied, downloaded, or exported.
6. **Removable Media Devices.** All electronic files that contain CDSS CSP must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, smart phone, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128 bit or higher, such as AES.
7. **Antivirus Software.** All Sponsor-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

Attachment C - CDSS Confidentiality and Information Security

8. **Patch Management.** To correct known security vulnerabilities, Sponsor shall install security patches and updates in a timely manner on all Sponsor-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP as appropriate based on Sponsor's risk assessment of such patches and updates, the technical requirements of Sponsor's systems, and the vendor's written recommendations. If patches and updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls will be implemented based upon the results of a risk assessment.
9. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDSS CSP. Sponsor's password policy must be based on information security best practices for password length, complexity, and reuse.
10. **Data Destruction.** Upon termination of the Agreement, all CDSS CSP must be sanitized in accordance with NIST Special Publication 80088, Guidelines for Media Sanitization.

ii. **System Security Controls**

1. **System Timeout.** The system providing access to CDSS CSP must provide an automatic timeout, requiring re-authentication of the user session after no more than thirty (30) minutes of inactivity for applications, and fifteen (15) minutes of inactivity for desktops and laptops.
2. **Warning Banners.** All systems (servers, desktops, laptops, etc.) containing CDSS CSP must display a warning banner at login stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

Attachment C - CDSS Confidentiality and Information Security

3. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDSS CSP, or which alters CDSS CSP. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CDSS CSP is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least one (1) year after occurrence.
4. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
5. **Transmission Encryption.** All data transmissions of CDSS CSP by Sponsor outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDSS CSP can be encrypted. This requirement pertains to any type of CDSS CSP in motion such as website access, file transfer, and email.
6. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDSS CSP that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

iii. Audit Controls

1. **System Security Review.** All systems processing and/or storing CDSS CSP must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing

Attachment C - CDSS Confidentiality and Information Security

adequate levels of protection. Reviews shall include vulnerability scanning tools.

2. **Log Reviews.** All systems processing and/or storing CDSS CSP must have a routine procedure in place to review system logs for unauthorized access.
3. **Change Control.** All systems processing and/or storing CDSS CSP must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

iv. **Business Continuity / Disaster Recovery Controls**

1. **Disaster Recovery.** Sponsor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDSS CSP in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
2. **Data Backup Plan.** Sponsor must have established documented procedures to backup CDSS CSP to maintain retrievable exact copies of CDSS CSP. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDSS CSP should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDSS data.

v. **Paper Document Controls**

1. **Supervision of Information.** CDSS CSP in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual

Attachment C - CDSS Confidentiality and Information Security

not authorized to access the information. CDSS CSP in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

2. **Escorting Visitors.** Visitors to areas where CDSS CSP are contained shall be escorted and CDSS CSP shall be kept out of sight while visitors are in the area.
3. **Confidential Destruction.** CDSS CSP must be disposed of through confidential means, such as cross cut shredding and/or pulverizing.
4. **Removal of Information.** CDSS CSP must not be removed from the premises of Sponsor except for identified routine business purposes or with express written permission of CDSS.
5. **Faxing.** CDSS CSP that must be transmitted by fax shall require that Sponsor confirms the recipient fax number before sending, takes precautions to ensure that the fax was appropriately received, maintains procedures to notify recipients if Sponsor's fax number changes, and maintains fax machines in a secure area.
6. **Mailing.** Paper copies of CDSS CSP shall be mailed using a secure, bonded mail service, such as Federal Express, UPS, or by registered U.S. Postal Service (i.e., accountable mail using restricted delivery). All packages must be double packed with a sealed envelope and a sealed outer envelope or locked box.

V. Information Security Incidents and/or Breaches of CDSS CSP

- a. **CDSS CSP Information Security Incidents and/or Breaches Response Responsibility.** Sponsor shall be responsible for facilitating the Information Security Incident and/or Breach response process as described in California Civil Code 1798.82(f), and State Administrative Manual (SAM)

Attachment C - CDSS Confidentiality and Information Security

Section 5340, Information Security Incident Management, including, but not limited to, taking:

- i. Prompt corrective action to mitigate the risks or damages involved with the Information Security Incident and/or Breach and to protect the operating environment; and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- b. Discovery and Notification of Information Security Incidents and/or Breaches of CDSS CSP.** Sponsor shall notify the Horne Project Director and CDSS Information Security and Privacy Officer of an Information Security Incident and/or Breach as expeditiously as practicable and without unreasonable delay, taking into account the time necessary to allow Sponsor to determine the scope of the Information Security Incident and/or Breach, but no later than three (3) calendar days after the discovery of an Information Security Incident and/or Breach. Notification is to be made by telephone call and email.
- c. Isolation of System or Device.** A system or device containing CDSS CSP compromised by an exploitation of a technical vulnerability shall be promptly disconnected or quarantined and investigated until the vulnerability is resolved. Sponsor will notify CDSS and Horne within two (2) business days of a confirmed exploitation of a technical vulnerability and keep CDSS and Horne informed as to the investigation until resolution of the vulnerability is completed.
- d. Investigation of Information Security Incidents and/or Breaches.** Sponsor shall promptly investigate Information Security Incidents and/or Breaches of CDSS CSP. CDSS shall have the right to participate in the investigation of such Information Security Incidents and/or Breaches. CDSS shall also have the right to conduct its own independent investigation, and Sponsor shall cooperate fully in such investigations. Sponsor is not required to disclose their un-redacted confidential, proprietary, or privileged information. Sponsor will keep CDSS fully informed of the results of any such investigation.

Attachment C - CDSS Confidentiality and Information Security

- e. Updates on Investigation.** Sponsor shall provide regular (at least once a week) email updates on the progress of the Information Security Incident and/or Breach investigation of CDSS CSP to the Horne Project Director and CDSS Information Security and Privacy Officer until the updates are no longer needed, as mutually agreed upon between Sponsor and the Horne Program Director/CDSS Information Security and Privacy Officer. Sponsor is not required to disclose their un-redacted confidential, proprietary, or privileged information.
- f. Written Report.** Sponsor shall provide a written report of the investigation to the Horne Project Director and CDSS Information Security and Privacy Officer within thirty (30) business days of the discovery of the Information Security Incident and/or Breach of CDSS CSP. Sponsor is not required to disclose their un-redacted confidential, proprietary, or privileged information. The report shall include, but not be limited to, if known, the following:
- i. Sponsor point of contact information;
 - ii. A description of what happened, including the date of the Information Security Incident and/or Breach of CDSS CSP and the date of the discovery of the Information Security Incident and/or Breach, if known;
 - iii. A description of the types of CDSS CSP that were involved and the extent of the information involved in the Information Security Incident and/or Breach;
 - iv. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed CDSS CSP;
 - v. A description of where CDSS CSP is believed to have been improperly transmitted, sent, or utilized;
 - vi. A description of the probable causes of the improper use or disclosure;
 - vii. Whether Civil Code Sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered; and

Attachment C - CDSS Confidentiality and Information Security

viii. A full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Information Security Incident and/or Breach of CDSS CSP.

g. Cost of Investigation and Remediation. Per SAM Section 5305.8, Sponsor shall be responsible for all direct and reasonable costs incurred by Horne or CDSS due to Information Security Incidents and/or Breaches of CDSS CSP resulting from Sponsor’s failure to perform or from negligent acts of its personnel, and resulting in the unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of an information asset. These costs include, but are not limited to, notice and credit monitoring for twelve (12) months for impacted individuals, Horne staff time, CDSS staff time, material costs, postage, media announcements, and other identifiable costs associated with the Information Security Incident, Breach and/or loss of data.

VI. Contact Information. To direct communications to the above referenced Horne and CDSS staff, Sponsor shall initiate contact as indicated herein. Horne and CDSS reserve the right to make changes to the contact information below by giving written notice to Sponsor. Said changes shall not require an amendment to this Attachment or the Agreement to which it is incorporated.

Horne Project Director	CDSS Information Security & Privacy Officer
See Summary Cover Sheet of the Program Funding Agreement for Horne Project Director information	California Department of Social Services Information Security & Privacy Officer 744 P Street, MS 9-9-70 Sacramento, CA 95814 Email: iso@dss.ca.gov Telephone: (916) 651-5558

Attachment C - CDSS Confidentiality and Information Security

VII. Audits and Inspections. CDSS may inspect and/or monitor compliance with the safeguards required in this Attachment. Sponsor shall promptly remedy any violation of any provision of this Attachment and shall certify the same to the Horne Project Director and CDSS Information Security and Privacy Officer in writing. The fact that CDSS or Horne inspects, or fails to inspect, or has the right to inspect, does not relieve Sponsor of its responsibility to comply with this Attachment.

VIII. Amendment. The Parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Attachment may be required to provide for procedures to ensure compliance with such laws. The Parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDSS CSP.

IX. Interpretation. The terms and conditions in this Attachment shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The Parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

X. Termination. An Information Security Incident and/or Breach of CDSS CSP by Sponsor, its employees, agents, or subcontractors, as determined by CDSS, may constitute a material breach of the Agreement between Sponsor and Horne and grounds for immediate termination of the Agreement.

XI. CDSS Confidentiality and Security Compliance Statement

**CALIFORNIA DEPARTMENT OF SOCIAL
SERVICES CONFIDENTIALITY AND SECURITY
COMPLIANCE STATEMENT V 2019 01**

Information resources maintained by the California Department of Social Services (CDSS) and provided to Sponsor may be confidential, sensitive, and/or personal and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

We hereby acknowledge that the confidential and/or sensitive records of CDSS are subject to strict confidentiality requirements imposed by state and federal law, which may include, but are not limited to, the following; the California Welfare and

Attachment C - CDSS Confidentiality and Information Security

Institutions Code §10850, Information Practices Act - California Civil Code §1798 et seq., Public Records Act - California Government Code §6250 et seq., California Penal Code §502, 11140-11144, 13301-13303, Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) - 45 CFR Parts 160 and 164, and Safeguarding Information for the Financial Assistance Programs - 45 CFR Part 205.50. Contractor agrees to comply with the laws applicable to CDSS CSP received.

This Confidentiality and Security Compliance Statement must be signed and returned with the Agreement.

Project Representative

Name (Printed): Dawn Rowe
Title: Chair, Board of Supervisors
Business Name: San Bernardino County
Email Address: Georgina.yoshioka@dbh.sbcounty.gov
Phone: 909-252-5142
Signature: _____
Date Signed: _____

READ and ACKNOWLEDGED: Information Security Officer (or authorized official responsible for business' information security program)

Name (Printed): Rick Shackelford
Title: Information Security Officer
Business Name: San Bernardino County, Department of Behavioral Health
Email Address: rshackelford@dbh.sbcounty.gov
Phone: (909) 388-0910
Signature: _____
Date Signed: _____

Attachment C - CDSS Confidentiality and Information Security

ATTACHMENT C

CDSS CONFIDENTIALLY AND
INFORMATION SECURITY REQUIREMENTS

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ATTACHMENT D

SPONSOR CDSS CERTIFICATION

Sponsor Certification Clause
CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Sponsor to the clause(s) listed below. This certification is made under the laws of the State of California.

Sponsor/Bidder Firm Name (Printed)	Federal ID Number
San Bernardino County	956002748

By (Authorized Signature)

Dawn Rowe, Chair, Board of Supervisors

Printed Name and Title of Person Signing

Date Executed	Executed in the County of San Bernardino
---------------	--

SPONSOR CERTIFICATION CLAUSES:

ARTICLE 1.
STATEMENT OF COMPLIANCE

Sponsor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

ARTICLE 2.
DRUG-FREE WORK PLACE REQUIREMENTS

Sponsor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

Attachment D – Sponsor/CDSS Certification

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
 - 1. the dangers of drug abuse in the workplace;
 - 2. the person's or organization's policy of maintaining a drug-free workplace;
 - 3. any available counseling, rehabilitation and employee assistance programs; and,
 - 4. penalties that maybe imposed upon employees for drug abuse violations.
- c) Every employee who works on the proposed Agreement will:
 - 1. Receive a copy of the company's drug-free policy statement; and
 - 2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Sponsor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Sponsor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

ARTICLE 3.
NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Sponsor certifies that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against Sponsor within the immediately preceding two-year period because of Sponsors failure to comply with an order of a federal court which orders Sponsor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

ARTICLE 4.
SUBCONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE--
PRO BONO REQUIREMENT

If applicable to Sponsor, Sponsor hereby certifies that Sponsor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Attachment D – Sponsor/CDSS Certification

Sponsor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement equal to the lesser of 30 multiplied by the number of full-time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any Agreement period of less than a full year or 10% of its Agreement with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services and may be taken into account when determining the award of future contracts with the State for legal services.

ARTICLE 5.
SWEATFREE CODE OF CONDUCT

- a) If applicable to Sponsor, all Sponsors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works Agreement, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Sponsor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov and Public Contract Code Section 6108.

- b) Sponsor agrees to cooperate fully in providing reasonable access to Sponsor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine Sponsor's compliance with the requirements under paragraph (a).

ARTICLE 6.
DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

6.1 LABOR CODE/WORKERS COMPENSATION:

Sponsor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Sponsor affirms to comply with such provisions before commencing the performance of the work of this Agreement. Labor Code Section 3700)

Attachment D – Sponsor/CDSS Certification

It is hereby mutually agreed that Sponsor shall forfeit to the State (enter amount from Labor Code Section 1775) dollars for each calendar day, or portion thereof, for each worker paid by him or her, or subcontractor under him or her, less than the prevailing wage so stipulated and in addition Sponsor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly, registered apprentices.

It is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and Sponsor shall forfeit, as a penalty to the State, twenty-five dollars (\$25) for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week, in violation of Labor Code Sections 18101815, inclusive.

Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. Sponsor and each of its subcontractor must comply with the requirements of Labor Code Section 1777.5 and any related regulations regarding the employment of registered apprentices.

Each Sponsor and any of Sponsor's subcontractors shall comply with the Labor Code Section 1776 regarding record keeping.

6.2 AMERICAN WITH DISABILITIES ACT:

Sponsor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

6.3 SPONSORS NAME CHANGE:

An amendment is required to change Sponsor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

6.4 CORPORATE QUALIFICATION TO DO BUSINESS IN CALIFORNIA:

- a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that Sponsor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there

Attachment D – Sponsor/CDSS Certification

are some statutory exceptions to taxation, rarely will a corporate Sponsor performing within the state not be subject to the franchise tax.

- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California.

Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6.5 RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

6.6 AIR OR WATER POLLUTION VIOLATION:

Sponsor and/or its subcontractors shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

6.7 PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all Sponsors that are not another state agency or other government entity.

6.8 CALIFORNIA CIVIL RIGHTS LAWS:

For Agreements executed or renewed after January 1, 2017, Sponsor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

6.9 EMPLOYER DISCRIMINATION POLICIES:

For Agreements executed or renewed after January 1, 2017, if Sponsor has an internal policy against a sovereign nation or peoples recognized by the United States government, Sponsor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code).

Attachment D – Sponsor/CDSS Certification

ARTICLE 7.
ANTITRUST CLAIMS

Sponsor offers and agrees and will require all of its contractors and subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (Title 15, U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. The assignment made by Sponsor and all additional assignments made by the subcontractors and suppliers shall be deemed to have been made and will become effective at the time the awarding body tenders final payment to Sponsor without further acknowledgment or the necessity of tendering to the awarding body any written assignments.

If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code Sections 4550 to 4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, on demand, recover from the public body any portion of the recovery, including treble damages, and attributable overcharges that were paid by the assignor but were not paid by the public body as a part of the bid price, less the expenses incurred in obtaining that portion of the recovery. On demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code Sections 4550 to 4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

Attachment D – Sponsor/CDSS Certification

ATTACHMENT E

STATEMENT OF WORK (“SOW”)

A: PROJECT AND SPONSOR INFORMATION	
<p>Application ID: CCE-7120640339</p> <p>Project Title: Substance Use Disorder Comprehensive Treatment Campus</p> <p>Grant Project Address: 13333 Palmdale Rd Victorville, CA 92392</p> <p>APN(s) #: 3105-191-11-0000</p>	<p>Sponsor Name: San Bernardino County Legal Name: San Bernardino</p> <p>County Entity Type: County EIN: 956002748</p> <p>Co-Applicant Name (if applicable): N</p> <p>Acquisition with Grant Funds (Y/N): Y</p>
B: LEAD AUTHORIZED REPRESENTATIVE	C: PROGRAM FUNDS & MATCH AMOUNT
<p>First and Last Name: Georgina Yoshioka</p> <p>Title/Role: Interim Director</p> <p>Office Phone #: (909) 252-5142</p> <p>Mobile Phone #: (909) 252-5142</p> <p>Email: georgina.yoshioka@dbh.sbcounty.gov</p>	<p>Program Funds: \$10,515,038</p> <p>COSR Funds: \$0.00</p> <p>Match: \$2,540,102</p> <p>Cash Value: \$2,540,102</p> <p>Total Funds: \$13,055,140</p>
D: PROJECT CONSTRUCTION	
<p>Building/Facility Type: <i>e.g., adult residential facilities (ARFs), residential care facilities for the elderly (RCFEs), Permanent Supportive Housing (PSH) that serves the needs of seniors and adults with disabilities (including models that provide site-based care, other residential care settings that serve the target population, including recuperative or respite care settings, or mixed-use:</i></p> <p>Recovery Residence/ Sober Living Homes (RRS)</p>	
<p>Type of Project: <i>e.g., predevelopment, new construction, acquisition, renovation to expand capacity, adaptive reuse:</i></p> <p>New Construction</p>	
<p>Current License Status: <i>e.g., in good standing, pending, N/A:</i></p> <p>In Good Standing</p>	

Target Population(s): *Describe the population you intend to serve, which should include Qualified Residents experiencing or at risk of homelessness, per your application for Program Funds.*

This Recovery Residence/Sober Living Home project will provide 52 beds, 75% of which will be reserved for SSI/SSP and CAPI applicants or recipients who are at risk of or experiencing homelessness. There will be 20 units with 1 bed per unit and 16 units with 2 beds per unit. Of the total 52 beds and 36 units, 40 beds and 27 units will be reserved for applicants or recipients of SSI/SSP and CAPI applicants or recipients who are at risk of or experiencing homelessness. Residential treatment reduces inequities for the target populations by providing a stable, secure, and structured environment, and by connecting consumers with the resources necessary for ongoing recovery and stability. These resources include, but are not limited to, housing resources, health resources, outpatient treatment, sober living, and peer support. Recovery residences, for which the consumer population is primarily homeless or in a dependent living situation, further reduce these inequities by granting consumers the ability to recover in a safe environment, thus enhancing their ability to remain sober outside of the treatment setting.

E: PROJECT SCOPE REQUIREMENT

This section may include the project narrative, from the Sponsor's application (Question No. 24), updated to include revisions made to finalize the Sponsor's final award of Program Funds. This section should include the following 1) the goals of the Project, 2) the overall timeline, activities, and milestones, and 3) how you plan to conduct outreach to the intended target population of Qualified Residents experiencing or at risk of homelessness in order to serve them through the Project.

Goals:

The Recovery Residence/Sober Living Home will be built on an existing facility and expand the continuum of care. This will increase the number of transitions to the next level of care and promote ongoing recovery support and aftercare services. Program staff will be trained in American Society of Addiction Medicine (ASAM) which utilizes a Harm Reduction approach to substance abuse. Staff will engage with clients and utilize motivational interviewing to work collaboratively with the client providing individualized client-driven supports. The campus will have an office available offering resources to clients such as homeless services. These resources and services will be made available to clients if the client chooses to access this information. These services will not be made mandatory for clients as a condition to remain housed. The recovery residences will be certified through California Consortium of Addiction Programs and Professionals (CCAPP). Standards will be met to provide an in-home like setting while assisting clients with continued treatment and recovery while they integrate back into the community through permanent housing. The existing facility offers six (6) ASAM 3.2 withdrawal management beds and 54 ASAM 3.1 and 3.5 residential treatment beds (32 beds for men, 16 beds for women, and 6 beds for parents with children). Additionally, through additional local sites that will not be purchased by San Bernardino County, the existing network includes nine (9) recovery residence beds, an SUD outpatient treatment clinic, and a recovery center, all of which the county plans to localize and co-locate. Through the expansion and construction proposed in the project, 5 buildings will be constructed. 1 building will have 4 units with 1 bed per unit. 4 buildings will have 4 units with 1 bed per unit and another 4 units with 2 beds per unit. There will be a total of 52 new beds.

Overall Timeline, Activities, and Milestones:

Acquisition- January 18, 2023

Construction Start Date- June 2026

Construction End Date- December 2027

Move In- February 2028

Start of Operations- February 2028

Outreach:

To ensure the new and rehabilitated beds and units are dedicated specifically to SSI/SSP and CAPI recipients who are at risk of homelessness, DBH will be conducting targeted outreach to engage this older adult population through collaboration with the San Bernardino County Department of Aging and Adult Services and Office of the Public Guardian, Regional Councils on Aging, DBH Age Wise program, and DBH Cultural Competency Advisory Committee - Older Adults Awareness Subcommittee to increase awareness of this service availability for this population. Additionally, San Bernardino County Department of Behavioral Health (DBH) will continue to accept referrals from the Transitional Assistance CalWORKs program, Probation Department, and Children and Family Services Department. DBH also anticipates referrals from neighboring county-operated and contract provider substance use disorder outpatient clinics including Barstow Behavioral Health, High Desert Child, Adolescent and Family Services Center, the CHOICE program, and Apple Valley Clinic.

Performance Deed of Trust:

The proposed project has received funding from BHCIP and the applicability and enforceability of the Performance Deed of Trust, Security Agreement and Fixture Filing (PDOT) in the Program Funding Agreement will be limited in scope to only the portion of the grant project parcel encompassing the CCE project; however, absent subdivision, the PDOT will be recorded against the entire parcel (APN #: 3105-191-11-0000).

F: PROJECT EXPANSION SCOPE REQUIREMENTS

Facility Type # 1:	# New Beds / PSH Units:	# of New Beds / PSH Units for prioritized Qualified Residents experiencing or at risk of homelessness:	Total # of all Beds / PSH Units:	Total # of all Beds / PSH Units for Qualified Residents experiencing or at risk of homelessness:	New SQFT for Facility:
Recovery Residence/ Sober Living Homes (RRS)	52 beds /36 units	40 beds/27 units	52 beds/36 units	40 beds /27 units	17,770

G: PROJECT TASKS & DELIVERABLES

PRE-CONTRACTING

The below outlines tasks and deliverables expected of CCE grant recipient to be completed prior to executing the Program Funding Agreement (PFA).

TASK 1: APPLICANT INFORMATION

Description/Deliverables	\$ FUNDS ALLOCATED
<p>Deliverables – All Applicants:</p> <ul style="list-style-type: none">Completed application via CCE portal.Government Tax ID (PFA4.1.3)Articles of Incorporation <p>Deliverables – For-Profit Entities:</p> <ul style="list-style-type: none">Proof of Prior Experience; <u>or</u>Memorandum of Understanding (MOU) or contract with collaborating entity (nonprofit organization, tribal entity, city, or county) <p>Deliverables – LLCs:</p> <ul style="list-style-type: none">Articles of OrganizationCertificate of Good Standing	<p style="text-align: center;">CASH MATCH AMOUNT AS REQUIRED TO START PROJECT</p> <p style="text-align: center;">[CASH MATCH MUST BE EXPENDED PRIOR TO DISBURSEMENT OF PROGRAM FUNDS TO SPONSOR]</p>

TASK 2: BUDGET INFORMATION

Description/Deliverables
<p>Deliverables – All Applicants:</p> <ul style="list-style-type: none">Copy of finalized budget (Schedule 1 of SOW)

TASK 3: MATCH VERIFICATION

Description/Deliverables
<p>Deliverables – All Applicants:</p> <ul style="list-style-type: none">Requirements of Cash MatchRequirements of Property EquityRequirements of In-Kind Match

TASK 4: SITE READINESS/CONTROL

Description/Deliverables

Deliverables – All Applicants:

- Requirements of Cash Match
- Schematic Design Checklist
- Completed Site Plans, Design Development, and/or Construction Drawings, *if applicable*.
 - Pre-Development Projects must provide proposed plans, development, and drawings.
- Design, Acquisition, and Construction Milestone Schedule
- Certificates of insurance evidencing coverages required by the PFA and naming Horne and CDSS as additional insureds (*PFA 4.1.7*)
 - As stated in Article 11 of the PFA:
 - 11.1.1 A **Builders Risk policy** including a permission to occupy endorsement during the course of construction, and upon completion of construction, if the Project is new construction, property insurance covering all risks of loss, excluding earthquake, flood or other risks customarily excluded from “All-Risks” coverage, in an amount equal to full replacement cost of the Project, including all improvements, fixtures, furnishings and equipment thereon at the time of loss.
 - 11.1.2 If the Project is rehabilitation of an existing facility, property insurance covering all risks of loss, excluding earthquake, flood or other risks customarily excluded from “**All-Risks**” coverage, in an amount equal to the full replacement costs of all improvements located on the property upon which the Project is to be constructed, including all improvements, fixtures, furnishings and equipment thereon at the time of loss. Upon completion of the rehabilitation, any property insurance policy shall be updated to reflect the increased replacement costs resulting from the rehabilitation.
 - 11.1.3 **Worker’s compensation insurance** as required by the State.
 - 11.1.4 **Comprehensive automobile and vehicle liability insurance** covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles with \$1,000,000 combined single limits. Commercial general liability insurance of not less than \$1,000,000 per occurrence with an annual aggregate limit of [\$5,000,000/\$2,000,000] for bodily injury and property damage liability combined. The Sponsor’s required limits may be satisfied through a combination of general liability and umbrella policies of coverage. The commercial general liability insurance policy shall cover liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply to each insured against whom claim is made or suit is brought subject to Sponsor’s limit of liability.
- **A title report** reflecting all existing liens, encumbrances, taxes owed, easements, covenants or any other restrictions on the real property upon which the Project is to be constructed or operated. If Sponsor’s interest in the real property upon which the Project is to be constructed or operated is a leasehold, then Sponsor shall provide a current title report for the leasehold interest and the fee interest. For tribal trust land, Sponsor shall provide a certified Title Status Report (“TSR”) from the U.S. Department of the Interior Bureau of Indian Affairs (“BIA”) or an attorney’s opinion regarding chain of title and current title status. (*PFA 4.1.8*) (*Not required for Pre-Development Projects*)
- Copy of building permit receipt and notice of exemption filed
- Certification of project construction is 50% complete.
- Receipt of certificate of occupancy
- Notice of completion and receipt of unconditional lien releases
- Receipt of business license and certificate of occupancy
- Anticipated expiration date of the agreement & transfer to state oversight

Future Project funding is dependent on successful completion of Deliverables and Certifications of this Task 4. If any of these Deliverables or Certifications are submitted at Task 2, these Deliverables and Certifications are not required to be submitted pursuant to this Task 4, unless otherwise required by Administrator in its sole discretion.

TASK 5: SPONSOR LEGAL REVIEW

Description/Deliverables

Deliverables – All Applicants:

- An authorizing resolution or set of authorizing resolutions that, in Horne’s reasonable determination, materially comports with the Program Requirements. (PFA 4.1.4)
- A signed opinion letter from Sponsor’s legal counsel opining that this Agreement, the Declaration of Restrictions, the Performance Deed of Trust, and the Program Requirements do not conflict with any existing contract, agreement, or other requirement applicable to Sponsor, the property upon which the Project is to be constructed or operated, or the Project, and are otherwise enforceable against Sponsor; and such opinion letter shall be in the form and substance acceptable to Horne and CDSS, in their sole discretion. (PFA 4.1.9)

TASK 6: PFA ATTACHMENTS

Description/Deliverables

Deliverables – All Applicants:

The certifications below will be provided by Administrator:

- Attachment B - Signed Certification Regarding Lobbying and Conflicts of Interest
- Attachment C - Signed CDSS Confidentiality and Information Security
- Attachment D - Signed Sponsor CDSS Certification
- Attachment F - Payment Schedule
- Attachment G (Certification #1) - Related Party & Related Party Transaction Disclosure
- Attachment G (Certification #2) - Legal Review of CA Welfare and Institutions Code §18999.97(l)
- Attachment I1 - Declaration of Restrictions) *(Not required for Pre-Development Projects)*
- Attachment I2 - Declaration of Restrictions for Projects with COSR) *(Not required for Pre-Development Projects)*
- Attachment J1 - Performance Deed of Trust, Security Agreement and Fixture Filing) *(Not required for Pre-Development Projects)*
- Attachment J2 - Performance Deed of Trust, Security Agreement and Fixture Filing for Projects with COSR) *(Not required for Pre-Development Projects)*
- Attachment K – Construction Contract Addendum, *if applicable*
- Attachment L - California Department of Social Services Community Care Expansion Program COSR Agreement
- Recorded Dates in Attachment H – Performance Milestones
 - Match funds, property equity, or in-kind match *(See Task 3)*
 - Declaration of restrictions and performance deed of trust *(Attachment I)*
 - Certification of legal review of ca welfare and institutions code §18999.97(i) *(Attachment J)*
 - Evidence of planning agency review and approval *(Preconstruction Performance Milestone)*
 - Due diligence completed for acquisition. *(Preconstruction Performance Milestone)*
 - Acquisition - close of escrow/declaration of restrictions & performance *(See Task 8)*
 - Delivery of design development drawings 100% complete *(See Task 4)*
 - Delivery of construction drawings for first submittal to building dept *(See Task 4)*
 - Construction contract with construction contract rider *(See Task 9)*
 - Evidence of prevailing wage compliance *(See Attachment G, Certification #2)*
 - Copy of building permit receipt and notice of exemption filed. *(See Task #4)*
 - Evidence of required insurance and notice to proceed. *(See Task #4)*
 - Certification of project construction is 50% complete. *(See Task #4)*
 - Receipt of certificate of occupancy *(See Task #4)*
 - Notice of completion and receipt of unconditional lien releases *(See Task #4)*
 - Receipt of business license and certificate of occupancy *(See Task #4)*
 - Anticipated expiration date of the agreement & transfer to state oversight *(See Task #4) (Preconstruction Performance Milestone)*

○

Post-Contracting The below outlines tasks and deliverables required of CCE grant recipient prior to disbursement of funds.

TASK 7: REQUIREMENT FOR DISBURSEMENT OF PROGRAM FUNDS – ALL APPLICANTS

Description/Deliverables

Deliverables – All Applicants:

- Executed Program Funding Agreement (PFA)
- All documentation necessary to complete draw request.
- Delivery of all items listed in Attachment H required for the disbursements of Program Funds, as applicable. *(PFA 4.2.2) Either documentation is provided or a clear path with dates indicating when these milestones will be met, and respective documents will be submitted.*

TASK 8: REQUIREMENT FOR DISBURSEMENT OF PROGRAM FUNDS – ACQUISITION**Description/Deliverables****Deliverables – Acquisition**

- Purchase and Sale Agreement (mutually executed by buyer and seller) *(PFA 4.3.1)*
- Certified Appraisal Report *(PFA 4.3.2)*
- A commitment from a title insurance company for an ALTA Lenders Title Insurance policy in a form acceptable to Horne in the amount of the Program Funds. The condition of title, the insurer, the liability amount, the form of policy, and the endorsements shall be subject to Horne approval. The policy shall insure that Sponsor holds good and marketable title (fee simple or leasehold) and shall show the Performance Deed of Trust and Declaration of Restrictions in the lien priority approved by Horne and only subject to such title exceptions as are approved by Horne, its designee, or CDSS; *(PFA 4.3.3)*
- Evidence of any additional funds necessary for Sponsor to acquire the property upon which the Project is to be constructed if the Program Funds are not providing the full amount of the acquisition costs; *(PFA 4.3.4)*
- Signed Escrow Instructions *(PFA 4.3.5)*
- If the SOW includes the acquisition of real property, Sponsor shall provide a Phase I Environmental Site Assessment (“ESA”) for the Project, in conformance with ASTM Standard Practice E 1527, evaluating whether the Project is affected by any recognized environmental conditions. If the Phase I ESA discloses evidence of recognized environmental conditions and Sponsor desires to proceed with the Project, Sponsor shall provide Horne with a Phase II report and any additional reports as required by Horne and in a form acceptable to Horne. Sponsor shall also provide an asbestos assessment and a lead-based paint report for Horne’s approval if the Project involves rehabilitation or demolition of existing improvements. Prior to disbursement of Program Funds for real property acquisition, Horne shall require Sponsor to provide evidence to Horne that all recommendations of the Phase I or Phase II ESA have been complied with or shall be complied with prior to commencement of construction. Prior to disbursement of Program Funds for any rehabilitation work, Horne shall require the Sponsor to provide evidence that all asbestos and/or lead-based paint has been abated. *(PFA Article 16)*

TASK 9: REQUIREMENT FOR DISBURSEMENT OF PROGRAM FUNDS – CONSTRUCTION

Description/Deliverables

Deliverables – Construction

- Plans and specifications for the construction work
- Plans and specifications for the construction work approved by Horne (PFA 4.4.1)
- An executed construction contract, based on a permitted set of construction plans with a licensed general contractor for an amount consistent with the construction costs in the approved Project budget, based on the sources and uses attached hereto as Exhibit A and Exhibit B (as the same may be modified from time to time, with prior notice to Horne, the “Project Budget”) that incorporates the requirements of this Agreement including, but not limited to, the prevailing wage requirements, and contains the Construction Contract Rider in the form attached as Attachment K; (PFA 4.4.2)
- Copies of labor and material bonds and performance bonds for the construction work in an amount equal to one hundred percent (100%) of the cost of construction, naming Horne and CDSS as co-obliges on the bonds; (PFA 4.4.3)
- A written request for Program Funds on a form approved by Horne providing sufficient detail and with sufficient supporting documentation to permit Horne or its designee to confirm that the request is consistent with the terms of this Agreement and the Project Budget accompanied by (a) certification by Sponsor’s architect or project manager that the work for which disbursement is requested has been completed (although Horne reserves the right to inspect or have its designee inspect the Project and make an independent evaluation); (b) invoices and related back-up information and documentation required by Horne evidencing the amounts being requested; and (c) lien releases and/or mechanics lien title insurance endorsements reasonably acceptable to Horne; and (PFA 4.4.4)
- Applicable documents and deliverables described in Attachment H required for the disbursements of Program Funds. (PFA 4.4.5)

TASK 10: REQUIREMENT FOR DISBURSEMENT OF PROGRAM FUNDS – PRE-DEVELOPMENT

Description/Deliverables

Deliverables – Pre-Development

- Completed items applicable to Pre-Development outlined in Pre-Contracting Tasks 1-6
- Completed items outlined in Post-Contracting Task 7

TOTAL: \$13,055,140

**TOTAL FUNDING AMOUNT = PROGRAM FUNDS +
CASH MATCH**

\$13,055,140

SCHEDULE 1
[PROJECT BUDGET ATTACHED]

Applicant Instructions:

Please review the Budget Narrative and Glossary of Terms for any clarifications.

Please fill in yellow highlighted cells with as much accurate detail as possible. This budget is the basis of your funding.

Please seek & include professional development team estimates & actual bids with as much accurate detail as possible.

Please include Prevailing Wage labor costs for all relevant trades.

CCE APPLICANT INFORMATION

Applicant Name and Contact Information	San Bernardino County, Lead Authorized Representative:		
County or Tribal Nation	San Bernardino		
Organization Name:	San Bernardino County		
Name of Proposed Project:	Substance Use Disorder Comprehensive Treatment Campus		
Projected Start Date:	3/30/2022		
Contact Name, Email & Phone:	Jennifer Alsina, jennifer.alsina@dbh.sbcounty.gov, 909-388-0805		
Assessor Parcel Number (APN)	3105-191-11-0000		
Assessor Parcel Number (APN)			

CCE GRANT FULL BUDGET INFORMATION

Project Development Costs by Phase

	Funded by Grant	Funded by Match	Total Costs
FEASIBILITY/DUE DILIGENCE			
Owner Administration (10% autofill)	\$8,327		\$8,327
Legal			\$0
Architect	\$36,675	\$4,025	\$40,700
Consultants (Specify)			\$0
Engineers	\$19,424	\$2,500	\$21,924
Construction Manager/Owner's Rep	\$27,167	\$3,000	\$30,167
SIR (Site Investigation Report)			\$0
Site Surveys (soils & enviro)			\$0
Other Feasibility / Due Diligence Costs			\$0
Other Feasibility / Due Diligence Costs			\$0
Contingency (10% autofill)	\$9,159		\$9,159
Total Feasibility Costs	\$100,752	\$9,525	\$110,277
PRE-DEVELOPMENT - (CCE ONLY)			
Owner Administration (10% autofill)	\$8,327		\$8,327
Legal		\$12,684	\$12,684
Architect (Schematic Design)	\$36,675	\$4,025	\$40,700
Construction Manager/Owner's Rep			\$0
Civil Engineering	\$19,424	\$10,000	\$29,424
MEP Engineers	\$27,167	\$30,000	\$57,167
Consultants (Specify)			\$0
Consultants (Specify)			\$0
Project Management, Contract Administration & Labor Compliance, Other		\$357,845	\$357,845
Design Contingency		\$50,000	\$50,000
Design and Engineering		\$515,256	\$515,256
Design Allowances		\$96,254	\$96,254
Contingency (20% autofill)	\$18,319		\$18,319
Total Pre-Development Costs	\$109,911	\$1,076,064	\$1,185,975
DEVELOPMENT PLANNING			
Owner Administration (10% autofill)	\$58,473		\$58,473
Legal	\$6,075	\$675	\$6,750
Architect (DD and CD's)	\$330,076	\$100,000	\$430,076
Construction Manager/Owner's Rep	\$54,333	\$6,000	\$60,333
Civil Engineer	\$42,108	\$25,000	\$67,108
MEP Engineer	\$110,025	\$30,744	\$140,769
Structural Engineer	\$42,108	\$20,000	\$62,108
Consultants (Specify)			\$0
Consultants (Specify)			\$0
Consultants (Specify)			\$0
Other Dev Planning Costs (Specify)			\$0
Other Dev Planning Costs (Specify)			\$0
Other Dev Planning Costs (Specify)			\$0
Contingency (20% autofill)	\$128,640		\$128,640
Total Development Planning Costs	\$771,837	\$182,419	\$954,256
LAND COSTS/ACQUISITION			
Owner Administration (2% autofill)	\$0		\$0
Land Cost or Value			\$0
Demolition			\$0
Legal			\$0

Broker Fee			\$0
Appraisal Fee			\$0
Construction Manager			\$0
Closing Costs			\$0
Land Lease Rent Prepayment			\$0
Other Acquisition Costs (Specify)			\$0
Contingency (5% autofill)	\$0		\$0
Total Land Costs	\$0	\$0	\$0
Existing Improvements Value (for Match)			\$0
Off-Site Improvements			\$0
Total Acquisition Costs	\$0	\$0	\$0
REHABILITATION			
Owner Administration (5% autofill)	\$0		\$0
Legal			\$0
Construction Manager/Owner's Rep			\$0
Physical Needs Assessment (PNA)			\$0
Site Work (Materials and Labor)			\$0
Structures (Materials and Labor)			\$0
General Requirements/Requirements			\$0
Contractor Overhead			\$0
Contractor Profit			\$0
Prevailing Wages Administration			\$0
General Liability Insurance			\$0
Relocation Costs			\$0
Project Inspection			\$0
Signage and Marketing			\$0
Furniture/Fixtures/Equipment (FFE)			\$0
Urban Greening			\$0
Other Rehabilitation: (Specify)			\$0
Other Rehabilitation: (Specify)			\$0
Other Rehabilitation: (Specify)			\$0
Owner's Contingency (20% autofill)	\$0		\$0
Total Rehabilitation Costs	\$0	\$0	\$0
NEW CONSTRUCTION			
Owner Administration (5% autofill)	\$351,710		\$351,710
Legal	\$27,000	\$0	\$27,000
Construction Manager/Owner's Rep	\$264,121	\$0	\$264,121
Site Work (Materials and Labor)	\$662,526	\$600,000	\$1,262,526
Hard Costs (Materials and Labor)	\$4,814,282	\$672,094	\$5,486,376
General Conditions/Requirements	\$575,698		\$575,698
Contractor Profit	\$311,947		\$311,947
Prevailing Wages Administration	\$0		\$0
General Liability Insurance	\$21,056		\$21,056
Project Inspection	\$77,400		\$77,400
FFE (Furniture/Fixtures/Equipment)	\$280,171		\$280,171
Signage & Marketing			\$0
Urban Greening			\$0
Other New Construction: (Specify)			\$0
Other New Construction: (Specify)			\$0
Other New Construction: (Specify)			\$0
Other New Construction: (Specify)			\$0
Other New Construction: (Specify)			\$0
Owner's Contingency (20% autofill)	\$1,477,182		\$1,477,182
Total New Construction Costs	\$8,863,093	\$1,272,094	\$10,135,187
CONSTRUCTION PERMITS & FEES			
Owner Administration (10% autofill)	\$20,461		\$20,461
Bond Premium or Subcontractor Default Insurance (SDI)	\$140,658		\$140,658
Builders Risk Insurance	\$18,951		\$18,951
Title and Recording			\$0
Permit Fees			\$0
Local Development Impact Fees			\$0
Employment Reporting			\$0
Other Const. Permits & Fees (Specify)	\$45,000		\$45,000
Other Const. Permits & Fees (Specify)			\$0
Other Const. Permits & Fees (Specify)			\$0
Owner's Contingency (10% autofill)	\$22,507		\$22,507
Total Construction Permits & Fees	\$247,577	\$0	\$247,577
RESERVES			
Operating Reserves (Rehabilitation)			\$0

Transition Reserves (Move-in)			\$0
COSR Funds			\$0
Total Reserves Amount	\$0	\$0	\$0
OTHER PROJECT COSTS			
Post Construction Commissioning			\$0
Marketing/PR/Communications			\$0
Move-In fees			\$0
Accounting/Reimbursable			\$0
Other Costs: (Specify)			\$0
Other Costs: (Specify)			\$0
Other Costs: (Specify)			\$0
Other Costs: (Specify)			\$0
Owner's Contingency (10% autofill)	\$0		\$0
Total Other Project Costs	\$0	\$0	\$0
DEVELOPER COSTS			
Developer Overhead			\$0
Consultants/Processing Agents			\$0
Project Administration			\$0
Other Developer Costs: (Specify)			\$0
Total Developer Costs	\$0	\$0	\$0
Developer Fee (5% autofill)	\$421,868		\$421,868
TOTAL PROJECT COSTS	\$10,515,038	\$2,540,102	\$13,055,140

	\$	% of Total	
Total Development Costs (Match Basis)	\$8,437,364		<i>Excludes Contingency & Developer Fee</i>
Match \$ Amount & % of Total Development Costs	\$2,540,102	30.11%	<i>Excludes Contingency & Developer Fee</i>
Total Contingency	\$1,655,806	13.11%	<i>% of Total Project Cost minus Developer Fee</i>
Total Reserves	\$0	0.00%	<i>% of Total Project Cost minus Developer Fee</i>
Total Administration	\$447,297	3.54%	<i>% of Total Project Cost minus Developer Fee</i>

Attachment F: Payment Schedule

Payment schedule: No more than once per month, Sponsor shall submit a complete draw request to Horne, or its designee, in a form determined by Horne for a specific amount of funds confirmed by specific invoices and supporting documents for actual work completed. Horne shall disburse Program Funds to Sponsor or directly to its vendors within thirty (30) days of Horne, or its designee's, written approval of Sponsor's complete draw request.

ATTACHMENT G

SPONSOR COMPLIANCE DELIVERY OBLIGATIONS

CERTIFICATION:	RELATED PARTY & RELATED PARTY TRANSACTION DISCLOSURE
CERTIFICATION:	LEGAL REVIEW OF CA WELFARE AND INSTITUTIONS CODE §18999.97(l)

SPONSOR'S CERTIFICATION:

RELATED PARTY & RELATED PARTY TRANSACTION DISCLOSURE

I, Georgina Yoshioka, as an authorized representative of San Bernardino County, a California County ("Sponsor"), hereby certify that:

1. I possess the legal authority to submit this certification on behalf of Sponsor and the information and statements set forth below are, to the best of my knowledge and belief, true and correct.
2. I am providing this information in connection with an application for funding from California Department of Social Services ("CDSS") pursuant to the Community Care Expansion Program for the Substance Use Disorder Comprehensive Treatment Campus, Recovery Residence/Sober Living Homes (RRS) ("Project") and acknowledge that CDSS and its contract manager, Horne LLP ("Horne") are relying on this information in awarding and disbursing Program Funds.
3. Sponsor certifies that it has disclosed to Horne and/or CDSS the composition of Sponsor including any entity, member, manager, partner, or person that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or common control with Sponsor ("Related Party" or "Related Parties").
4. Sponsor certifies that it shall disclose to Horne and/or CDSS, promptly, any change in ownership or control of Sponsor or any merger or acquisition that changes the control of Sponsor. For purposes herein, "control" shall mean any entity that has an ownership interest of greater than twenty percent (20%) in Sponsor, or, has the authority to direct or cause the direction of the affairs or management of Sponsor.
5. Sponsor certifies that it shall disclose to Horne and/or CDSS, promptly, upon the existence or discovery of an actual or potential transaction, agreement, or settlement with a Related Party in connection with the Project ("Related Party Transaction").
6. Sponsor certifies that it shall disclose to Horne and/or CDSS: (1) the nature of the relationship, (2) the nature of the potential or actual transaction, agreement, or settlement, (3) the dollar amounts of any such transaction, agreement, or settlement, (4) the dollar amounts due to or from any Related Party, and (5) documents and any additional information, as may be required by Horne and/or CDSS in their sole discretion.

SIGNATURES ON THE FOLLOWING PAGE

I certify that the above information is true and correct and that Sponsor shall comply with all requirements set forth above, in Sponsor's Certification: Related Party & Related Party Transaction Disclosure as a condition of receiving the Program Funds.

San Bernardino County, a California County

Authorized Signature

Dawn Rowe

Typed Name of Signatory

Chair, Board of Supervisors

Title of Signatory

Date

SPONSOR'S CERTIFICATION:

LEGAL REVIEW OF CA WELFARE AND INSTITUTIONS CODE §18999.97(1)

I, Georgina Yoshioka, as an authorized representative of San Bernardino County, a California County ("Sponsor"), certify that:

1. I possess the legal authority to submit this certification on behalf of Sponsor and the information and statements set forth below are, to the best of my knowledge and belief, true and correct.
2. I am providing this information in connection with an application for funding from California Department of Social Services ("CDSS") pursuant to the Community Care Expansion Program for the Substance Use Disorder Comprehensive Treatment Campus, Recovery Residence/Sober Living Homes (RRS) ("Project") and acknowledge that CDSS and its contract manager, Horne LLP ("Horne") are relying on this information in awarding and disbursing Program Funds.
3. Sponsor certifies that it has had the opportunity to seek advice from legal counsel as to its rights and responsibilities regarding California Welfare and Institutions Code §18999.97(1) set forth below:

Any project that receives funds pursuant to this section shall be deemed consistent and in conformity with any applicable local plan, standard, or requirement, and any applicable coastal plan, local or otherwise, shall be allowed as a permitted use, within the zone in which the structure is located, shall not be subject to a conditional use permit, discretionary permit, or any other discretionary reviews or approvals, and shall be deemed as a ministerial action under Section 15268 of Title 14 of the California Code of Regulations.

SIGNATURES ON THE FOLLOWING PAGE

I certify under penalty of perjury that the above information is true and correct and that Sponsor has read and understands the terms of this certification and shall comply with all requirements set forth above in Sponsor's Certification: Legal Review of CA Welfare and Institutions Code §18999.97(1) as a condition of receiving the Program Funds.

San Bernardino County, a California County

Authorized Signature

Dawn Rowe

Typed Name of Signatory

Chair, Board of Supervisors

Title of Signatory

Date

ATTACHMENT H - PERFORMANCE MILESTONES

Name of Organization:
San Bernardino County

Person completing form:
Georgina Yoshioka

These Performance Milestones are the basis for your Project's Payment Schedule so that Program Funds are timely obligated and expended.

ESTIMATED MILESTONES

Preconstruction/Acquisition, Construction, Move-in

PHASE	MILESTONE	COMPLETION DATE: Not To Exceed
Preconstruction	MATCH FUNDS, PROPERTY EQUITY, OR IN-KIND MATCH	Project specific or N/A
Preconstruction	DECLARATION OF RESTRICTIONS AND PERFORMANCE DEED OF TRUST	
Preconstruction	CERTIFICATION OF LEGAL REVIEW OF CA WELFARE AND INSTITUTIONS CODE §18999.97(I)	
Preconstruction	EVIDENCE OF PLANNING AGENCY REVIEW AND APPROVAL	
Preconstruction	DUE DILIGENCE COMPLETED FOR ACQUISITION	
Acquisition	ACQUISITION - CLOSE OF ESCROW/DECLARATION OF RESTRICTIONS & PERFORMANCE	
Preconstruction	DELIVERY OF DESIGN DEVELOPMENT DRAWINGS 100% COMPLETE	
Preconstruction	DELIVERY OF CONSTRUCTION DRAWINGS FOR FIRST SUBMITTAL TO BUILDING DEPT	
Preconstruction	CONSTRUCTION CONTRACT WITH CONSTRUCTION CONTRACT RIDER	
Preconstruction	EVIDENCE OF PREVAILING WAGE COMPLIANCE	
Preconstruction	COPY OF BUILDING PERMIT RECEIPT AND NOTICE OF EXEMPTION FILED	
Construction	EVIDENCE OF REQUIRED INSURANCE AND NOTICE TO PROCEED	Completion before [December 2027]
Construction	CERTIFICATION OF PROJECT CONSTRUCTION IS 50% COMPLETE	
Construction	RECEIPT OF CERTIFICATE OF OCCUPANCY	
Move-In	NOTICE OF COMPLETION AND RECEIPT OF UNCONDITIONAL LIEN RELEASES	Completion before [December 2027]
Move-In	RECEIPT OF BUSINESS LICENSE AND CERTIFICATE OF OCCUPANCY	
CLOSE OUT	ANTICIPATED EXPIRATION DATE OF THE AGREEMENT & TRANSFER TO STATE OVERSIGHT	Project specific, N/A [December 2027]

EXHIBIT O

CCE CONSTRUCTION CONTRACT ADDENDUM

CONSTRUCTION CONTRACT ADDENDUM

This Construction Contract Addendum is made this 4th day of November, 2025, by and between San Bernardino County, a California County (“**Owner**”), and Snyder Langston. LLC (“**Contractor**”).

RECITALS

A. The Owner and Horne LLP (“**Horne**”), acting as program administrator for the California Department of Social Services (“**CDSS**”) have entered into that certain Program Funding Agreement dated November 4, 2025 (“**Agreement**”), pursuant to which Owner was allocated funds pursuant to the Community Care Expansion Program (“**Program Funds**”) for the purposes of developing the Project.

B. Owner and Contractor have entered into a construction agreement dated November 4, 2025 under which Contractor has agreed to undertake construction work on the Project (the “**Contract**”).

C. Owner and Contractor wish to modify and add to the terms of the Contract as set forth in this Addendum, and Contractor agrees to be bound by the following provisions in the construction of said Project, in order to provide for certain terms required by Horne as a condition of providing the Program Funds for the Project. It is a condition to Horne providing the Program Funds that the Contractor agrees to be bound by the terms hereof.

NOW, THEREFORE, Owner and Contractor hereby agree as follows:

1. **OWNER’S OBLIGATIONS.** Owner agrees that any obligation imposed on Contractor by this Addendum does not waive, diminish, or alter any of Owner’s obligations to Horne under the Agreement, and that the obligations of Contractor to Horne contained herein are in addition to those obligations of Owner to Horne or CDSS contained in the Agreement. Owner shall be solely responsible for satisfying its obligations to Contractor under the Contract.

2. **CONSENT TO ASSIGNMENT OF DEVELOPMENT RIGHTS.** Contractor consents to the assignment of its Contract with Owner to Horne, upon demand by Horne, and to any subsequent assignment of the Contract by Horne at the election of Horne. Contractor agrees that if there is a breach of the Agreement or any other Event of Default (as the term may be defined in the Agreement), Horne may elect to enforce the assignment and take over the Contract. Contractor agrees to continue to perform its obligations under the Contract and this Addendum for the benefit and account of Horne in the same manner as if performed for the benefit and account of Owner in the absence of the assignment at no additional cost to Horne, as long as Contractor continues to receive the compensation called for under the Contract. Contractor agrees that Horne shall not have any obligation under the Contract until Horne notifies it in writing of Horne’s election to accept the assignment.

3. **ASSIGNMENT OF SUBCONTRACTS.** Contractor hereby consents to the assignment to Horne of all its interest in all subcontracts and agreements now or hereafter entered into by Contractor for performance of any part of the construction work required to be performed under the Contract, upon demand by Horne, and to any subsequent assignment, by Horne, at the election of Horne. The assignment will be effective upon acceptance by Horne in writing and only as to those subcontracts and agreements, which Horne designates in writing. Horne may accept said assignment at any time during the course of the construction work required to be performed under the Contract and prior to final completion of construction work required to be performed under the Contract in the event of an assignment to Horne, suspension, or termination of Contractor's rights under the Contract. Such assignment is part of the consideration to Owner for entering into the Contract with Contractor and may not be withdrawn prior to final completion of construction work required to be performed under the Contract. Contractor agrees that any subcontract entered by and between Contractor and a subcontractor in connection with the Contract or performance of the construction work required to be performed under the Contract shall expressly provide that such subcontract shall be assignable to Horne and that Horne subsequently may assign such subcontract.

4. **COMMENCEMENT AND COMPLETION OF CONSTRUCTION.** Contractor must begin construction of the Project by the date set for the commencement of construction in the Agreement. Contractor must diligently prosecute construction of the Project to completion and must complete construction of the Project by the completion date set forth in the Agreement. Incorporated herein are the Statement of Work, Performance Milestones and Payment Schedule from the Agreement.

5. **CONSTRUCTION BONDS.** Upon execution of the Contract and prior to commencement of construction, unless otherwise approved by Horne, or CDSS in its sole discretion, Contractor must obtain a labor and material (payment) bond and a performance bond, or a dual bond which covers both payment and performance obligations, with respect to the construction of the Project in a penal sum each of not less than one hundred percent (100%) of the scheduled cost of construction. Such bonds must be issued by a company which is authorized to transact surety insurance in California and which has assets exceeding its liabilities in an amount equal to or in excess of the bond amount. The bonds must name Horne and CDSS as obligees. Owner shall provide to Horne a copy of any and all such payment and performance bonds prior to commencement of construction of the construction work required to be performed under the Contract.

6. **CONTRACT WORK.** Contractor warrants and represents that it is licensed or otherwise authorized to perform the construction work specified in the Contract in the State of California. All construction work must be performed by persons or entities licensed or otherwise authorized to perform the applicable construction work in the State of California. Contractor shall insert similar provisions in all subcontracts for work for the Project.

7. **QUALITY OF WORK.** Contractor must construct the Project in conformance with the plans and specifications and any modifications thereto approved by Horne. Contractor must construct the Project according to general industry standards and shall employ building materials of a quality suitable for the requirements of the Project and conforming to general

industry standards. Contractor must construct the Project in full conformance with applicable local, state, and federal statutes, regulations, and building and housing codes.

The parties acknowledge that Horne and CDSS are under no duty to review the Plans and Specifications or to inspect construction of the Project. Any review or inspection undertaken by Horne or CDSS of the Project is solely for the purpose of determining whether Owner and Contractor are properly discharging their obligations, and should not be relied upon by Owner, Contractor, or any third parties as a warranty or representation by Horne or CDSS as to the quality of the design or construction of the Project.

8. **ADDITIONS OR CHANGES IN WORK.** Horne must be notified no later than thirty (30) days of the execution of a change order by and between Owner and Contractor, of any changes in the work required to be performed under the Contract or this Addendum, including any substantial additions, changes, or deletions to the approved Plans and Specifications, which exceeds Twenty-Five Thousand Dollars (\$25,000). Contractor shall not allow subcontractors to mark-up any change order by more than fifteen percent (15%). Contractor shall provide Horne and Owner with an updated budget and schedule prior to the commencement of construction at the Project and at fifty percent (50%) completion of the Project showing all changes from the budget and schedule prepared prior to the issuance of the notice to proceed to Contractor.

9. **SITE INSPECTIONS.** Contractor shall permit and facilitate in person and remote observation and inspection of work at the job site by Horne and CDSS and their agents and by public authorities during reasonable business hours.

10. **AUDITS.** Contractor must make available for examination at reasonable intervals and during normal business hours to Horne and CDSS's representatives all books, accounts, reports, files, and other papers or property with respect to all matters covered by the Contract and this Addendum, and must permit these representatives to audit, examine, and make copies, excerpts, or transcripts from such records.

11. **NO DISCRIMINATION.** Contractor may not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, sexual preference, national origin, AIDS or AIDS-related conditions, involvement in the justice system, or disability in any phase of employment during construction. Contractor agrees to post in conspicuous places available to all employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

12. **PREVAILING WAGES.** All workers performing construction work for the Project employed by Contractor and by any of its subcontractors must be compensated in an amount no less than the general prevailing rate of per diem wages as determined by the California Department of Industrial Relations under California Labor Code Sections 1770, et seq., and implementing rules and regulations. Contractor must comply with, and must ensure that its subcontractors comply with, all reporting and recordkeeping requirements of the applicable prevailing wage statutes and regulations.

In the event of underpayment of wages by Contractor or by any subcontractor employed on the Project, Horne, in addition to other rights and remedies afforded by this Agreement, may:

(1) demand that any underpaying employer comply with these requirements; (2) demand that the underpaying employer pay the difference between the prevailing wage rate and the amount actually paid to workers; (3) withhold and/or pay any Program Funds as necessary to compensate workers the full wages required under this Agreement; and/or (4) pursue any lawful administrative or court remedy to enforce these requirements against the underpaying employer. Any underpaying employer shall comply with a demand to pay any amounts due under this section within ten calendar days of the demand.

Contractor must include the prevailing wage requirement in all subcontracts for work on this Project and must specify that Horne and CDSS are intended third party beneficiary of such provisions. Contractor must take reasonable measures to monitor and enforce the prevailing wage requirements imposed on its subcontractors, including withholding payments to those subcontractors who violate these requirements. In the event that Contractor fails to take the above measures, Contractor shall be liable for the full amount of any underpayment of wages, plus costs and attorneys' fees, as if Contractor was the actual employer.

13. **INSURANCE COVERAGE.** Contractor must have in full force and effect during the complete course of construction of the Project, insurance, providing coverage in the types and amounts set forth below:

13.1 Worker's compensation insurance as required by the State of California.

13.2 Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.

13.3 Commercial general liability insurance of not less than \$1,000,000 per occurrence with an annual aggregate limit of \$5,000,000 for bodily injury and property damage liability combined. Such insurance can be provided pursuant to an umbrella policy. The commercial general liability insurance policy shall cover liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply to each insured against whom claim is made or suit is brought subject to the Sponsor's limit of liability.

14. **NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS.** No member, official, employee, or agent of Horne or CDSS shall be personally liable to Contractor for any obligation created under the terms of the Contract or this Addendum except in the case of actual fraud or willful misconduct by such person.

15. **INDEMNITY.** Notwithstanding the insurance requirements herein, Contractor hereby indemnifies, defends and holds, Horne and CDSS and their respective members, officers, officials, employees, and agents (collectively, the "Indemnified Parties"), harmless against any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including attorneys' fees) which an Indemnified Party may incur as a consequence of Contractor's failure to perform any obligations as and when required by the Contract or this

Addendum, any act or omission by Contractor or its subcontractors with respect to the Project, or any failure of any of Contractor's representations or warranties to be true and complete, except to the extent such losses are caused by the negligence or willful misconduct of the Indemnified Party. Contractor shall pay immediately upon the Indemnified Party's demand any amounts owing under this indemnity. The duty of Contractor to indemnify includes the duty to defend the Indemnified Party in any court action, administrative action, or other proceeding brought by any third party arising from the Project. Contractor's duty to indemnify the Indemnified Party shall survive the term of the Contract.

16. **HAZARDOUS MATERIALS.** Neither Contractor nor any of its subcontractors may use the real property upon which the Project is to be constructed (the "Project Property") or allow the Project Property to be used for the generation, manufacture, storage, disposal, or release of Hazardous Materials. Contractor shall immediately notify Horne and Owner in writing of: (a) the discovery of any concentration or amount of Hazardous Materials on or under the Project Property requiring notice to be given to any governmental agency under Hazardous Materials Laws; (b) any knowledge by Contractor that the Project Property does not comply with any Hazardous Materials Laws; (c) the receipt by Contractor of written notice of any Hazardous Materials claims; and (d) the discovery by Contractor of any occurrence or condition on the Project Property or on any real property located within 2,000 feet of the Project Property that could cause the Project Property to be designated as a "hazardous waste property".

17. **NOTICES; NOTICE OF DEFAULT TO HORNE.** If at any time after the execution of the Contract it shall become necessary or convenient for Contractor to serve any notice, demand, or communication upon Horne, such notice, demand or communication shall be in writing provided in accordance with the notice requirements of the Agreement. Contractor shall give Horne prior or concurrent written notice of any default or breach claimed by Contractor against Owner or any other party under the Contract. The notice shall describe the default and give Horne the option to cure said default within 30 calendar days. No termination of the Contract by Contractor shall be binding unless Horne has been given the required notice and has not cured the default within thirty (30) calendar days.

18. **REMEDIES.** The parties hereto agree that Horne, while not a party to the Contract, is an intended third party beneficiary of the obligations imposed on Contractor in this Addendum. In the event of any breach or violation of any agreement or obligation of Contractor under the Contract or this Addendum, Horne may proceed with any of the following remedies:

18.1 Bring an action in equitable relief seeking the specific performance by Contractor of the terms and conditions of the Contract or this Addendum, and/or enjoining, abating, or preventing any violation of said terms and conditions;

18.2 Order immediate stoppage of construction and demand that any condition leading to the default be corrected before construction may continue;

18.3 Enter the Project Property and take any actions necessary in its judgment to complete construction of the Project as permitted under the assignment of development rights;

18.4 Suspend disbursement of Program Funds for the Project until the breach or violation is corrected, or, if Owner had any concurrent obligation to perform on or ensure performance on the breached obligation, cancel the Program Funds commitment made to Owner and terminate Horne's obligation to disburse Program Funds to Owner;

18.5 Terminate the Contract; or

18.6 Pursue any other remedy allowed at law or in equity.

19. **GOVERNING LAW.** This Addendum shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

20. **DEFINITIONS.** Capitalized terms not defined in this Addendum shall have the same meaning as defined in the Agreement.

21. **ATTORNEYS' FEES AND COSTS.** In the event any legal action is commenced to interpret or to enforce the terms of this Addendum, the prevailing party in any such action shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

22. **TIME.** Time is of the essence in the performance of this Addendum by Contractor.

23. **CONSENTS AND APPROVALS.** Any consent or approval required under this Addendum shall not be unreasonably withheld, delayed, or conditioned.

24. **BINDING UPON SUCCESSORS.** All provisions of this Addendum shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of each of the parties; provided, however, that this section does not waive the prohibition on assignment of this Addendum by Contractor without Horne's consent.

25. **RELATIONSHIP OF CONTRACTOR AND Horne.** Contractor understands that neither Horne nor CDSS undertakes or assumes any responsibility or duty to Contractor or to any third party. The relationship of Contractor and Horne/CDSS for this Project shall not be construed as a joint venture, equity venture, or partnership. Horne shall have no obligation to any party under the Contract but is an intended third party beneficiary of the obligations under this Addendum. Contractor shall have no authority to act as an agent of Horne or CDSS or to bind Horne or CDSS to any obligation.

26. **ASSIGNMENT.** Contractor may not assign any of its interests under the Contract or the Addendum to any other party, except with the prior written consent of Horne. Any unauthorized assignment shall be void.

27. **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to this Addendum must be in writing and shall be made only if executed by Owner and Contractor and consented to in writing by Horne.

28. **SEVERABILITY.** Every provision of this Addendum is intended to be severable. If any provision of this Addendum is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

29. **ADDENDUM CONTROLS.** In the event that any provisions of this Addendum and the Contract conflict, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the undersigned parties have executed this Construction Contract Addendum as of the date first written above.

“CONTRACTOR”

By: Lee Watkins

Title: President and Chief Operating Officer

San Bernardino County, a California County **“OWNER”**

By: _____

Title: _____

EXHIBIT P

RATE SHEET AND BASIS OF DESIGN

**Exhibit P – Rate Sheet and Basis of Design
SB DBH Comprehensive Treatment Campus
Design-Build Agreement**

**SNYDER LANGSTON
STAFF FIXED LABOR RATES PER HOUR
EFFECTIVE 9/1/24**

	EFFECTIVE FROM 9/1/24 TO 8/31/25	FROM 9/1/25 TO 8/31/26	FROM 9/1/26 TO 8/31/27
PRINCIPAL	309.00	324.00	340.00
SR VICE PRESIDENT	279.00	293.00	308.00
VICE PRESIDENT	262.50	276.00	290.00
PROJECT EXEC	238.35	250.00	263.00
PROJECT DIRECTOR	223.65	235.00	247.00
SR PROJECT MANAGER	194.00	204.00	214.00
PROJECT MANAGER	172.20	181.00	190.00
ASST PROJECT MANAGER	134.40	141.00	148.00
SENIOR PROJECT ENGINEER	118.65	125.00	131.00
BIM COORDINATOR	146.00	153.00	161.00
PROJECT ENGINEER	91.35	96.00	101.00
GENERAL SUPERINTENDENT	223.65	235.00	247.00
SENIOR SUPERINTENDENT	203.70	214.00	225.00
SUPERINTENDENT	172.20	181.00	190.00
ASSISTANT SUPERINTENDENT	118.65	125.00	131.00
CHIEF ESTIMATOR	279.00	293.00	308.00
SENIOR ESTIMATOR	203.70	214.00	225.00
ESTIMATOR	167.00	175.00	184.00
SCHEDULER - KG	196.00	206.00	216.00
SAFETY MANAGER	184.80	194.00	204.00
PROJECT COORDINATOR	95.55	100.00	105.00
PROJECT ACCOUNTANT	109.20	115.00	121.00
CLERK/INTERN	75.60	79.00	83.00

EQUIPMENT:

COMPUTERS - FULL TIME

\$1,000 PER MONTH

DESIGN GUIDELINES

This document has been prepared to supplement the winning proposal and further establish the scope and level of quality upon which the project will be based. This document is also intended to aid in the preparation of cost estimates and the selection of materials.

Section A - Project Description

A new campus, housing residential and behavioral treatment settings, for San Bernardino County in Victorville, California.

1. The campus will support both Adult and Youth populations, as follows:
 - a. Adult Population:
 - 1) Withdrawal Management - 24 beds.
 - 2) Substance Use Disorder Treatment - 36 beds.
 - 3) Residences and Withdrawal Management - 52 beds.
 - 4) Outpatient Facility.
 - b. Youth Population:
 - 1) Psychiatric Residential Treatment- 16 beds.
 - 2) Substance Use Disorder Treatment - 16 beds.
 - 3) Wellness Center.

Section B - Location

The site is approximately 9.5 Acres located at 13333 Palmdale Road, Victorville, California 92392.

Section C - Scope of Work

Design of a new campus consisting of seven (7) single-level, Type V construction, buildings with associated infrastructure, site improvements, and landscaping on 9.5 acre campus.

Section D – Civil Site – (Divisions 2, 31, 32, and 33)

1. GENERAL

The civil scope for the San Bernardino County Behavioral Health Facility in Victorville includes the construction of seven (7) separate buildings, a temporary access road, two permanent access driveways, multiple drop-off/delivery driveways, storm water management areas, and campus yard spaces within the property currently used by the County DBH Support Services.

The utilities that need to be extended to the project site to serve the new portions of the behavioral health facility, include storm drainage, sanitary sewer, domestic water, fire water, telecommunication and electrical utilities.

2. DEMOLITION AND SITE PREPARATION

Demolition of portions of the existing asphalt pavement road along Cobalt Road will be required for utility and driveway connections. The existing behavioral health facility is to remain. Multiple power poles and below grade utilities are expected between the existing facility and Cobalt Road. Power utilities currently exist as overhead utility lines between Cobalt Road and the existing campus. The proposed developed area is located over various impromptu gravel roads which will require demolition and rehabilitation as conflicts occur within the site plan. Removal of miscellaneous debris is also anticipated due to the previous site uses and existing conditions.

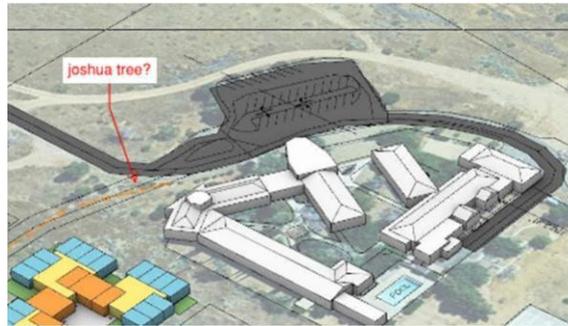
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The site is located within the mapped Joshua Tree habitat area, with 9 (8 living) Joshua trees located within the county parcel. Based on surveys by Terracon, exclusion fencing to protect trees will be required near the roadway connection to the North of the existing complex. Investigation for additional species of concern is possible however, an environmental analysis of the site prepared by the County concluded there were no biological sensitivities related to: Burrowing Owl, Desert Tortoise and Mohave Ground Squirrels.



3. SITE PLAN

The project site is mostly vacant of permanent structures. The layout of the building and roadways are bound by the existing Cobalt Road to the West, private properties to the North and South, and the existing behavioral health complex to the East. This existing behavioral health campus is required to remain operational during construction. For bidding purposes, the asphalt driveway and the associated perimeter fence line are to be protected in place for the existing facility. The project is not to create improvements for or on the existing complex, although connection to the existing complex road is anticipated along the Northern area of the project site.

There is an existing water well Southwest of the proposed site. This well is accessed from the property and grading/roadway improvements should be anticipated to maintain access to the well site. The shoulder of Cobalt Road is unimproved and streetside/frontage improvements such as arid landscaping, curb/gutter and sidewalks are anticipated to be required along the frontage. The site is relatively flat, with a gentle slope varying from 1.5-3% in the South-North direction, while staying relatively flat in the West-East direction.

The project can currently be accessed from the West through Colbalt Road and from the North through Palmdale Road, however, the Northern access is through private property and is expected to be gated as part of the proposed work. A minimum of two exits/entries will be required along Cobalt Road to provide secondary means of entry/egress for emergency access. During the construction phase, a temporary fire access road is proposed along the northern corner of the site, off of Colbalt Road, connecting to the existing behavioral health buildings within the parcel. Fire Department access must reach within 150-feet of all parts of the building in accordance with City of Victorville Fire Division.

4. DOMESTIC WATER AND FIRE SPRINKLER

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There is an existing 12-inch PVC water main within Cobalt Road. Per RFI responses from the County the project is anticipated to provide a 12-inch combined domestic and fire water loop within the project site.

In this configuration, public master water meters and backflow assemblies are required at each connection along Cobalt Road, as well as private meters and backflows at each individual building. At this time, it is anticipated that one domestic water and a separate fire-water connection will be required per building.

There are two existing fire hydrants near the project site, across Cobalt Road. These existing fire hydrants service the nearby existing buildings, and are adjacent to, but outside of the primary development area. It is expected that multiple private fire hydrants will be required to maintain the 150-foot hose pull length to all sides of any building. Additionally, Victorville Fire requires hydrants on both sides of developed streets, therefore, it is anticipated that multiple public fire hydrants will be required along the frontage of the project site, along Cobalt Road.

5. IRRIGATION WATER

It is anticipated that a separate irrigation meter will be required for the campus. See Landscape for further information.

6. DRAINAGE & STORMWATER MANAGEMENT

Storm drainage in the existing condition flows overland, over asphalt paved yard surfaces, and into the two culverts on the North side of the site along Palmdale Road. Conveyance is in a channeled concrete culvert on the Eastern crossing and what appears to be a smaller pipe on the Western crossing.

The County requires that drainage designs meet the regional water quality board standards. For this site, that requires that drainage designs treat flow control and water quality.

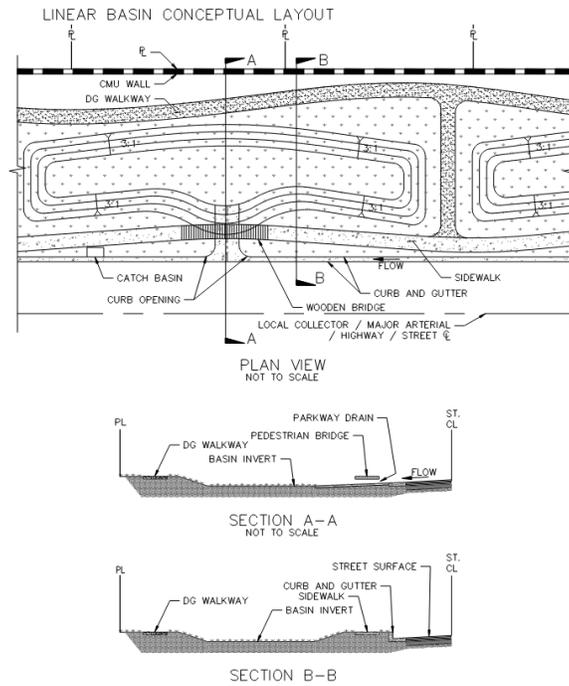
The majority of the project development area is currently impervious, consisting of AC and Portland Cement Concrete (PCC) pavements. We expect that the improvements can drain using surface swales and at grade ditches to various bioretention planters with infiltrating bottoms. The infiltration rate provided in the RFP Geotechnical Report suggested a worst-case assumption of 2" per hour and the size and quantity of bioretention basins was based on this information. The swales will convey the water to existing swales located on the South and East side of the site in addition to the curb along Cobalt Road. Using the Mojave River Watershed Technical Guidance Document, our design capture volume is approximately 14,490 cubicfeet.

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These basins are anticipated to infiltrate water based on the provided initial geotechnical report and appropriate factors of safety as determined by the Orange County Technical Guidance Document. Exact infiltration values may differ and variations of these details could be used to increase infiltration by adding infiltration wells as an example. Cross-sections of these planters are shown below.

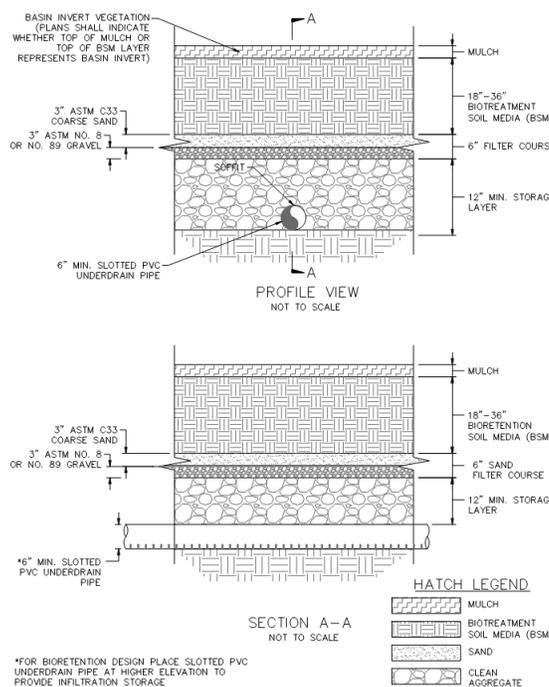
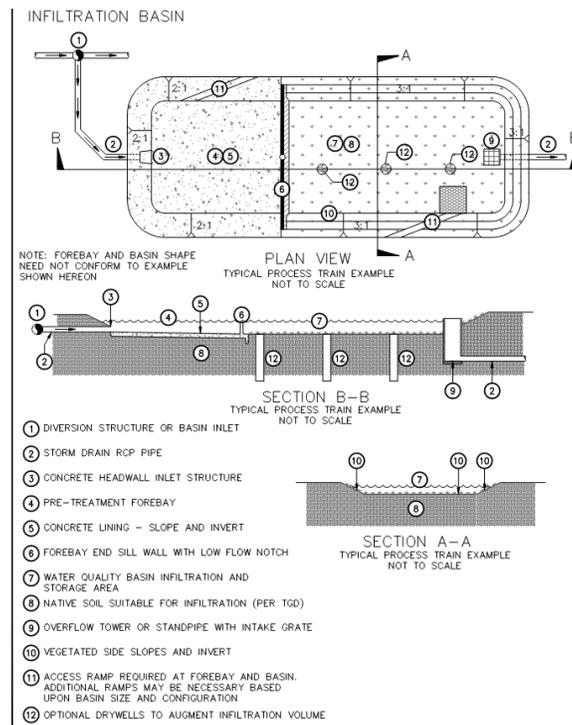


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For most drainage management infrastructure, a setback of 100 feet is required from wells. Note that utilities near the existing well may be required to be piped.

Note that because there is the presence of offsite flow from the South through the existing channels, the channels/swales onsite will need to be maintained or adjusted to allow for the project improvements. Culverts, ditches, and similar improvements will be required along the roadside.

Phase 1 Environmental findings indicate that the site soils are corrosive. Any below grade piping materials will be PVC or, if steel, epoxy coated and wrapped with protected film at a minimum. The use of sacrificial anode materials should be explored if critical infrastructure is placed below grade that is subject to corrosion.

7. SANITARY SEWER

There is an existing sewer that traverses the northern part of the proposed project site from East to West. The size and material of this sewer is currently unknown. It is anticipated that a portion of the site sewage waste will be able to drain to this existing main using tee connections or connections to existing manholes within the site.

Along Cobalt Road there is an existing public 10-inch PVC sewer main that drains towards the north along Cobalt Road. The Southern half of the proposed site will require at a minimum one new service lateral off from Cobalt Road to dispose of the sanitary waste from the proposed facilities within the southern area of the site.

It is expected that the new sanitary sewer main within the southern part of the site could be an 8-inch VCP or PVC utility per observed record plans. Manholes will be required at any location where two buildings join laterals into one main and at every 300-feet.

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Grease interceptors for each commercial kitchen are required. See plumbing plans/narrative for details.

8. GAS

A high-pressure gas main is available along Cobalt Road, west of the project site. At this time it is anticipated that no gas utilities will be required for this project.

9. POWER and COMMUNICATIONS

Electrical and telecommunication infrastructure currently exists as overhead and underground lines. This project anticipates undergrounding a new service from Cobalt Road.

Additionally, there are existing overhead power lines running across the project site in the East-West direction. The project layout has been modified to accommodate a 10-foot offset from both sides of the existing overhead lines. (No buildings are proposed within this 20-foot influence area.). This project presumes the existing overhead utility lines will not be undergrounded.

A new 4000 amp switchgear and transformer are expected to be required and placed on-grade with a duct bank near the existing pole service drop along Cobalt Road. Refer to the electrical and telecom narrative/plans for additional details.

10. EARTHWORK

The project site is located near a developed site. A Stormwater Pollution Prevention Plan (SWPPP) will be required for the project based on the anticipated site size of more than 1 acre of land. Because the site disturbs more than 5,000 square feet of land Stormwater management measures are to be in compliance with Low Impact Development criteria.

Surface drainage will be required to be maintained during construction, along with the import of soils. Unused soils should be placed and spread within the site. Compaction in layers not exceeding 10-inch loose lift thickness will be required with the exception of infiltration and piping areas.

11. PAVEMENTS

The site is anticipated to provide 5-foot minimum wide pedestrian access sidewalks from the existing access road (West side) and privately-owned vehicles (POVs) parking lots to the building entry points. Exact widths will be determined as part of the design progress based on egress and use needs.

Pedestrian pavements and accessible walks are to be provided in standard PCC or asphalt pavement. The Victorville Fire Department allows the use of landscape fire roads when a structural improvement product is used. The design will seek approval of the use of stabilized decomposed granite or similar alternative paving option. Roadway surfaces must be rated to receive truck traffic and an all-weather finish. Various surfaces are acceptable pending approval from the Fire Marshal. Minimum thickness of the surface and base material is listed as 4 inches in Standard A-1 but will be determined as part of the project design and coordinated with the Fire Marshal.

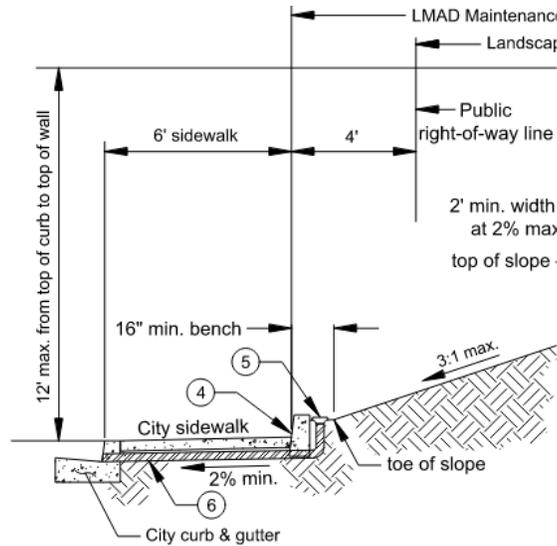
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Below is the City Standard detail H-03 for sidewalk with a thru-curb outlet. Structures or piping to provide connections to planters will be as required to allow for the stormwater LID components to receive and convey water to an area where it can be infiltrated.



12. PARKING & CIRCULATION

Permanent access to the project site will be available through two driveways using existing dedicated turning center lanes within Cobalt Road. A traffic study was completed and approved for development by the City of Victorville.

The requirement and location of potential anticipated hammer head drive aisles is being finalized.

Currently, access to the existing facilities is off of Palmdale Road, north of the project site, within an asphalt (AC) pavement access road. This point of entry to the existing facilities traverses private property North of the County owned parcel. This point of entry may be abandoned at any time, and access to the existing facilities will be exclusively off from Cobalt Road through a proposed fire access lane connecting Cobalt Road to the existing facilities.

At this time, it is assumed that standard City driveway apron details are allowable for the main entrance while the secondary entrance will be constructed as a municipal/commercial driveway entrance.

Driveways and parking lots for POVs to the West of the proposed buildings are to be provided along with parking spaces - pending design coordination of reduced parking stall count. Accessible parking for one vehicle should be anticipated at each building. Stalls will be the standard size of 20-feet in length, and 9-feet in width (min.). A single Van Accessible stall will be required. Drive aisles are to accommodate two-way traffic at 26-feet wide. Drive aisles and parking stalls within the new parking lot require asphalt pavement. A ramp is expected from the POV lot to the building.

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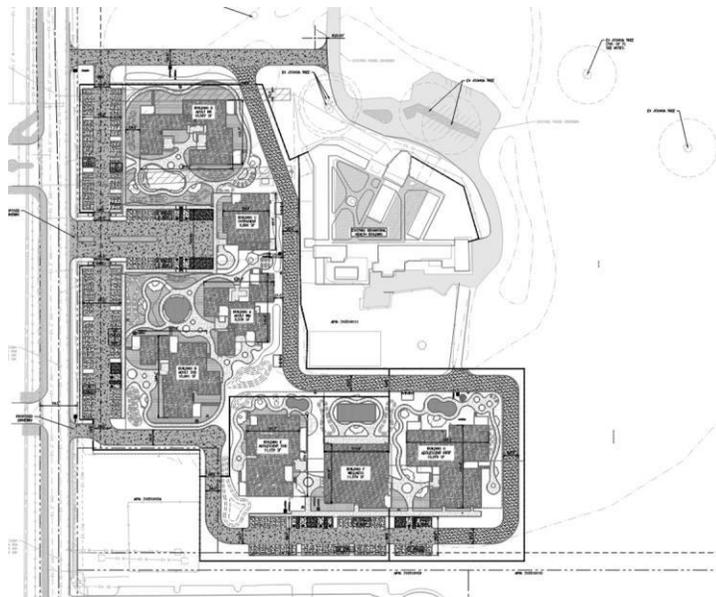
The site is designed to have 150 parking spaces with 25 EV capable spaces provided and 6 EV capable spaces with EVSE provided. This is according to the minimum requirements of section 5.106.5.3.1 of the California Green Building Code.

Per the California Building Code chapter 11B table 11B-228.3.2.1. there is 1 EV ADA standard space provided and 1 EV ADA Van space provided.

13. FIRE DEPARTMENT ACCESS

Access to the project site requires two fire-truck rated points of ingress. The typical two-way traffic road width required is 26-feet, while a one-way traffic road can be reduced to 12-feet per City of Victorville Standard A-1. Inside turning radii shall be a minimum of 19-feet while outside radii shall be between 31-45-feet depending on road configuration per the City of Victorville Fire Standards.

Fire apparatus access must be provided to all points of a building within 150-feet of a hose. Access along the sides of the building is required to be no less than 10-feet and no greater than 30-feet on one side of any building, depending on the geometry and size of the buildings proposed. Refer to the civil site plan shown below for the fire access roads proposed within the project site.



Section E - Applicable Codes and Regulations

The authorities having jurisdiction for the project will be permitted by the City of Victorville OR County and will be required to comply with the following codes and regulations:

1. Building: 2022 California Building Code
2. Accessibility: 2010 ADA Standards for Accessible Design.
3. Electrical: 2022 California Electrical Code
4. Energy: 2023 California Energy Code

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5. Fire/Life Safety: 2023 California Fire Code
6. Mechanical: 2022 California Mechanical Code
7. Plumbing: 2022 California Plumbing Code
8. 2023 California Green Building Standards Code

Building Code Analysis:

A. OCCUPANCY REQUIREMENTS

1. Building use	Mixed use – Residential, Institutional, Office, Assembly and Storage
2. Building classification	R2.1, I-2, B, A-3, S-2
3. Occupancy separation	Not required, with exception of I-2 and R2.1: <ul style="list-style-type: none"> - Group I-2 shall be separated from all other occupancies in accordance with Section 508.4. - Group R-2.1 dwelling units and sleeping units shall be separated from other dwelling or sleeping units and from other occupancies contiguous to them in accordance with the requirements of Section 420
4. Hazardous areas requirements	None required
5. Occupancy calculations (s.f. per occupant)	Office (B): 150 Assembly (A-3): 15 Institutional (I-2) <ul style="list-style-type: none"> - Inpatient treatment: 240 - Outpatient: 100 - Sleeping areas: 120 Residential (R2.1): 200 Storage (S-2): 300
6. Maximum compartment size	5,200 SF for I-2 occupancy in a Type V-A (1-hour rated) building. 2-hour fire wall required with 90 minute doors. Note requirements for penetrations and building envelopw protections.

B. CONSTRUCTION REQUIREMENTS

1. Construction type	V-A
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2. Construction name	1-hour rated wood frame construction
3. Maximum allow stories (height)	I-2 is the most restrictive occupancy – 1 story permitted for Type V-A, for PRTF. All other occupancies allow more than one story for Type V-A.
4. Maximum allow area	I-2: 5,200 SF, area separated (CBC 407.1.1 Exception) R2.1: 42,000 SF (single story, fully sprinklered) A-3: 46,000 SF (single story, fully sprinklered) B: 72,000 SF (single story, fully sprinklered) S-1: (single story, fully sprinklered)
8. Fire resistive ratings	
a. Exterior bearing walls	1 Hour
b. Exterior non-bearing walls	See Table 705.5
c. Exterior doors and windows	Generally no rating anticipated due to distances from adjacent buildings.
d. Interior bearing walls	1 Hour (with exception of PRTF of I-2)
e. Interior non-bearing walls	Non-rated unless otherwise required for separation, use or occupancy.
f. Permanent partitions	
g. Shaft enclosures	1 Hour
h. Floor construction	1 Hour
i. Roof construction assembly	1 hour
j. Structural frame	1 hour
k. Exterior columns	1 hour
l. Interior columns supporting roof other floors	1 hour

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m. Occupancy separation walls	See Table 508.4 I-2 to A, B: 2 hour
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Section G - Site Development (Division 32)

Fences – 6’-0” high chain link

Planting Materials

Trees – 190 total ranging in size from 24” to 48” box sizes

Shrubs – 150,000 SF of planting spaced between 48” o.c. and 96” o.c

Lawn/turf – 7,245 SF

Raised planters – 8 ea

Pots – 0

Accessories: 0

Weed-Control Barriers: Composite fabric

Plastic root barriers

Irrigation

Piping

All piping to be PVC Schedule 40

PVC fittings to be schedule 80: Spears or approved equal

PVC Mainline Solvent: Weld-on - 2711 - Heavy

PVC Lateral Line Solvent: Weld-on - 2721 - Medium

PVC Primer - Weld-on - P-70

Drip - All irrigation will be hard-piped point source irrigation with surface bubblers (Rainbird 1300 A-F Adjustable full circle bubbler or approved equal

Spray – Spray irrigation will be used on the lawn areas only. Spray heads to be Rainbird 1800 Series High Efficiency Spray Heads with HE-VAN Nozzles on 6” risers

Controller – 1 ea ETwater Model 205W Controller Assembly or equal w/ strong box enclosure

Additional components include:

Flow Sensor: ETwater Model IFS200, or approved equal.

Flow Sensing Cable: Paige - P7162D, or approved equal.

Irrigation Wire: Paige - P7079D, or approved equal.

Master Valve: Superior Model 3200 or approved equal - coordinate valve size accordingly.

Battery Controllers: Hunter Model NOD or approved equal.

DC Solenoid: Rainbird Model TBOSPSOL, or approved equal.

Solenoid Adapters: Rainbird Model TBOSADAPB, or approved equal.

Gate Valve: NIBCO Model T113 or approved equal - coordinate valve size accordingly.

Remote Control Valve: Superior Model 950-DW or approved equal - coordinate valve size accordingly.

Ball Valves: NIBCO Model T-580 or approved equal - coordinate valve size accordingly.

Pop-up Gear Driven Rotor: Hunter Model I20-04-SS, or approved equal.

6-inch Pop-up Spray Heads: Rainbird Model 1806, or approved equal

Rotary Spray Nozzles: Rainbird or Hunter.

Valve Boxes: NDS Model 312 BCB (round) or 314 BCB (rectangular) or approved equal.

All lids to be heavy traffic rated.

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Valve Box Lids: Oldcastle Fibrelyte FL12 or approved equal.

Valve ID Tags: Christy, or approved equal

Hardscape

Concrete walkways – 3” thick, un-reinforced natural gray concrete

DG paths with binder and aluminum containment edging – 28,000 sf. Containment edge to be used in key locations near building entries. Walking paths within therapy gardens to be edgeless.

Aluminum Edging or approved equal total length is 4,200 LF

DG mulch – 150,000 SF

Section H - Structural Systems (Divisions 3, 4, 5, and 6)

1. BUILDING STRUCTURAL SYSTEM DESCRIPTIONS

- a. The seven buildings, A-G, are all intended to be single-story wood framed buildings. Off-site fabricated elements are intended to be utilized to all feasible extents, including wood-trussed roof framing elements and even pre-fabricated wall panel systems, such as Simpson Strong Wall, where appropriate. The benefits to the project of utilizing off-site fabricated elements include factory built quality control and quality assurance procedures, cost economies, speed of erection in the field and limited site space is required to store materials on site. Lumber is the leading choice for this scale of buildings due to availability, economy and environmentally friendliness as an ecological renewable resource.
- b. The Gym + Wellness area is intended to be of light frame wood wall construction with 65 ft long span glulam beams at 18'-20' O.C. spanning wall-to-wall to provide a column free space within the gym with a panelized wood deck over. The finished pitch of the roof will simply follow the prefabricated wood trusses. Steel trusses may still be considered as an alternative design. The Community space and ancillary spaces adjacent to the Gym are intended to be conventional wood framed construction similar to the above descriptions.
- c. All foundations are shallow cast-in-place concrete continuous down-turned footings with monolithic concrete slabs-on-grade will be used for all buildings with subgrade fill, pad preparation, and vapor barriers as required as described in the geotechnical report.
- d. The Lateral Force-Resisting Systems are comprised of light-framed 2x member structural wood panels for the light framed wood structures.

2. APPLICATION OF CODE IN DESIGN

- a. The building's design will be based on the 2022 California Building Code (CBC) and reference Codes and Standards noted below.
- b. Codes and Standards
 - 1) 2022 California Building Code (CBC), Title 24
 - 2) 2022 California Administrative Code
 - 3) Minimum Design Loads for Buildings and Other Structures (ASCE/SEI 7-16)
 - 4) Building Code Requirements for Structural Concrete (ACI 318-19)

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- 5) Specification for Structural Steel Buildings (ANSI/AISC 360)
 - 6) Seismic Provisions for Structural Steel Buildings (ANSI/AISC 341)
 - 7) Structural Welding Code - Steel (AWS D1.1-15, D1.3-08, D1.8-16)
 - 8) National Design Specification (NDS-18)
 - 9) Special Design Provisions for Wind and Seismic (SDPWS 2021)
 - 10) ANSI/TPI 1-22 National Design Standard for Metal Plate Connected Wood Truss Construction
 - 11) Building Code Requirements and Specification for Masonry Structures (ACI 530-16)
 - c. Gravity Systems
 - 1) The gravity systems and elements are evaluated and/or designed based on the loading prescribed in ASCE 7-16.
 - d. Lateral System
 - 1) The buildings lateral force resisting systems (LFRS) and all components will be designed for the critical effects of either seismic or wind forces.
 - 2) The design of both the main wind force resisting system and the components and cladding will be based on the Envelope Procedure for low-rise buildings described in ASCE 7-16 Chapter 28 using the following parameters:
 - a) Risk Category: II
 - b) Basic wind (ultimate) speed:
 - (1) 96 mph Risk Category II (ASCE Hazard Mapping Tool) 3 second gust
 - c) Exposure: C
 - d) $K_{zt} = 1.0$ $K_d = 0.85$
 - e) $G = 0.85$
 - f) Enclosure Classification: Partially open, $GC_{pi} = \pm 0.18$
 - 3) The seismic design of will be based on the Equivalent Lateral Force procedure of ASCE 7-16, Section 12.8.
 - 4) Seismic Design Parameters are to be determined upon receipt of Geotech and Geohazards Report:
 - a) Site Class D Default
 - b) Seismic Design Category (SDC) = D
 - c) $SS = 1.236$ $SDS = 0.829$
 - d) $S1 = 0.48$ $SD1 = 0.582$
 - e) $F_a = 1.006$ $F_v = 1.820$
 - f) Light framed walls with wood structural panels rated for shear resistance
 - (1) $R = 6.5$ $\Omega_0 = C_d = 4$ (light framed wood structures)
 - (2) Maximum Drift = 2.0%
3. MATERIAL SPECIFICATIONS AND STRENGTHS
- a. Geotechnical Information
 - 1) Geotechnical Report prepared by: Terracon
 - a) Report No. CB245134
 - b) Dated: November 8, 2024
 - b. The soil characteristics at the site are that the materials generally consist of silty sand, sand, and silt with varying amounts of silt, sand, and gravel interbedded with layers of clay with varying amounts of sand and silt. Granular materials varied from loose to very dense and fine-grained materials from stiff to hard. Groundwater was not encountered during the geotechnical investigation.

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- 1) Soil Properties:
 - a) Minimum Depth of Footings = 18" below grade
 - b) Minimum Width of Footings = 18" for walls, 24" for columns
 - c) Allowable Bearing Pressure = 3,000 psf (2'-6' wide), 2,200 psf (6'-10' wide)
 - d) Passive Soil Resistance = 400 pcf
 - e) Coefficient of Friction = 0.40
- c. Concrete
 - 1) Slab-on-grade f'c = 3,000 psi, Normal weight
 - 2) Footings & grade beams f'c = 3,000 psi, Normal weight
 - 3) Concrete Tilt Panels f'c = 4,000 psi, Normal weight
- d. Reinforcing Steel
 - 1) ASTM A615 or A706- GR 60 or GR 80 Unless noted otherwise
 - 2) ASTM A706 - GR 60 or GR 80 Welded Rebar, Threaded Rebar, lateralelement
 - 3) ASTM A1064 Welded Wire Fabric
- e. Structural Steel
 - 1) All Wide Flange Sections: ASTM - A992
 - 2) Pipe: ASTM - A53 Type E or S, Gr B
 - 3) Hollow Structural Sections (HSS): ASTM - A500/Gr C or A1085
 - 4) Angles/Channels/Tees: ASTM - A36
 - 5) Plates: ASTM - A36, or ASTM - A572, Gr 50
 - 6) Anchor Bolts in Concrete: ASTM - F1554, Gr 55
 - 7) Machine Bolts (MB): ASTM - A307
 - 8) High Strength Bolts: ASTM - A325 Type N
 - 9) Welding Electrodes: ASTM - E70xx - Structural Steel
ASTM - E80xx - Rebar-to-Steel
ASTM - E90xx - Rebar-to-Rebar

Section I – Exterior Building Systems (Divisions 4, 5, 6, 7, 8, and 9)

All the buildings on the campus share a common construction system consisting of:

1. Exterior Wall Cladding:
 - a. Stucco/Portland Cement Plastering, 3-coat.
 - 1) Texture(s)/Pattern(s), as selected by Architect.
 - 2) Installed over sheathing, typical.
 - b. ALTERNATE-Water Drainable Exterior Insulation and Finish System (EIFS).
 - 1) Texture(s)/Pattern(s), assume two (2).
2. Air/Water Barrier
 - a. Installed over sheathing, typical.
3. Cavity Wall Thermal Insulation
 - a. Fiberglass Blanket Insulation
 - b. Mineral Wool Blanket Insulation
4. Sheathing
 - a. Plywood/Composite Wood Panels- As indicated on Structural Drawings.
 - b. Gypsum Board with fiberglass mat faces, Type X core, 5/8 inch thick.
5. Roof Systems

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- a. Pitched Roofs
 - 1) Roof shakes, 3/8-inch nominal thickness, various widths installed over a plywood/composite wood panel substrate.
 - 2) Flashing/Copings/Trim: Galvanized Steel.
 - 3) Attachments/Nails: Galvanized Steel.
 - 4) Rainwater Collection System; Aluminum Pre-painted or Galvanized Steel field painted fascia mounted gutters with vertical leaders daylighting at grade.
- b. Flat Roofs
 - 1) Polyvinyl-Chloride (PVC) membrane, single ply, 60 mil minimum with manufacturer recommended cover board and pitched to drain.
6. Terrace Canopies:
 - a. Painted, pressure-treated wood trellis/ pergola covering
 - b. Alternate upgrade option if budget allows: formed aluminum panels (Hendrick Architectural), corrugated profile, perforated: Provide secondary support framing at horizontal applications.
7. Exterior Openings
 - a. Windows: Vinyl or aluminum framed with IGU glazing and nail on flanges, configuration as indicated on the drawings.
 - b. Terrace Doors, sliding: Glazed with 1" to 1-1/8" thick IGU with coated second surface and laminated interior glass lite.
 - c. Exterior Doors and frames: Hollow Metal, painted.
8. Masonry: As indicated on Drawings at minimal locations. Trash Enclosures.

Section J - Interior Systems/Finishes (Divisions 8, 9, 10, and 11)

Building interiors consist of non-load bearing, gypsum board clad partitions with suspended ceilings. Interior doors are flush, solid and hollow-core, paint-grade wood installed in aluminum or hollow metal frames.

1. Interior Partitions, non-load bearing.
 - a. Dimension lumber framing
 - 1) Grade: Construction or No. 2.
 - 2) Provide 1/2 inch thick plywood sheathing at the client side of partitions at High Zones of Risk.
 - a) Extend from floor to ceiling plane.
 - b) Install at framing face, concealed by scheduled gypsum board.
 - b. Radiused Corner Bead, Aluminum, Outside Corners at High and Medium Zones of Risk.
 - 1) Basis-of Design: Gordon, Drywall Bullnose Corner, 3/4 inch radius.
2. Interior Openings
 - a. Flush Wood Doors, Hollow core and Solid core, painted.
 - b. Door Frames: Aluminum with shop applied polyester finish.
 - c. Glazed Openings: Aluminum frames matching door frames, single glazed, 1/4-inch thick tempered glass, clear.
 - d. Interior Glazing at High Zones of Risk:
 - 1) Laminated (rated doors) Lite consisting of 3 components:
 - a) 5/32 inch heat strengthened glass, clear
 - b) Interlayer: DuPont 0.090 Sentryglas Plus.
 - c) 5/32 inch heat strengthened glass, clear.

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- 2) Impact resistant film (at windows) applied to scheduled glass:
 - a) Applied film: 3M Scotchshield Safety and Security Film Ultra S600; 3M or Spall Shield; DuPont.
 - e. Door hardware:
 - 1) Latch/Lock Sets: Cylindrical with lever
 - a) Basis-of-Design Product: ND-Series; Schlage.
 - 2) Latch Sets: Mortise complying with BHMA 156.34 Anti-Ligature Trim Standard at High Zones of Risk applications.
 - a) Basis-of-Design: ML2000-Series BHSS Trim; Corbin Russwin or 195 BH Series; Marks USA.
 - 3) Butt Hinges: Standard Weight, Ball Bearing, 5 knuckle.
 - a) Provide hospital types at High Zones of Risk areas.
 - 4) Exit Devices: Push Pad Type
 - a) Basis-of-Design Product: 99-Series; Von Duprin.
 - (1) Provide ligature resistant trim at High Zone of Risk applications.
 - f. Closers:
 - 1) Surface Mounted without track arms
 - a) Basis-of-Design Product: 4110/4010; LCN Closers.
 - 2) Concealed at High Zone of Risk applications.
 - a) Basis-of-Design Product: 4510; LCN Closers.
 - g. Keying/Cylinders: Compatible with Owner's standard.
3. Anti-Barricade and Ligature Resistant Doors (High Risk Zone applications)
- a. Provide out swinging doors with continuous ligature resistant hinges at the following locations:
 - 1) Client Room.
 - 2) Client Toilet/Shower Rooms.
 - 3) Laundry Room.
 - 4) Consult.
 - 5) Sensory.
 - 6) Group Room (out swinging not required for rooms with 2 or more egress doors) .
 - b. Where doors listed above can not swing out, provide Kingsway SWITCH Anti-barricade Door system.
 - c. At breakaway soft panel doors provide:
 - 1) Basis-of-Design Product: Safe hinge Primera En-Suite Toilet Room or Kennon Original Soft Suicide Prevention Door (SSPD).
 - d. Security Fasteners at exposed conditions: provide Bryce Fasteners; Penta Plus.
 - e. Door Stops: At High Zones of Risk, provide wall mounted doorstops, Kingsway KG182.
 - f. Door Gasketing:
 - 1) Door bottom sweeps: Where required fully mortised type.
 - 2) Door perimeter gasketing: Pemko P88, Zero 188 ZAG or DHSI SA-B.
4. Suspended Ceilings
- a. Acoustical Panel Ceilings: 24-inch by 24-inch panel module, exposed 7/8 inch "T" grid.
 - 1) Hold-Down Clips; at High Zone of Risk applications.
5. Interior Finishes
- a. Walls
 - 1) Paint: Interior Acrylic, Eggshell sheen at Residential, Office, and Institutional Areas (accent wall colors for entire walledge-to-edge)

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- a) Basis-of-Design Product: Ultra Spec 500 (N538); Benjamin Moore
- 2) Paint: Latex, Flat at Ceilings
 - a) Basis-of-Design Product: Ultra Spec 500 (N536); Benjamin Moore.
- 3) Ceramic Tile (Multi-fixture/gang public restrooms only): Daltile 8 inch by 8 inch, glazed; thin set application over moisture resistant ½ inch cement board substrate.
- 4) FRP/Acrylic wall panels in commercial kitchen locations for Health Dept requirement
- 5) Resinous coating by Sherwin Williams at select wetwalls
- b. Wall Base
 - 1) Resilient Base, Rubber, 2-1/2 inch, typical.
 - 2) Resilient Base, Rubber, 4 inch at Utility, Service and Athletic/Recreational spaces.
- c. Flooring
 - 1) Polished, Sealed, as-placed, concrete treatment at concrete slab on grade
 - a) Medium Gloss: Concrete densifier and polished ending up with an 800-gritresin.
 - b) Finish: Class B Aggregate (Salt and Pepper) Finish.
 - 2) Tile: Thin set with water proofing membrane and tile base.
 - 3) Resilient Tile: 12 inches by 12 inches–
 - a) Basis-of-Design Product: Patcraft, Shaw, or Armstrong Flooring.
 - 4) Sheet Resilient – Mannington with integrated cove basesystem.
 - a) Manufacturer’s standard color offerings.
 - b) Seaming: Conventional fit.
 - 5) Sports Flooring: Fluid Applied, Monolithic with game markings.
 - a) Basis-of-Design Product: Gerflor
 - 6) Carpet: Sheet or tile by Patcraft or Shaw
 - 7) Resinous Flooring- At Client shower and toilet Rooms and commercialkitchens:
 - a) Basis-of-Design Product: Sherwin Williams Resinous High-Performance Flooring; self-leveling with integral cove base.
- 6. Architectural Cabinetry
 - a. Fabricated Architectural Woodwork.
 - 1) Finish: Plastic Laminate, typical,
 - 2) Panel Edge Trim; melamine orpvc.
 - b. Counter Tops: Solid Surface including back splash.
 - 1) Basis-of-Design Product: Corian Solid Surface; DuPont.
 - c. Cabinet hardware: Ligature Resistant at High Risk Zone Areas.
- 7. Toilet Accessories:
 - a. Public Use, Commercial Grade including paper product dispensers and receptacles, mirrors, soap dispensers and accessibility grab bars.
 - 1) Basis-of-Design: Bobrick; Classic Series
 - b. Private Use, Residential Grade at client housing, Low Zone of Risk Areas including paper product dispensers and receptacles, mirrors, soap receptacles, shower curtain and rods, towel hooks. Accessibility grab bars and shower seats shall be integral with the single-piece fiberglass shower surrounds.
 - 1) Basis-of -Design Products: American Specialties Inc (ASI); Hospitality Accessories Series
 - c. Private Use, Ligature Resistant at client housing and use areas, High Zone of Risk asindicated:

Toilet Room

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Paper Towel	RD780-SPEC	Recessed Shelf
Soap Dispenser		Stainless steel cam lock for wet areas
Toilet Paper Dispenser		Recessed Holder
Shower Shelf		Recessed Shelf integrated into 1-piece fiberglass surround
Grab Bar	18", 24", 36", 42"	GB 730 BSP, Ligature Resistant grab bar integrated into 1-piece fiberglass surround
Towel Hook	BSP TH 770	
Mirror		Std rectangular acrylic mirror

- 8. Signage – code required temporary signage only
- 9. All FF&E (Furniture, Fixtures, and Equipment) are furnished and installed by the County. This scope includes, but is not limited to:
 - a. all loose furniture (interior and exterior)
 - b. window coverings
 - c. sports equipment like volleyball and pickleball nets and stations, bleachers (wall-mounted basketball backboards are included by D-B)
 - d. residential kitchen appliances (commercial kitchen equipment is included by D-B)

Section K - Mechanical, Electrical, and Plumbing (Divisions 21, 22, 23, 26, 27, and 28)

MECHANICAL SYSTEMS

- 1. Scope Overview
 - a. For the new buildings, the intent will be to provide zonal control for the groups of bedrooms that are along a similar thermal zone or exterior wall. The interior or common spaces would have a separate thermal zone as well. The design uses rooftop mounted packaged heat pump equipment to be located on the flat portion of the roofs of the building. The units would be located over the common areas to reduce sound transmission into the bedrooms
- 2. Applicable Codes and Standards
 - a. Applicable Codes and Standards: Design, manufacture, testing, and method of installation of all apparatus and materials furnished under requirements of these specifications shall conform to latest publications or standard rules of the following:
 - b. Systems should be designed in accordance with the following codes:
 - 1) California Electrical Code (latest edition).
 - 2) California Building Code (latest edition)
 - 3) California Mechanical Code (latest edition).
 - 4) California Plumbing Code (latest edition).
 - 5) California Fire Code (latest edition).

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- 6) ANSI Handicapped Code - A117.1
 - 7) California Occupational Safety and Health Act of OSHA
 - 8) NFPA-70, National Electrical Code, with latest State of California Amendments
 - 9) NFPA-72, National Fire Alarm and Signaling Code
 - 10) NFPA-101, Life Safety Code
 - 11) NFPA-110, Standard for Emergency and Standby Power Systems
 - 12) State of California Code Regulations, Titles 8, 17, 19, and 22, Division 7, 24 - Part 3 (latest edition)
 - 13) California Energy Commission Title 24 Energy Efficiency Standards for Non- Residential Buildings (latest edition)
 - 14) California Occupational Safety and Health Act (CAL-OSHA)
 - 15) Air Quality Control Management District (AQMD)
 - 16) Additional requirements by County or authorities having jurisdiction (AHJ)
 - 17) The following reference standards should be used in design:
 - 18) ASHRAE-American Society of Heating, Refrigerating and Air-Conditioning Engineers
 - 19) ASME-American Society of Mechanical Engineers
 - 20) ANSI-American National Standards Association
 - 21) ASTM- American Society of Testing and Materials
 - 22) NEMA- National Electrical Manufacturers Association
 - 23) NETA- National Electrical Testing Association
 - 24) NFPA- National Fire Protection Association
 - 25) SMACNA-Guidelines for Seismic Restraints of Mechanical Systems (conduit supports only)
 - 26) UL- Underwriters Laboratories
 - 27) ADA- Americans with Disabilities Act
3. Design conditions
- a. Location: Victorville, CA
 - b. Climate Zone: 14
 - c. Outside Design Conditions:
 - 1) Summer: 109° F, DB / 68° F, WB
 - 2) Winter: 28° F, DB
 - d. Indoor Design Conditions (Summer/Winter):
 - 1) 74° F / 69° F Office, classrooms, lobby
 - 2) 74° F / 69° F Meeting Room
 - 3) 74° F / 69° F Common Areas
 - 4) 74° F / 69° F Living Areas
 - 5) 74° F / 69° F Restrooms and Janitorial
 - 6) 75° F / 75° F Telecom/ data (dedicated unit)
 - 7) 80° F Max/ N/A Electrical rooms.
4. Sustainable Strategies
- a. The building envelope and Mechanical, Electrical, and Plumbing Systems will be provided in compliance with the 2022 California Energy Code for Climate Zone 14, demonstrating compliance with the energy code and as a baseline for energy performance measure analysis. The building HVAC System will be as energy efficient as possible while keeping factors such as maintenance, initial cost, and feasibility in mind.
 - b. The following concepts are planned to be implemented into the project:

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- 1) Multispeed ECM Motor and Variable Frequency Drives for Part Load Operations as applicable.
 - 2) High-efficiency DX Systems for Electrical/IT Rooms/Data rooms.
 - 3) Low-GWP refrigerants RTU HeatPump.
 - 4) Ultra-high efficiency Air-Source Heat Pump (ASHP) for heating hot water generation.
 - 5) Interior Air Quality: Adhere to Ventilation Rate Procedure per CMC, CEC and CBC to Comply with the following requirements:
 - a) CMC Chapter 4 - Ventilation Air
 - b) CEC Section 120.1 Requirements for Ventilation and Indoor Air Quality
 - c) CBC 1202.3
5. HVAC Systems
- a. The mechanical system design incorporates a Roof Top Unit (RTU) Heat Pump, selected for its simplicity, cost-effectiveness, and ability to deliver superior performance across various operational parameters. This system ensures efficient heating and cooling, leveraging advanced features to meet project requirements while prioritizing occupant comfort and sustainability. Key attributes include:
 - b. Simplicity in Operation: The RTU heat pump offers straightforward operation with integrated controls, enabling seamless transitions between heating and cooling modes. Its user-friendly interface simplifies system management, reducing the need for complex operator training.
 - c. Cost-Effectiveness: By combining heating and cooling in a single unit, the RTU minimizes installation and operational costs. Its high-efficiency performance optimizes energy use, lowering utility expenses over the system's lifecycle.
 - d. Improved Ventilation: Equipped with an air-side economizer and power exhaust, the system enhances indoor air quality by introducing fresh outdoor air when conditions permit, reducing reliance on mechanical cooling. The power exhaust ensures proper air balance, maintaining compliance with ventilation standards (e.g., 2022 California Mechanical Code, Table 403.3.1.1).
 - e. Optimal Zone Control: The RTU provides precise temperature control through advanced zoning capabilities, ensuring consistent comfort across different building areas. This feature adapts to varying occupancy and load demands, enhancing occupant satisfaction.
 - f. R-454B Refrigerant: The system utilizes R-454B, a low-global-warming-potential (GWP) refrigerant, aligning with environmental regulations and sustainability goals. This eco-friendly refrigerant maintains high efficiency while reducing the system's carbon footprint.
 - g. Air-Side Economizer with barometric power exhaust.
 - h. Ease of Maintenance: Designed for accessibility, the RTU features modular components and clear service points, simplifying routine maintenance tasks. This reduces downtime and maintenance costs, ensuring long-term reliability.
 - i. It is estimated the following would be the equipment tonnage for the buildings
 - 1) Building A
 - a) (4) 6 Ton RTU's
 - b) (1) 4 Ton RTU's
 - 2) Building B
 - a) (3) 7.5 Ton RTU's
 - b) (1) 12.5 Ton RTU's
 - 3) Building C
 - a) (1) 6 Ton RTU's
 - b) (1) 7.5 Ton RTU's

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- c) (1) 8.5 Ton RTU's
 - d) (1) 3.0 Ton Ductless Split System
 - 4) Building D
 - a) (3) 12.5 Ton RTU's
 - 5) Building E
 - a) (1) 10 Ton RTU's
 - b) (1) 12.5 Ton RTU's
 - c) (1) 15 Ton RTU's
 - d) (1) 3.0 Ton Ductless Split System
 - 6) Building F
 - a) (1) 3 Ton RTU's
 - b) (1) 10 Ton RTU's
 - c) (2) 12.5 Ton RTU's
 - 7) Building G
 - a) (1) 12.5 Ton RTU's
 - b) (1) 15 Ton RTU's
 - c) (1) 20 Ton RTU's
 - d) (1) 3.0 Ton Ductless Split System
- 6. Ventilation Systems
 - a. Outside air for human comfort shall be provided to interior spaces based on the greater of California Mechanical Code, California Energy Code and ASHRAE requirements. Outside air shall be drawn in by the outside air intake at each RTU. This air shall be mixed with the return air within each unit. The system shall provide tempering of the outside air to prevent the intrusion of extreme hot or cold air into the building.
 - b. The RTU's will be equipped with a barometric exhaust to balance the incoming ventilation air and provide relief when the unit is in economizer mode.
 - c. The RTU's will also include secondary/supplemental resistance heating for peak winter condition to mitigate the coil defrosts and maintain comfort heating during low ambient condition.
- 7. Exhaust Systems
 - a. The restrooms and janitorial room will be provided with a ceiling mounted exhaust fan. The exhaust fan will operate on a switch and be direct drive type. For restrooms with showers, the ceiling mounted fan will also be controlled by a humidistat sensor in the room. Termination of the exhaust will be at the side of the building or roof.
- 8. Acoustic Requirements
 - a. To control noise during all modes of operation, the system should be provided with one or more of the following: low velocity, low static pressure fan systems and/or special low noise diffusers. Flexible connections should be provided for fans, RTU's, and other vibrating equipment. The ductwork should be designed to control airborne equipment noise, duct breakout noise, airflow-generated noise, and duct-borne cross-talk noise.
- 8. Mechanical Controls
 - a. Each RTU and split system will have a stand alone thermostat per zone. The thermostat will be located in a secure location away from the residents. All schedule and setpoint modifications will be readily accomplished through on-site and off-site staff interfaces. The stand-alone programmable thermostat, fully compliant with the 2022 California Energy Code (Title 24, Part 6, Section 120.2(b)). This thermostat provides precise temperature control, setback scheduling, and occupant override capabilities, ensuring energy-efficient operation. It

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meets requirements for automatic setback during unoccupied periods and includes features like temperature deadband settings to prevent simultaneous heating and cooling, aligning with California's energy efficiency standards and enhancing occupant comfort.

PLUMBING SYSTEMS

1. Scope Overview
 - a. The domestic water system will be new as provided by the Civil Engineer. Each building is to have an independent shut-off valve and PRV station accessible and protected from the public. Each building will have an independent waste line from the building and connect to the site main. Where applicable, roof drains will connect to underground storm drain connections and the overflow drain will daylight to grade.
2. Potable Water
 - a. Potable water will be distributed throughout the buildings using type L copper for above ground applications or type K copper pipe for underground installation. All fittings shall be wrought or drawn copper sweat type fittings. Valves and other devices shall be certified lead free. All pipe and fittings conform to appropriate ASTM and ANSI specifications. Connections to dissimilar metals shall be made with dielectric unions. Velocity for cold water piping shall be less than 8 feet per second and hot water to be less than 5 feet per second.
3. Domestic Hot Water
 - a. Domestic hot water will be produced by electric heat pump water heaters installed in mechanical rooms. All piping will be insulated with fiberglass insulation and vapor barrier jacket. Water heaters shall be installed in a location allowing for sufficient access to service, maintain, and remove and replace (if necessary).
4. Waste and Vent
 - a. Waste and vent piping located within the building and within five feet of the building's foundation shall be scheduled 40 no hub cast iron for piping above grade. Waste lines below grade shall be scheduled 40 PVC DWV or ABS. All piping shall conform to appropriate ASTM standards.
5. Roof Drains
 - a. Roof drains shall be schedule 40 no hub cast iron for piping above grade. Waste lines below grade shall be scheduled 40 PVC DWV or ABS. Overflow drains shall be piped separately to outside the building. All piping shall conform to appropriate ASTM standards.
6. Condensate
 - a. Piping from HVAC condensate shall be type Lcopper.
7. Plumbing Fixtures
 - a. All potable water fixtures shall be lead free (AB 1953) compliant. All plumbing fixtures shall comply with California Plumbing Code flow rates as well as CalGreen plumbing fixture requirements.
 - b. Valves and other in-wall devices that may require maintenance or access shall be located behind ligature resistant secured access panels in the PRTF and tamper resistant everywhere else.
 - c. Restroom Fixtures:
 - 1) The plumbing fixtures within the PRTF will be ligature resistant powder coated white by Whitehall manufacturing.
 - a) Showerhead - Whitehall WHD-SHD-W
 - b) Lavatory - Whitehall WHD-BSN-WH3375-SO
 - c) Watercloset - Whitehall WH2142ADA-W-EGE10

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- d) Drinking Fountain - Whitehall WHBF6
- 2) Staff and public restrooms will have standard porcelain type fixtures by American Standard. All plumbing fixtures shall be low flow, 1.28 gpm for water closets, 0.125 gpm for urinals, 0.5 gpm for lavatories, and 1.8 gpm for showerheads. Faucets shall be fed by tempered water no greater than 110° F controlled by a local tempering valve.
- 3) Standard restroom fixtures shall include:
 - a) wall mounted hand sinks with faucets
 - b) floor mounted toilets
 - c) single piece, fiberglass shower surrounds (with integral grab bars, soap dishes, and fold down benches in ADA restrooms)
- d. Break Room Fixtures:
 - 1) Sinks shall be stainless steel minimum twenty gauge, ADA compliant with garbage disposal. Faucet will be gooseneck type with manual handle and max 1.5 gpm. Faucets shall be fed by tempered water no greater than 120° F controlled by local tempering valve.

ELECTRICAL SYSTEMS

- 1. Utilization Voltages
 - a. 480Y-277V AC, 3 phase, 4 wire
 - b. 208Y-120V AC, 3 phase, 4 wire
 - c. Motors - 2 HP and larger(480V)
 - d. Under 2HP (208V or 120V)
 - e. General Lighting - 277V
- 2. Main Electrical Service And Distribution
 - a. A new utility service will be designed for the campus in coordination with the serving utility company Southern California Edison (SCE). The site will feed a dedicated utility transformer sized to accommodate the campus switchgear. The equipment will be accessible by truck per SCE requirements. The main service switchgear will be located adjacent to the utility transformer and distribute power to all buildings on the campus by means of dedicated electrical feeders. In addition, the existing campus buildings to remain will be back fed from the new switchgear.
 - b. Below are the anticipated sizes and voltages for each building. Sizes to be confirmed during the design development phase:
 - 1) Campus Main Service: 4000A, 480/277V, 3PH 4W
 - 2) Adult WM: 600A, 480/277V, 3PH 4W
 - 3) Adult SUD: 600A, 480/277V, 3PH 4W
 - 4) Outpatient/Wellness Building: 800A, 480/277V, 3PH 4W
 - 5) Adult RR: 600A, 480/277V, 3PH 4W
 - 6) Adolescent SUD: 600A, 480/277V, 3PH 4W
 - 7) Adolescent Wellness Center: 600A, 480/277V, 3PH 4W
 - 8) Adolescent PRTE: 800A, 480/277V, 3PH 4W
 - c. Each building will have a dedicated 480/277V panel, step down transformer and 280/120V distribution and panelboards. This equipment will be located either on the exterior or within dedicated electrical rooms inside the building. The 480/277V panelboards will provide power to large equipment such as mechanical and plumbing systems. In addition, these panels will provide power to the lighting systems. The 208/120V panels will provide power to general purpose receptacles, small equipment, and low voltagesystems.

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- d. Load summaries will be provided for all switchboards and panelboards to support the electrical design. Electrical equipment requirements will be evaluated to determine proper overcurrent, short-circuit, and ground fault protection.
3. Switchboards
 - a. All switchboards will have the following criteria:
 - 1) Basis of Design - Eaton
 - 2) Full size, length horizontal and vertical bussing in each section
 - 3) Minimum 25% spare circuit breaker and load capacity
 - 4) Copper bussing
 - 5) AIC rating to withstand the available fault current TBD through a short circuit study
 - 6) Located in electrical rooms only (main service to be located outside in central location)
 - 7) Housekeeping pad
 - 8) Electronic trip circuit breakers with adjustable settings - 400 amps and over.
 - 9) Factory installed lock out, tag out provisions
4. Panelboards
 - a. Each panelboard will have the following criteria:
 - 1) Dedicated feeder
 - 2) Hinged door-in-door cover
 - 3) Minimum 42 circuits
 - 4) Minimum 25% spare circuit breaker and load capacity
 - 5) Minimum (3) ¾" spare conduits stubbed up six inches above ceiling and capped
 - 6) Copper bussing
 - 7) AIC rating to withstand the available fault current TBD through a short circuit study
 - 8) Located in an electrical room or supervised location
 - 9) Located so as to maximize the available wall space
5. Transformers
 - a. Each transformer will have the following criteria:
 - 1) Dry-Type
 - 2) Housekeeping Pad, if needed
 - 3) Copper Windings
 - 4) Located in electrical or mechanical room only
 - 5) US Department of Energy's Candidate Standard Level Three (CSL-3) efficiency
 - 6) Conform to the latest requirements of the California Code of Regulations Title 20 and Title 24 and DOE 2016 Efficiency standards.
6. Basic Electrical Materials and Wiring Methods
 - a. Raceway systems will generally consist of metal boxes interconnected with Electric Metallic Tubing (EMT.) PVC 40 will be used for underground installations. Rigid galvanized steel (RGS) conduit or intermediate metal conduct (IMC) will be used for exterior or exposed where subject to damage. The minimum above ground conduit size will be ¾", 1" for underground conduit.
 - b. Conductors will be copper or aluminum. Insulation will be THHN, THWN-2, or XHHW rated for 90°C; however, design will be based on 75°C ratings. Rooftop conductors will be type XHHW-2. Four wire feeders where neutral is considered a current carrying conductor will have an additional 80% derating. A maximum of nine current-carrying conductors, using code designated derating factors, will be installed in any raceway. All conductors including neutrals and grounding conductors will be color coded.

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- c. All junction boxes will be recessed-mounted in finished areas and will be of the one-piece galvanized pressed steel knock-out type, minimum 4" square.
 - d. Wiring devices will be specification grade, 20 ampere, minimum, color as selected. Device plates will be stainless steel throughout building with circuit label or engraving. Back-to-back installation of devices will not be allowed - 24" separation required.
 - e. Electrical equipment shall be seismically supported per NECA and SMACNA criteria.
 - f. Voltage drop calculations will be provided to limit feeders to 2%, branch circuits to 3%, or a combined voltage drop of 5%.
 - g. All exterior equipment shall be in a NEMA enclosure suitable for the environment and protected from vehicular traffic where applicable.
7. Grounding
- a. The electrical power distribution system will be provided with a "single-point ground system". The ground bus at the main service equipment will be connected to the water service, a concrete encased electrode, a deep driven ground rod, and building steel. In addition, electrical and MDF/IDF rooms will have a 1/4" x 4" x 20" ground bus bar bonded to all equipment within the space.
 - b. A green insulated equipment grounding conductor will be installed with feeders and branch circuits. Metal raceways, boxes equipment, receptacles and light fixtures will be bonded to the equipment grounding system.
 - c. Separately derived systems such as transformers shall be bonded to the building grounding electrode system, such as building steel, per CEC Section 250.
8. Exterior and Site Work
- a. Underground feeder conduits shall be encased in concrete with minimum 3" thickness on all sides with multiple conduits spaced not less than 7 1/2" on center and 1 1/2" apart. Branch circuit conduits shall have a 3" concrete cover in where subject to vehicular traffic.
 - b. All underground conduits shall be buried a minimum 24" below finished grade. Trenches shall be backfilled to 90% compaction with non-detectable type warning tape. PVC wrapped or coated rigid steel sweeps shall be provided for all 90 degree bends (horizontal or vertical).
 - c. Safety disconnect switches will be heavy duty type. Exterior switches will be rain-tight NEMA 3R. Disconnect switches for packaged HVAC equipment will be fusible type.
 - d. EV charging station units and infrastructure per code
9. Lighting
- a. All light fixtures will meet the following requirements:
 - 1) LED type
 - 2) Color temperature - 4000K
 - 3) Color Rendering Index (CRI) will have a minimum of 80
 - 4) IES recommended light (fc) levels for each space
 - 5) Meet current Title 24 requirements for power allowances
 - 6) 5-year minimum warranty
 - 7) UL, ETL, or CAS listing
 - b. Exterior Fixtures will also meet the following requirements:
 - 1) Meet the highest levels possible for security and safety purposes without exceeding city and Title 24 requirements.
 - 2) Full cutoff with no spillover onto adjacent property.
10. Emergency Lighting
- a. Emergency egress lighting shall be provided by lighting inverters or integral battery backup. Egress lighting shall be designed to meet NEC requirements with average of 1.0 Footcandles

EXHIBIT P – Rate Sheet and Basis of Design

Snyder Langston/Gensler
Basis of Design Qualifications

August 25, 2025

SB DBH Comprehensive Treatment Campus
Victorville, CA

(fc), minimum of 0.1 fc, and max-to-min ratio less than 40:1. Emergency fixtures will illuminate the path of egress to allow all occupants to exit the facility safely.

11. Lighting Controls
 - a. Lighting controls will meet the following requirements:
 - 1) 0-10V dimming to meet to Title 24 requirements.
 - 2) Day light harvesting controls where required by Title 24 around window glazing and skylights. Photocells will be programmed to maintain lighting levels at the designed FC mentioned above.
 - 3) Occupancy sensors in all areas where required by Title 24.
 - 4) Device cover plates to have plastic or engraved circuit label
 - 5) The switches will be designed to have multiple function controls with preset scenes for quick selection by faculty and staff.
 - 6) Controls will be a fully networked lighting system with each room connected to the building EMS to interconnect the HVAC system.
 - 7) Control system will be designed to provide kW, dimming percentage, and occupancy status of all rooms to the building EMS.
 - 8) All exterior lighting to be controlled by a lighting control panel with astronomical timeclock.
12. Solar PV and Battery Energy Storage System (ESS)
 - a. A new turnkey PV system and battery storage system will serve the new campus per code requirements. The size of the system will be determined by the latest version of the California Energy Code. The PV systems will be coordinated and designed on a single building rooftop.
 - b. Based on using the building type of Medical Office building/Clinic facility (as defined within the 2022 Energy code), the minimum PV system size is 40 kW with a 75 kWh/20 kW Battery Energy Storage System.
13. Low Voltage Systems:
 - a. Structured cabling (Data/Telecom)
 - b. CATV residential television
 - c. Fire Alarm systems – each building shall have an independent, stand alone system.
 - d. Panic button system
 - e. Access control/card readers and CCTV cameras are furnished and installed by County's preferred vendor, Convergent. All pathways and boxes for the devices are included by D-B.

FIRE SUPPRESSION SYSTEMS

1. Scope Overview
 - a. The new buildings are to be protected throughout with an automatic wet fire suppression system, in accordance California Fire Code (CFC), NFPA Standards, and local amendments. The supply to each building to be by a dedicated line connected to the site fire water supply. Refer to Civil section for more information. Downstream of the backflow assembly, fire department connections (FDC) are to be provided to allow the fire department to pressurize all building fire system(s).
1. Hydraulic Design
 - a. The automatic sprinkler systems hydraulic demand shall be calculated based on the standards of NFPA 13R for the residential buildings and NFPA 13 for the community building and demonstrated to be below the city supply curve with a 10% reduction applied to the supply curve.

EXHIBIT P – Rate Sheet and Basis of Design

Snyder Langston/Gensler
Basis of Design Qualifications

August 25, 2025

SB DBH Comprehensive Treatment Campus
Victorville, CA

- 1) Light Hazard - Common use areas, Admin, Restrooms, Recreational use areas, Classrooms, Break rooms and living areas
 - a) Design Density: 0.10 GPM/SF, 1500 SQ FT
 - b) Hose Stream Allowance: 100 GPM
 - 2) Ordinary Hazard Group I - Kitchens, Control Rooms, Telecom rooms, Mechanical rooms, Storage rooms (Up to 8 ft stockpiles), Electrical rooms, Custodialrooms
 - a) Design Density: 0.15 GPM/SF, 1500 SQ FT
 - b) Hose Stream Allowance: 250 GPM
 - 3) Ordinary Hazard Group II - Storage rooms with Class I-IV commodities top of storage > 8 ft < 12 ft
 - a) Design Density: 0.20 GPM/SF, 1500 SQ FT
 - b) Hose Stream Allowance: 250 GPM
2. Seismic Design
- a. The zone of influence for the sprinkler system shall be identified on the plans, and calculations shall be provided to justify the brace components, anchorage, sizes, and spacing. Brace locations shall be shown on the plans and labeled for identification of size and type. Structural drawings shall be referenced to determine the applicable Cp factor.
3. System Selection
- a. The automatic wet fire suppression systems will connect to a flanged fitting within the dedicated fire riser room space, adjacent to the exterior of the building. The systems will be equipped with drains, valving and monitoring per the requirements of NFPA. With exception of areas not required per NFPA 13, all spaces will be protected with upright, sidewall or, pendant heads. Institutional sprinkler heads will be used as required throughout the spaces.
 - b. System Components shall include:
 - 1) Schedule 40 and Schedule 10 fire sprinkler pipe – steel or pvc as applicable
 - 2) Hangers, supports, seismic bracing and restraints
 - 3) Fire sprinklers
 - 4) Grooved, threaded, and welded fittings
 - 5) Control valves, drain valves, check valves, and air ventingvalves
 - 6) Pressure gauges
 - 7) Tamper switches, flow switches, and audible water flowalarm
 - 8) Fire department connection
 - 9) Spare head box
 - 10) Air relief valve
 - 11) Valve signs, hydraulic calculation placards, and zone map
 - 12) Hand-held fire extinguishers compliant with NFPA 10, CCR
4. General System Specifications
- a. FDC located on the exterior of the building in accordance with the local AHJ. The FDC piping shall include a check valve and a ball drip arranged so that the piping between the check valve and the FDC remainsdry
 - b. The system riser will consist of a supervised, normally open control valve, a flow switch, a pressure gauge, and an inspector's test & drainvalve.
 - c. The main drain valve will be piped to acoordinated discharge location.
 - d. The system shall be provided with an audible sprinkler flow alarm on the exterior and interior of the building.

EXHIBIT P – Rate Sheet and Basis of Design

Snyder Langston/Gensler
Basis of Design Qualifications

August 25, 2025

SB DBH Comprehensive Treatment Campus
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- e. Piping shall be concealed above areas with dropped ceilings and within walls except for non-public equipment rooms and spaces without ceilings. Piping in public areas with no ceilings will be coordinated with architect.
- f. Sprinkler coverage will be provided for rooms, void spaces, and overhangs as required by code, with sprinkler protection in combustibles attics.
- g. Sprinkler heads in ceilings will be recessed pendent type or concealed pendent type with white or chrome finish cover plate flush with ceiling. Sprinkler heads in secure behavioral health areas such as the PRTF shall be concealed pendent type, tamper proof and ligature resistance type. Sprinkler heads will be exposed in non-finished spaces such as mechanical rooms, data rooms, and electrical rooms. Isolation valves with tamper switches will be provided in these rooms. Institutional sprinkler heads will be provided in spaces where required.
- h. All isolating and sectionalizing valves on the fire protection system will be provided with tamper switches.
- i. Piping 2" nominal diameter and smaller shall be ASTM A 795 steel piping schedule 40 black steel-pipe. Connections or fittings shall be threaded, flanged, or welded. In residential use areas of the buildings, Schedule 40 PVC piping may be used, as permitted.
- j. Piping larger than 2" nominal diameter may be ASTM A 795 Schedule-10 roll-grooved black steel pipe. Connections or fittings shall be grooved or welded.
- k. Sprinkler heads shall be spaced for symmetry with ceiling features. Any additional heads required to accomplish this spacing shall be provided. Basis of head location shall be:
 - 1) Align in straight rows
 - 2) Maximize symmetry in room
 - 3) Locate in center of ceiling tiles
- l. All products used for the installation of these systems shall be U.L. listed for service in a Fire Protection system or shall be approved by the Authority Having Jurisdiction for their intended use.
- m. All Sprinkler heads exposed to outdoor conditions that could cause corrosive damage to sprinkler heads shall have a factory applied corrosion resistant finish.

EXHIBIT Q

NOTICE OF DETERMINATION

Notice of Determination

Appendix D

To:

Office of Planning and Research
 U.S. Mail: _____ Street Address: _____
 P.O. Box 3044 1400 Tenth St., Rm 113
 Sacramento, CA 95812-3044 Sacramento, CA 95814

County Clerk
 County of: Clerk of the Board of Supervisors
 Address: 385 N. Arrowhead Avenue,
San Bernardino, California 92415

From:

Public Agency: San Bernardino County
 Address: 620 South E Street San Bernardino,
California, 92415
 Contact: Bohra Kim
 Phone: (909) 387-5000

Lead Agency (if different from above): _____
 Address: _____
 Contact: _____
 Phone: _____

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2025080148

Project Title: San Bernardino County Behavioral Health Comprehensive Treatment Campus

Project Applicant: San Bernardino County, Project and Facilities Management Department

Project Location (include county): 13333 Palmdale Road, Victorville, California, 92392

Project Description:

The Project Site is comprised of one (1) parcel, Accessor Parcel Numbers (APN) 3105-191-11. The total acreage for the site is 29.47 acres located in the City of Victorville a parcel owned by San Bernardino County. The Project Site is located at 13333 Palmdale Road in the City of Victorville southeast of the intersection of Palmdale Road and Cobalt Road. The Proponent of the Project and Lead Agency is San Bernardino County. The Project Site is within the City of Victorville General Plan with the development

This is to advise that the San Bernardino County has approved the above
 Lead Agency or Responsible Agency)

described project on 11-04-2025 and has made the following determinations regarding the above
 (date)
 described project.

1. The project [will will not] have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [were were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [was was not] adopted for this project.
5. A statement of Overriding Considerations [was was not] adopted for this project.
6. Findings [were were not] made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:

 Signature (Public Agency): _____ Title: _____

Date: _____ Date Received for filing at OPR: _____

EXHIBIT R

CEQA INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

**SAN BERNARDINO COUNTY
 INITIAL STUDY/MITIGATED NEGATIVE DECLARATION
 ENVIRONMENTAL CHECKLIST FORM**

This form and the descriptive information in the application package constitute the contents of Initial Study pursuant to County Guidelines under Ordinance 3040 and Section 15063 of the State California Environmental Quality Act (CEQA) Guidelines.

PROJECT LABEL:

APN:	3105-191-11	USGS Quad:	Victorville 7.5-minute USGS Quad
Applicant:	San Bernardino County, Project and Facilities Management Dept. 620 South E Street San Bernardino, CA 92415	T, R, Section:	Township 5 North, Range 5 West, Section 23
Location	13333 Palmdale Road, Victorville, CA	Thomas Bros	Page 4,385; Grid F2; San Bernardino County (2023)
Project No:		Community Plan:	N/A
Rep	Bohra Kim	LUZD:	Single Family Residential (R-1)
Proposal:	N/A	Overlays:	Biotic – Burrowing Owl, Desert Tortoise – Sparse Population, Mohave Ground Squirrel

PROJECT CONTACT INFORMATION:

Lead agency: County of San Bernardino
 Project and Facilities Management Department
 385 N. Arrowhead Avenue, 3rd Floor
 San Bernardino, CA 92415

Contact person: Bohra Kim
Phone No: (909) 387-5000 **Fax No:** N/A
E-mail: bohra.kim@pfm.sbcounty.gov

Project Sponsor Bohra Kim, Project Manager III
 County of San Bernardino
 Project and Facilities Management Department
 620 South E Street
 San Bernardino, CA 92415

PROJECT DESCRIPTION:

Summary

The Project Site is comprised of one (1) parcel, Accessor Parcel Numbers (APN) 3105-191-11. The total acreage for the site is 29.47 acres located in the City of Victorville on a parcel owned by San Bernardino County (Figure 1 – Project Vicinity). The Project Site is located at 13333 Palmdale Road in the City of Victorville southeast of the intersection of Palmdale Road and Cobalt Road

(Figure 2 – Project Site). The Proponent of the Project and Lead Agency is San Bernardino County. The Project Site is within the City of Victorville General Plan with the development code of Low Density Residential and is currently designated with the zoning of Single Family Residential (R-1).

The proposed Project is the improvement and expansion of the St. John of God Health Care Services center into the San Bernardino County Behavioral Health Comprehensive Treatment Campus. The County intends to develop this site with new treatment facilities and transitional housing for individuals in recovery under the Behavioral Health Continuum Infrastructure Program (BHCIP) and Community Care Expansion (CCE) program. The Project includes one 36-bed Adult Residential Treatment Facility; one 24-bed Adult Withdrawal Management building; one Outpatient building (contains three group rooms, offices, nurses station, examination room, commercial kitchen and reception); two Adolescent Residential and Psychiatric Residential Treatment Facilities (contains 32 beds, restroom facilities, staff offices, group rooms, therapy rooms, psychiatrist office, exam room, medicine room, nurse station, dining room, living/game room, conference rooms, and family visiting room); and one Wellness Center containing a full-size basketball court, commercial kitchen, group room, arts and crafts room, multipurpose room and offices. Additionally, the CCE facilities will provide 52 beds in one Recovery Residences Building. This Project would develop the Project Site with an additional 144 additional beds.

Additionally, new gates and perimeter fencing will be installed, along with a new access road off Cobalt Road. Landscaping will also be added throughout the campus. Parking will consist of the reconfiguration of the existing lot with 33 stalls and adding an additional 160 new stalls. Ingress and egress to the Project Site will be via Cobalt Road through two driveways: the northern driveway will be the primary entrance and exit, while the southern driveway will serve as a secondary access for emergency services only. Currently, the Project Site has an ingress and egress point on Palmdale Road, located to the north and crossing property not owned by the County. During construction, a temporary access road will be established to facilitate entry and exit until the permanent driveways are completed. The ingress and egress point on Palmdale Road will be discontinued.

Surrounding Land Uses and Setting

The Project Site is within the jurisdiction of the City of Victorville on property owned and operated by San Bernardino County. As shown on the City of Victorville Zoning map, the Project Site is within the City of Victorville General Plan with the development code of Low Density Residential and is currently designated with the zoning Single Family Residential (R-1). The Project Site is located southeast of the intersection of Palmdale Road and Cobalt Road at 13333 Palmdale Road in the City of Victorville: Accessor Parcel Number 3105-191-11. The Project Site is generally depicted in the southwestern portion of the Victorville Quadrangle United States Geological Survey's (USGS) 7.5-minute topographic map. The following table lists the existing adjacent land uses and zoning.

Table 1. Existing Land Use and Land Use Zoning Districts

Location	Existing Land Use	Land Use Zoning District
Project Site	Health Care Center / Residential	Single Family Residential, City of Victorville
North	Vacant and Flowers Bakery Outlet	Commercial, City of Victorville
South	Larrea Middle School and Undeveloped	Single Family Residential, City of Victorville
East	Undeveloped	Commercial and Single Family Residential, City of Victorville
West	Silverado High School	Public Institutional, City of Victorville

The Project Site is within the City of Victorville General Plan with the development code of Low Density Residential and is currently designated with the zoning Single Family Residential (R-1) (Figure 3 – Land Use and Zoning). The R-1 zoning district is intended to protect established neighborhoods of single-family dwellings and to provide space for suitable locations for additional developments of this kind, with appropriate community facilities. R-1 districts may be divided into several density categories, and the suffix number shall indicate a minimum lot area in each density class. Single-family residential districts are intended to correlate with the low-density residential designation expressed by the general plan which allows up to five dwelling units per gross residential acre.

The development of the proposed Project is not constrained by the restrictions set forth in the applicable zoning and general plan regulations for the City of Victorville. Since the County possesses ownership of the land, they may exercise plenary authority over entitlements and permitting. Additionally, the County's land use authority is bolstered by the Behavioral Health Continuum Infrastructure Program (BHCIP) authorizing legislation (California Welfare & Institutions Code, § 5960.3 (a)), which specifies that a project funded by BHCIP grants “shall be deemed consistent and in conformity with any applicable local plan, standard, or requirement, and allowed as a permitted use, within the zone in which the structure is located, and shall not be subject to a conditional use permit, discretionary permit, or to any other discretionary reviews or approvals.”

Statement of Objectives

The expansion of the St. John of God Health Care Services center into the San Bernardino County Department of Behavioral Health Comprehensive Treatment Campus will greatly enhance access to substance use disorder treatment and recovery care for both the community and individuals in poverty. Currently, this facility is the only provider of such specialized treatment in the High Desert region. Expanding the facility is essential to ensure these vital services continue without interruption and to protect the well-being of residents. The Project will increase bed capacity in a high-need area where one-third of all substance use disorder clients in treatment come from the High Desert. Importantly, while the facility will address regional needs, it will also serve all beneficiaries across San Bernardino County, with an estimated capacity to assist 1,052 individuals annually. This expansion will strengthen the facility's ability to meet the growing demand for effective treatment and support, thereby enhancing community health and stability. The San Bernardino County Department of Behavioral Health Comprehensive Treatment Campus will prioritize serving two targeted populations: adolescents aged 12-17 including youth in foster care, and adult-aged individuals including justice-involved persons and individuals who are homeless or at risk of homeless. More specifically, Department of Behavioral Health is

concentrating its efforts on youth who received intensive home-based or community-based services but were not sufficient in meeting all their behavioral health needs. Department of Behavioral Health has extensive experience working with children and youth who are experiencing severe mental illness and substance use disorder, as well as behavioral health crises.

As for the adult targeted population, Department of Behavioral Health has assisted adults through substance use disorder treatment by providing a safe and stable living environment in order to develop and demonstrate sufficient recovery skills, so they do not relapse or continue to use in imminently dangerous situations upon transfer to a less intensive level of care. Adult residential substance use disorder beds will serve individuals who require a moderate withdrawal and can safely be managed at this level of care. These individuals may require withdrawal management from opioids, stimulants, or alcohol in a setting in which medical protocols are in place to determine when a transfer to a medically monitored facility or acute care hospital is necessary.

In the FY 2021-2022, 5,187 unduplicated consumers were served in Department of Behavioral Health's substance use disorder continuum of care and received multiple services, accounting for 9,236 episodes of substance use disorder services throughout the year. Of these unduplicated consumers, 1,674 (32%) were from the High Desert region, wherein the Project Site is located.

Project Site Location, Existing Site Land Uses and Conditions

The Project Site is located at 13333 Palmdale Road, Victorville, California. The current land use is transitional housing with an addiction treatment center. The facility currently has 66 treatment and recovery beds and an additional 16 beds to house children of patients (De la Cruz, 2023). There are between 28 to 32 clients living on site at a given time. The existing treatment facility consists of six buildings for the drug and alcohol rehabilitation facility and daycare center, asphalt-paved parking areas (33 stalls), a swimming pool, a concrete-paved recreation area, and utilities. The 6 single-story concrete block buildings total approximately 24,550 square feet. The site is currently occupied by St. John of God Drug and Alcohol Rehabilitation Facility and Alpha Tots Daycare, and operations consist of general building and facility maintenance, including landscaping, painting, plumbing, and basic repairs. The Project Site is relatively flat with an elevation of approximately 3,104 feet above sea level.

Site Development

The Project consists of the improvement and expansion of the St. John of God Health Care Services center into the San Bernardino County Behavioral Health Comprehensive Treatment Campus. The County intends to develop this site with new treatment facilities and transitional housing for individuals in recovery under the Behavioral Health Continuum Infrastructure Program (BHCIP) and Community Care Expansion (CCE) program. BHCIP facilities being developed include an Adult Substance Use Disorder (SUD) Residential Treatment Facility building, Adult Withdrawal Management Building, Adolescent SUD Residential Treatment Facility building, Adolescent Psychiatric Residential Treatment Facility (PRTF), Wellness Center, and Outpatient Facility. CCE facilities include Recovery Residences. The BHCIP Facilities will have a total of 92 beds, allocated as follows: 36 beds in the Adult SUD Residential Treatment Building, 24 beds in the Adult Withdrawal Management building, 16 beds in the Adolescent SUD Residential Treatment Building, and 16 beds in the Adolescent Psychiatric Residential Treatment Facility. Additionally, the CCE Recovery Residences will provide 52 beds. This brings the total number of beds included in the expansion to 144. Additionally, new gates and perimeter fencing will be

installed, along with a new access road off Cobalt Road. Landscaping will also be added throughout the campus.

During construction, the existing treatment campus will remain operational and will only undergo minor interior improvements. The expansion of the campus will take place to the west of the existing treatment campus. Grading will consist of disturbing approximately 13 acres. The vacant land to the north and east of the planned expansion will remain as open space until additional funding is acquired, and future needs are assessed.

Buildings and Facilities

The following new buildings and facilities are to be constructed:

- Adult Substance Use Disorder Residential Treatment Facility building approximately 10,963 square feet with 36 beds
- Adult Withdrawal Management building approximately 8,535 square feet with 24 beds
- Adolescent Substance Use Disorder Residential Treatment Facility building approximately 11,156 square feet with 16 beds
- Adolescent Psychiatric Residential Treatment Facility approximately 14,350 square feet with 16 beds
- Wellness Center approximately 11,675 square feet
- Outpatient Facility approximately 6,894 square feet
- Adult Recovery Residences approximately 10,478 square feet with 52 beds
- The seven buildings would total approximately 76,000 square feet. Overall, the proposed Project would develop the Project Site with an additional 144 additional beds.

Operational Characteristics

The operation of the San Bernardino County Behavioral Health Comprehensive Treatment Campus will be open and staffed 24/7 with shift changes for employees only. The resident intake hours will be normal business hours. The operator of the campus will be available in the administration building. All deliveries to the cafeteria, such as food and supplies, as well as trash pick-up will be through 1-way directional traffic entering and exiting from the main entrance gate on Cobalt Road. Facilities will be managed by a third party.

Parking and Circulation

For traffic and parking assumptions, there will be approximately 160 new stalls split between the Adult Campus in the western portion of the site and the Adolescent Campus in the southern portion of the site, eight of which will be handicapped and van accessible. The existing treatment center in the northwest of the campus has 33 stalls which will be reconfigured. The ingress and egress to the Project Site will be from Cobalt Road through two driveways: the northern driveway will be the primary entrance and exit, while the southern driveway will serve as emergency access only. Currently, the Project Site has an ingress and egress point on Palmdale Road, located to the north and crossing property not owned by the County. During construction, a temporary access road will be established in the northwest portion of the Project Site on Cobalt Road to facilitate entry and exit until the permanent driveways are complete as part of this development.

During construction, vehicles will use a laydown yard in the vacant undeveloped area in the northwest portion of the Project Site. The construction vehicles will enter and exit from a temporary access road off Cobalt Road.

Construction

The expansion and construction of the San Bernardino County Behavioral Health Comprehensive Treatment Campus is expected to begin November 2025. Operations of the new facility are anticipated to begin on April 30, 2027. Construction will follow San Bernardino County guidelines regarding noise and time of construction.

Utilities

- Water – City of Victorville Water District
- Wastewater – Victor Valley Wastewater Reclamation Authority
- Electric Power – Southern California Edison
- Natural Gas – Southwest Gas
- Telecommunication – Frontier

Landscaping

The current vegetation on site is primarily creosote bush – white bursage scrub community throughout the site comprising 22.40 acres of the study area. The proposed Project would develop approximately 13.0 acres of the site, allowing for the surrounding vegetation to stay intact. Western Joshua trees are present on site and will be incorporated into the landscaping and left undisturbed on site. A 50-ft no work buffer as well as avoidance and minimization measures as outlined by the California Department of Fish and Wildlife will be implemented to protect the Western Joshua trees in place. Landscaping will emphasize a connection with nature and include a plant palette of high-desert appropriate trees and shrubs that focus on blending in with the surrounding native vegetation and includes natural features such as decorative bioswales and mounded planting areas through the Project Site. Seasonal plantings and wildlife-attracting species will be arranged throughout the outdoor spaces with denser plantings near buildings that gradually transition into the natural landscape.

Land Use

The Project Site is within the City of Victorville General Plan with the development code of Low Density Residential and is currently designated with the zoning Single Family Residential (R-1). The R-1 zoning district is intended to protect established neighborhoods of single-family dwellings and to provide space for suitable locations for additional developments of this kind, with appropriate community facilities. R-1 districts may be divided into several density categories, and the suffix number shall indicate a minimum lot area in each density class. Single-family residential districts are intended to correlate with the low-density residential designation expressed by the general plan which allows up to five dwelling units per gross residential acre.

The development of the proposed Project is not constrained by the restrictions set forth in the applicable zoning and general plan regulations for the City of Victorville. Since the County possesses ownership of the land, they may exercise plenary authority over entitlements and permitting. Additionally, the County's land use authority is bolstered by the Behavioral Health Continuum Infrastructure Program (BHCIP) authorizing legislation (California Welfare &

Institutions Code, § 5960.3 (a)), which specifies that a project funded by BHCIP grants “shall be deemed consistent and in conformity with any applicable local plan, standard, or requirement, and allowed as a permitted use, within the zone in which the structure is located, and shall not be subject to a conditional use permit, discretionary permit, or to any other discretionary reviews or approvals.”

ADDITIONAL APPROVAL REQUIRED BY OTHER PUBLIC AGENCIES

Federal: None

State of California: None

County of San Bernardino: Land Use Services Department-Building and Safety, Public Health-Environmental Health Services, and Public Works

Regional: Mojave Desert Air Quality Management District

Local: City of Victorville - Traffic

Site Photographs



Photo 1: View of existing buildings within central portion of Project Area.



Photo 2: View of access road in central portion of Project Area.



Photo 3: View along the western boundary of Project Area.



Photo 4: View from the southwestern corner of Project Area.



Photo 5: An additional view from the southwestern corner of Project Area.



Photo 6: View along the southern boundary of the Project Area.

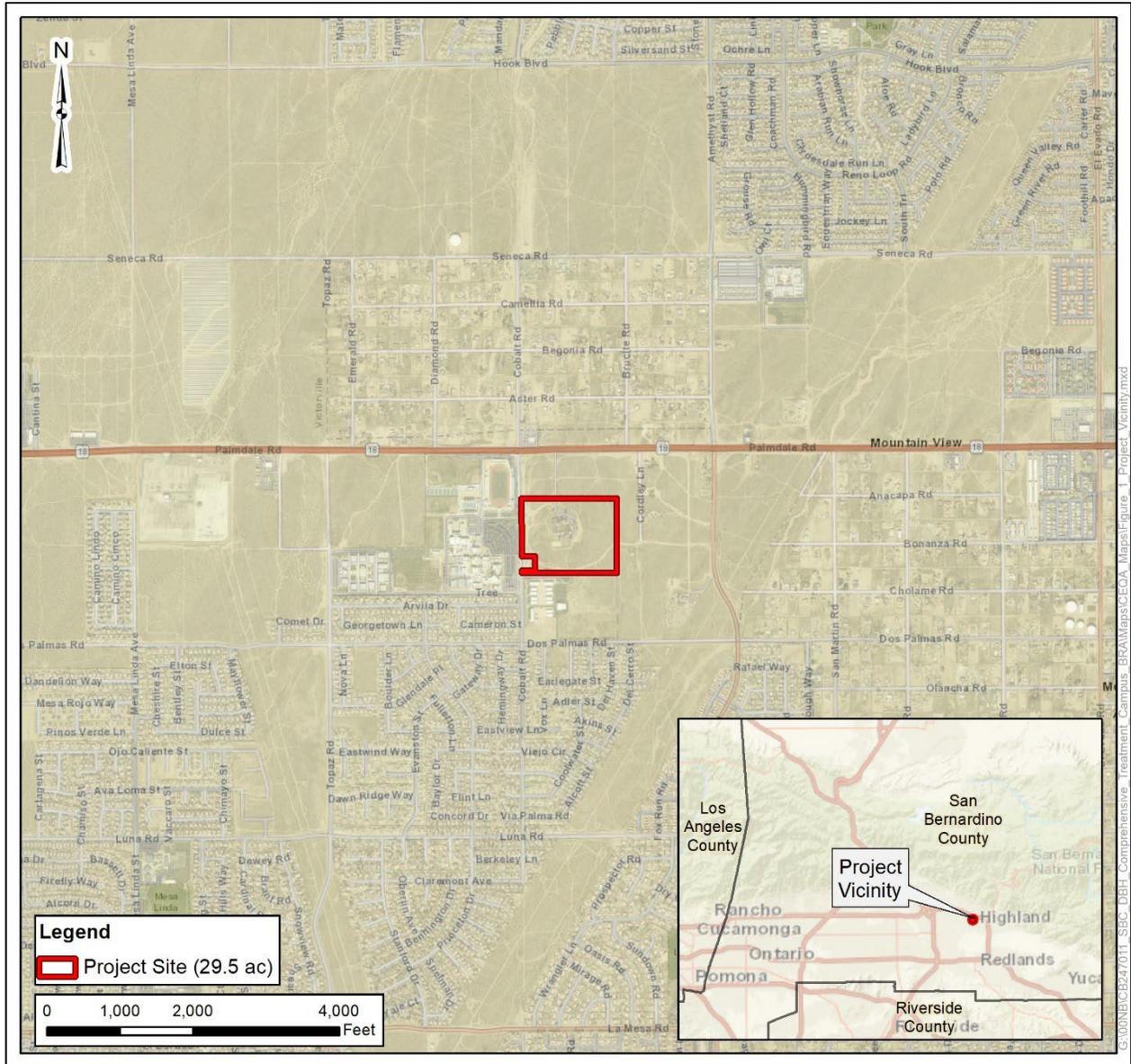


Figure 1. Project Vicinity

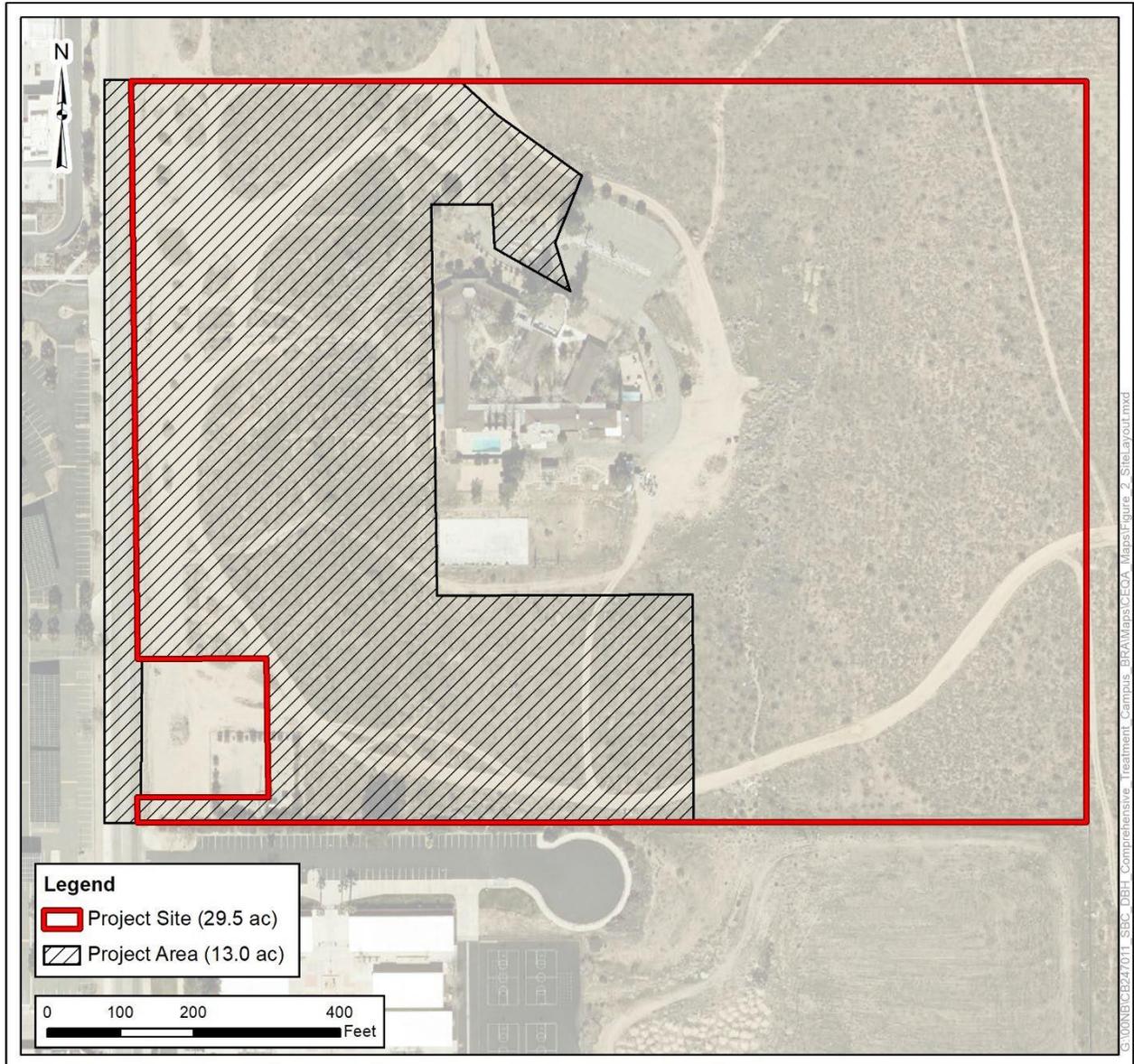


Figure 2. Project Site

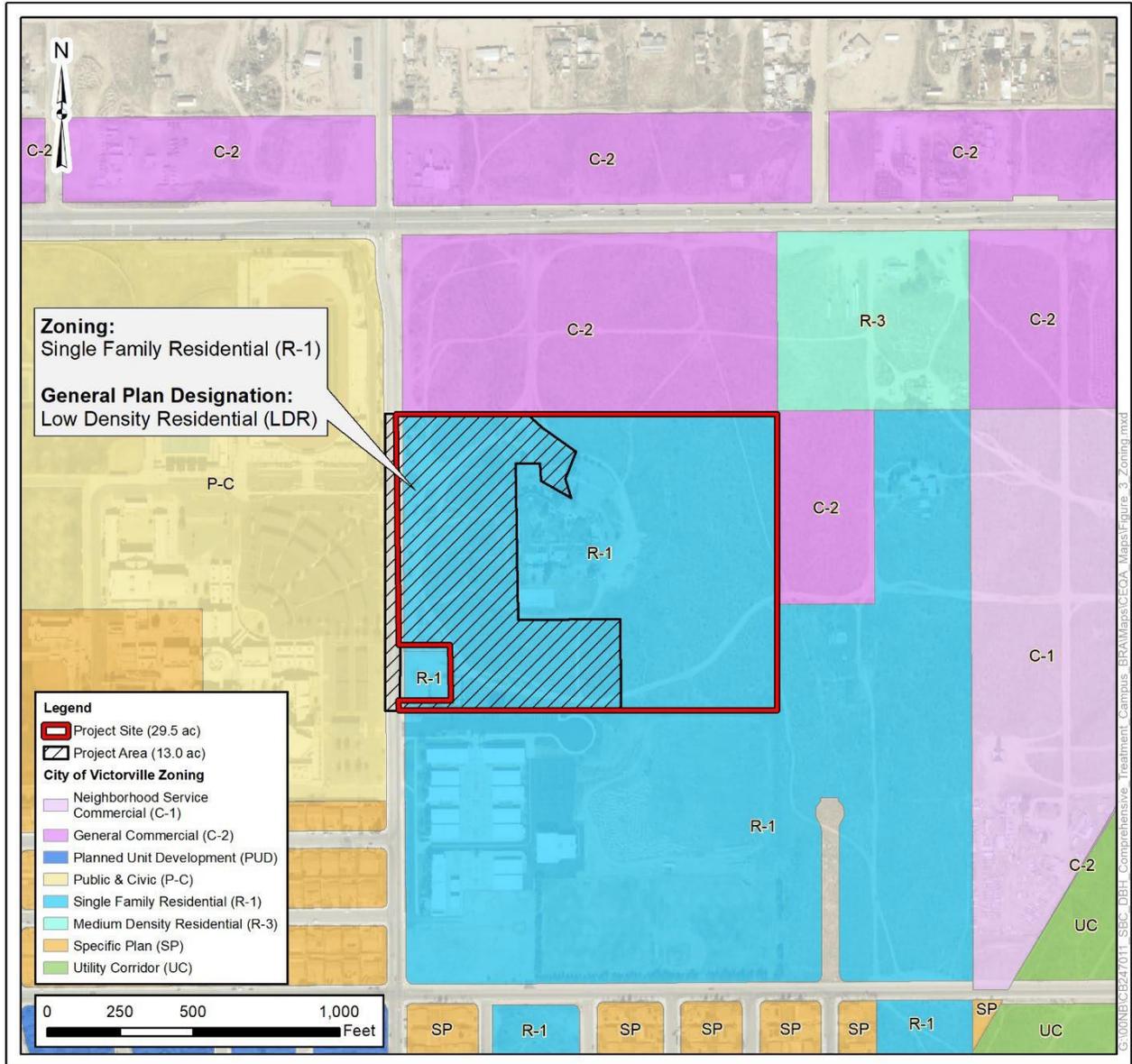


Figure 3. Land Use and Zoning

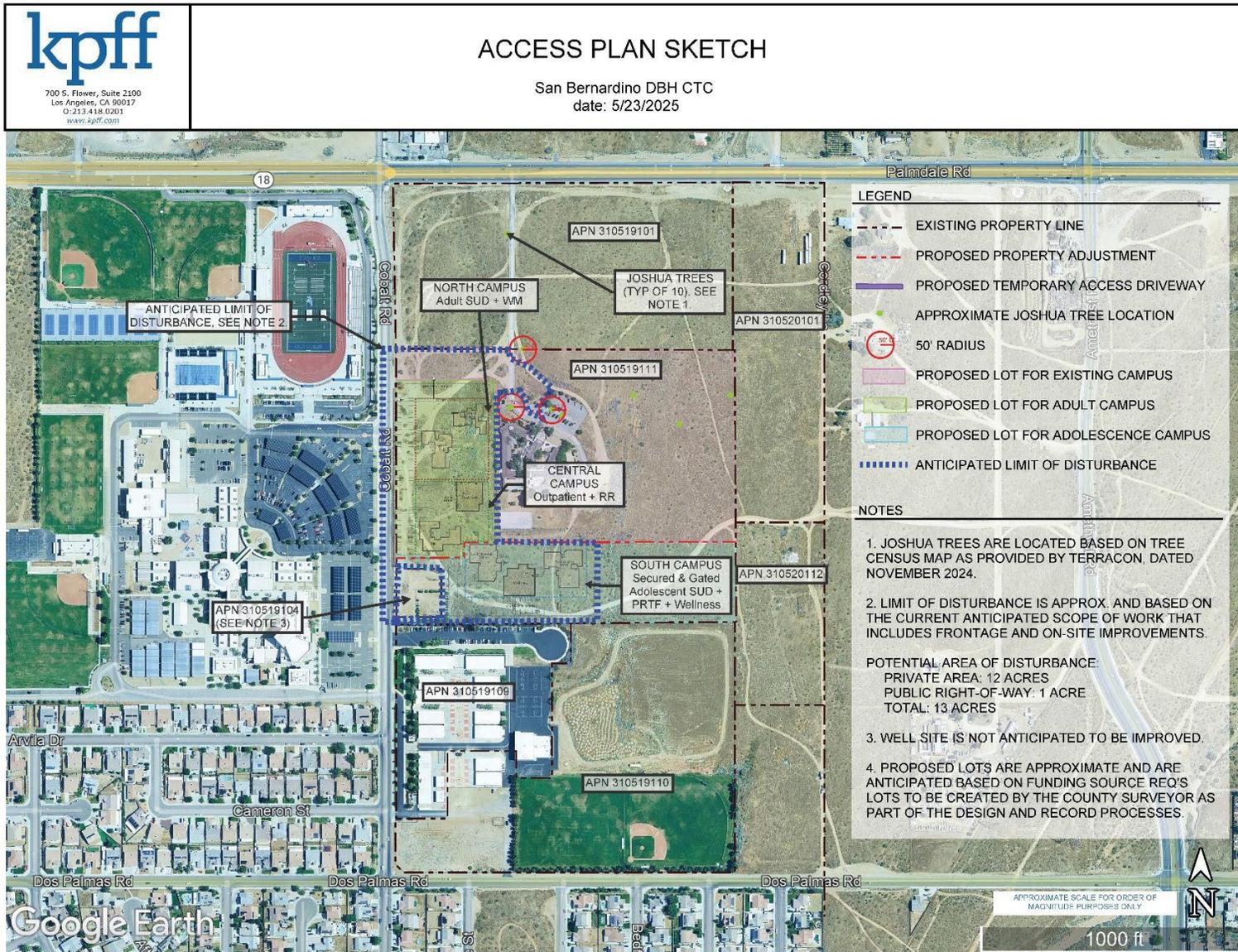
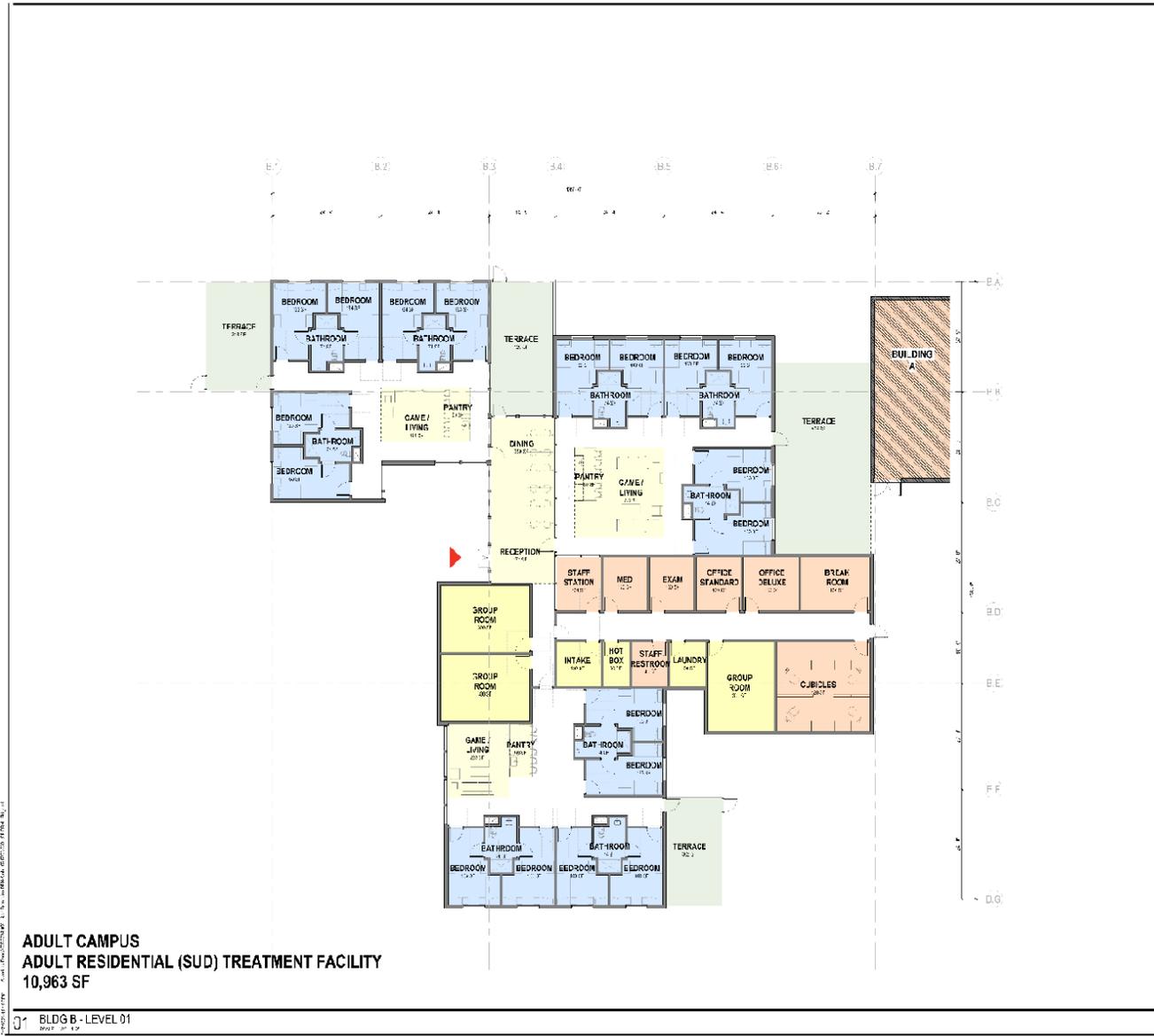


Figure 4. Access Plan Sketch



Figure 6. Withdrawal Management (Building A)



BUILDING B

OCCUPANCY GROUPS
 15551 Paradise Road/Abieville CA 92302
 ASSEMBLY GROUP (A-3)
 BUSINESS GROUP (B)
 RESIDENTIAL (R-21)
 STORAGE (S-2)

Roof Height
 I.O. HIGH POINT +25'-0"

BEDROOM COUNT
 18 BEDROOMS (36 BEDS)

TOTAL GROSS SF

Name	Area
A - ADULT ROOM	18,000.00 SF
B - ADULT BLDG	1,000.00 SF
C - COMMERCIAL	1,000.00 SF
D - OFFICE	1,000.00 SF
E - GROUP ROOM	1,000.00 SF
F - MEETING	1,000.00 SF
G - ADULT RECEPTION	1,000.00 SF
H - ADULT T	1,000.00 SF
TOTAL	24,000.00 SF

NOT FOR CONSTRUCTION

KEY PLAN

PRES-02

Figure 7. Adult SUD Treatment Facility (Building B)

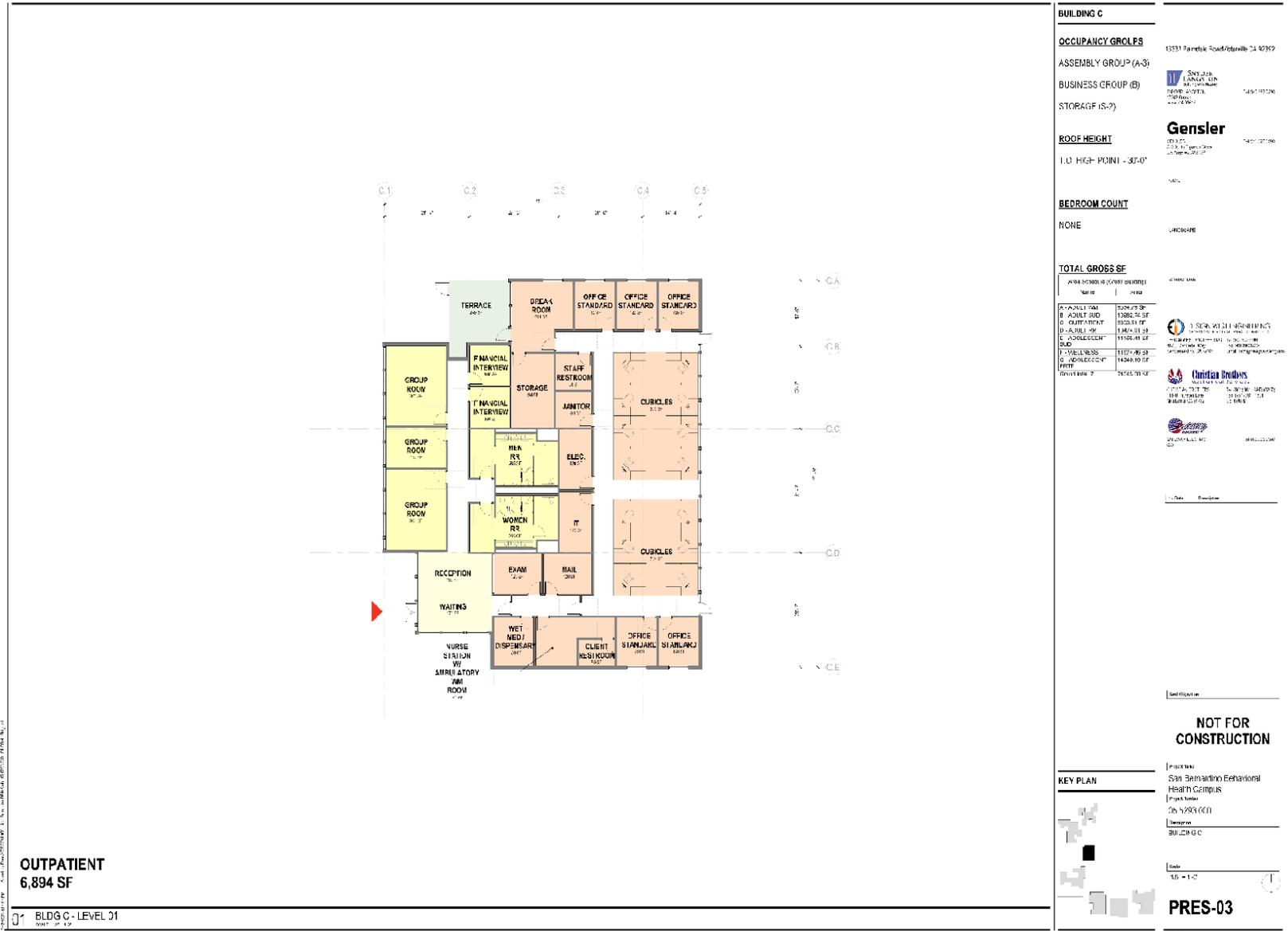


Figure 8. Outpatient (Building C)

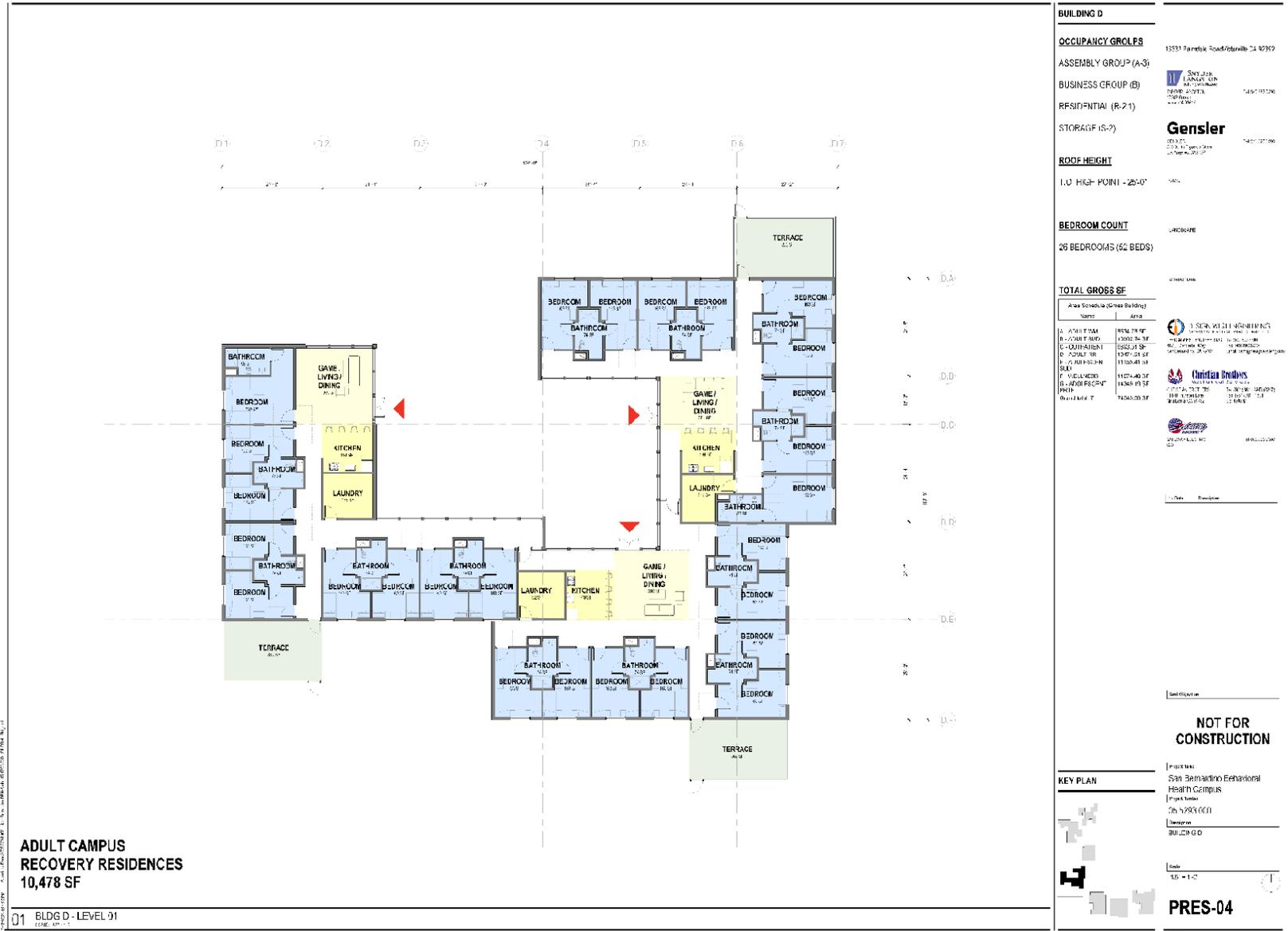


Figure 9. Adult Campus (Building D)

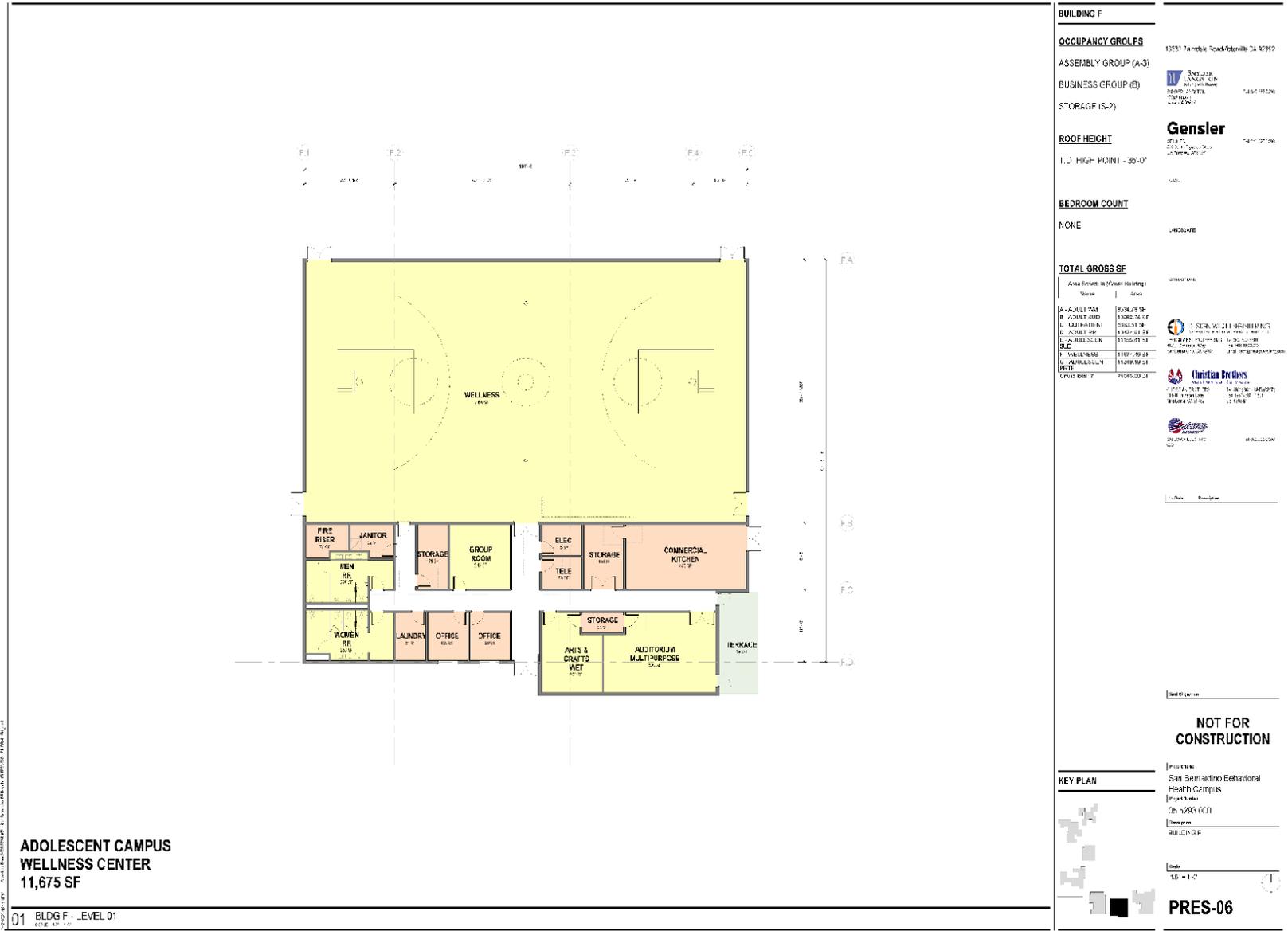


Figure 11. Adolescent Campus (Building F)

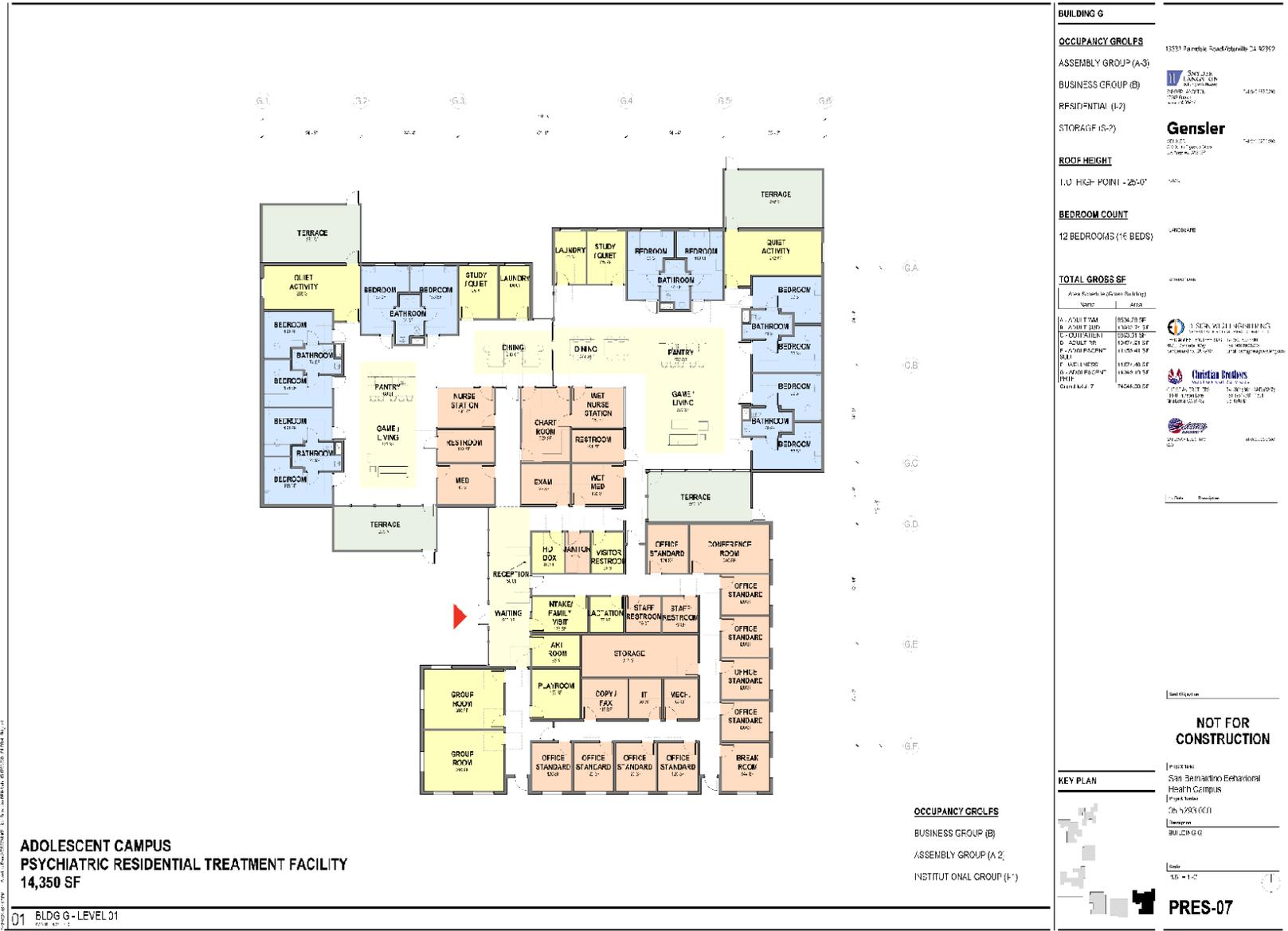


Figure 12. Adolescent Campus (Building G)

CONSULTATION WITH CALIFORNIA NATIVE AMERICAN TRIBES

On June 11, 2025, the County of San Bernardino sent AB 52 notification letters to the following Native American tribal representatives:

- Chemehuevi Indian Tribe
- Morongo Band of Mission Indians
- Native American Heritage Commission
- San Manuel Band of Mission Indians
- Soboba Band of Luiseno Indians
- Twenty-Nine Palms Band of Mission Indians

The 30-day AB 52 notification period ended on July 11, 2025, and Yuhaaviatam of San Manuel Nation and Twenty-Nine Palms Band of Mission Indians acknowledged and responded to the notification letters. Correspondence has been completed with Twenty-Nine Palms Band of Mission Indians and mitigation measures were provided by Yuhaaviatam of San Manuel Nation (see Sections V and XVIII).

EVALUATION FORMAT

This Initial Study is prepared in compliance with the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21000, et seq. and the State CEQA Guidelines (California Code of Regulations Section 15000, et seq.). Specifically, the preparation of an Initial Study is guided by Section 15063 of the State CEQA Guidelines. This format of the study is presented as follows. The project is evaluated based on its effect on 20 major categories of environmental factors. Each factor is reviewed by responding to a series of questions regarding the impact of the project on each element of the overall factor. The Initial Study checklist provides a formatted analysis that provides a determination of the effect of the project on the factor and its elements. The effect of the project is categorized into one of the following four categories of possible determinations:

Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant	No Impact
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Substantiation is then provided to justify each determination. One of the four following conclusions is then provided as a summary of the analysis for each of the major environmental factors.

1. **No Impact:** No impacts are identified or anticipated and no mitigation measures are required.
2. **Less than Significant Impact:** No significant adverse impacts are identified or anticipated and no mitigation measures are required.
3. **Less than Significant Impact with Mitigation Incorporated:** Possible significant adverse impacts have been identified or anticipated and the following mitigation measures are

required as a condition of project approval to reduce these impacts to a level below significant. The required mitigation measures are: (List of mitigation measures)

4. **Potentially Significant Impact:** Significant adverse impacts have been identified or anticipated. An Environmental Impact Report (EIR) is required to evaluate these impacts, which are (List of the impacts requiring analysis within the EIR).

At the end of the analysis the required mitigation measures are restated and categorized as being either self- monitoring or as requiring a Mitigation Monitoring and Reporting Program.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below will be potentially affected by this project, involving at least one impact that is a "Less than Significant with Mitigation Incorporated" as indicated by the checklist on the following pages.

- | | | |
|--|---|--|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Air Quality |
| <input checked="" type="checkbox"/> Biological Resources | <input checked="" type="checkbox"/> Cultural Resources | <input type="checkbox"/> Energy |
| <input checked="" type="checkbox"/> Geology/Soils | <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards & Hazardous Materials |
| <input type="checkbox"/> Hydrology/Water Quality | <input type="checkbox"/> Land Use/Planning | <input type="checkbox"/> Mineral Resources |
| <input type="checkbox"/> Noise | <input type="checkbox"/> Population/Housing | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Recreation | <input type="checkbox"/> Transportation | <input checked="" type="checkbox"/> Tribal Cultural Resources |
| <input type="checkbox"/> Utilities/Service Systems | <input type="checkbox"/> Wildfire | <input checked="" type="checkbox"/> Mandatory Findings of Significance |

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation, the following finding is made:

<input type="checkbox"/>	The proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION shall be prepared.
<input checked="" type="checkbox"/>	Although the proposed project could have a significant effect on the environment, there shall not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION shall be prepared.
<input type="checkbox"/>	The proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
<input type="checkbox"/>	The proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
<input type="checkbox"/>	Although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

 Signature: (prepared by Name , Planner)

 Date

 Signature:(Name , Supervising Planner)

 Date

Issues	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant	No Impact
I. AESTHETICS – Except as provided in Public Resources Code Section 21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare, which will adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SUBSTANTIATION: (Check if project is located within the view-shed of any Scenic Route listed in the General Plan):
Countywide Plan; Submitted Project Materials

a) Have a substantial adverse effect on a scenic vista?

No Impact. The Project Site is located within the City of Victorville, occupying parcels under the ownership of San Bernardino County. Currently, the site provides outpatient behavioral healthcare, and drug and alcohol rehabilitation services. The proposed Project is an expansion of the current facility, St. John of God, and the existing infrastructure would not be impacted by the proposed Project.

The existing six-building complex is centrally located on the Project Site. The immediate vicinity of the site includes two schools, Silverado High School to the west and Larrea Middle School to the south. Flowers Bakery Outlet and vacant land is north of the site, with residential parcels continuing north. Vacant land also borders the site to the south and east, followed by residential parcels continuing east. The Project Site features relatively flat topography, predominantly covered by the natural vegetation community of Creosote Bush – White Bursage Scrub across its landscape. The San Bernardino Countywide Plan does not identify a scenic vista or a scenic highway corridor within the vicinity of the site (County of San Bernardino. 2022).

The proposed Project involves expanding the current facility with construction of new treatment facilities and transitional housing for individuals in recovery under the Behavioral Health Continuum Infrastructure Program and Community Care Expansion program. The Project includes one 36-bed Adult Residential Treatment Facility; one 24-bed Adult Withdrawal Management building; one Outpatient building (contains three group rooms, offices, cubicles, nurses station, examination room, and reception); two 16-bed buildings (Adolescent Residential and Psychiatric Residential Treatment Facility, containing 32 total beds, restroom facilities, staff offices, group rooms, therapy rooms, psychiatrist office, exam room, medicine room, nurse station, dining room, living/game room, conference rooms, and family visiting room); and one Adolescent Wellness Center containing a full-size basketball court, commercial kitchen, group room, arts and crafts room, multipurpose room and offices. Additionally, the CCE facilities will provide 52 beds in one Adult Recovery Residences building. The proposed Project will be adding a total of 144 beds onsite. These facilities will be constructed to the west and south of the existing complex already in operation on site. The buildings planned for the expansion would comply with the maximum height requirement of 35 feet specified by the County's Development Code Section 82.04.060. The Adolescent Wellness Center will be the tallest of the proposed structures at 35 feet. The Outpatient building and Adolescent Residential Treatment Facility will each be 30 feet and the Adult Withdrawal Management building, Adult Residential Treatment Facility, Adult Recovery Residences building, and Adolescent Psychiatric Residential Treatment Facility will all be 25 feet (see Figures 5-12). This design approach preserves local views by ensuring the new structures do not impede existing sightlines. Given this planning and design rationale, the Project is not anticipated to have an adverse impact, and no mitigation measures are required.

- b) *Substantially damage scenic resources, including but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?*

No Impact. The proposed Project would not substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway. The Project Site does not occur within a County or State-designated scenic highway (SBC 2020b). The nearest County Scenic Route or Eligible State Scenic Highway is Historic Route 66, located approximately 6.9 miles northeast of the Project Site. As per Chapter 83.08 of the San Bernardino County Development Code (Section 83.08.030), any existing significant features must be protected and incorporated to the extent feasible. However, the Project Site does not contain any significant features requiring such measures. According to the Cultural Resources Assessment conducted by BCR Consulting on October 25, 2024, one historic period building was identified on-site, however, there are no impacts proposed to the building complex and as such does not warrant further consideration. Therefore, there are no historic buildings registered or eligible for registration with the California Register of Historical Resources within the Project Site. Impacts to cultural resources are further discussed in Section 4.4.

- c) *In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized*

area, would the project conflict with applicable zoning and other regulations governing scenic quality?

Less than Significant Impact. According to the 2020 Census Urban Areas Map, the Project Site occurs within an urbanized area, surrounded by a store to the north; vacant land to the north, south, and east; two schools, Silverado High School and Larrea Middle School to the west and south, respectively; and residential parcels to the north, east, and south beyond the property that immediately borders the site. The Project Site is located within the Desert Region of the County and is designated as Low Density Residential, with a zoning designation of Single Family Residential according to the City of Victorville General Plan.

The site currently provides outpatient behavioral healthcare, and drug and alcohol rehabilitation services. The proposed Project is an expansion of the current facility, St. John of God, and the existing infrastructure would not be impacted by the proposed Project. The expansion is limited to the west and south of the existing facility, avoiding impact to the open space and public views of the remaining undeveloped portions of the site. The expansion of the existing infrastructure and landscaping would use cohesive colors and patterns to not degrade the existing visual character of the site. The landscaping plant palette would include durable shrubs and low-maintenance trees for the high-desert that would help to reduce heat buildup, block strong winds, and improve air quality. The intention is to seamlessly blend into the surrounding environment beyond the property line. The proposed Project would be developed in accordance with applicable development standards for the Desert Region. Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

- d) *Create a new source of substantial light or glare, which will adversely affect day or nighttime views in the area?*

Less than Significant Impact. The proposed Project is subject to Chapter 83.07, "Light Trespass" of the San Bernardino County Code of Ordinances, which sets regulations to reduce direct glare and prevent excessive lighting. Section 83.07.060 for the Desert Region mandates that all outdoor light fixtures be fully shielded and utilize directional lighting. Additionally, automated controls must be implemented, and lighting must comply with the Dark Sky Curfew. To minimize light pollution, fixtures must maintain a color temperature of 3,000 Kelvins or lower.

The proposed San Bernardino County Behavioral Health Comprehensive Treatment Campus will have varying hours of operation depending on the type of service. Outpatient services will operate from 9:00am to 5:00pm, residential treatment services will be 24/7 except on holidays, and the wellness center will operate from 8:00am to 8:00pm. The proposed Project's exterior lighting will comply with the latest edition of the Illuminating Engineering Society of North America Lighting Handbook and the California Code Title 24. External lighting will be placed in locations that is specifically required for safety and security. It will provide emergency exterior egress lighting to adjacent public right of way.

Compliance with County's Development Code standards would ensure that the proposed Project does not introduce a significant new source of light or glare. There

specifications will be finalized during the building permit and inspection phase of development. As a result, potential impacts related to light and glare are expected to be less than significant.

Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

	<i>Issues</i>	<i>Potentially Significant Impact</i>	<i>Less than Significant with Mitigation Incorporated</i>	<i>Less than Significant</i>	<i>No Impact</i>
II.	AGRICULTURE AND FORESTRY RESOURCES - In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:				
a)	Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c)	Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d)	Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e)	Involve other changes in the existing <u>environment which, due to their location or</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

SUBSTANTIATION: (Check if project is located in the Important Farmlands Overlay):

Countywide Plan; California Department of Conservation Farmland Mapping and Monitoring Program; Submitted Project Materials

- a) *Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?*

No Impact. The Project Site is mapped as “Grazing Land” by the California Department of Conservation (DOC 2025). The proposed Project is an expansion on previously developed land that is not mapped as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. Implementation of the proposed Project would not convert farmland into non-agricultural uses.

- b) *Conflict with existing zoning for agricultural use, or a Williamson Act contract?*

No Impact. The parcels included in the Project Site are zoned as “R-1” Single Family Residential. The Project Site does not contain any parcels that are associated with a Williamson Act contract (DOC 2025). Implementation of the proposed Project would not conflict with zoning for agricultural use or a Williamson Act contract.

- c) *Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?*

No Impact. The parcels included in the Project Site are zoned as “R-1” Single Family Residential. The Project Site does not contain any parcels that are associated with timberland or timberland production. Implementation of the proposed Project would not conflict with existing zoning or cause the rezoning of forest land or timberland.

- d) *Result in the loss of forest land or conversion of forest land to non-forest use?*

No Impact. The proposed Project is not located on land zoned for forest or timberland use. Therefore, implementation of the proposed Project would not result in the loss of forest land or conversion of forest land to non-forest use.

- e) *Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?*

No Impact. The proposed Project is located on “Grazing Land”, which is considered agricultural land by the DOC. However, the proposed Project is an expansion of an already existing structure that serves a non-agricultural use. The implementation of the proposed Project would not result in conversion of Farmland, to non-agricultural use, or conversion of forestland to non-forest use.

Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

<i>Issues</i>	<i>Potentially Significant Impact</i>	<i>Less than Significant with Mitigation Incorporated</i>	<i>Less than Significant</i>	<i>No Impact</i>
III. AIR QUALITY - Where available, the significance criteria established by the applicable air quality management district or air pollution control district might be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Result in other emissions (such as those leading to odors adversely affecting a substantial number of people)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SUBSTANTIATION: (Discuss conformity with the Mojave Desert Air Quality Management Plan, if applicable):

Countywide Plan; Submitted Project Materials

a) Conflict with or obstruct implementation of the applicable air quality plan?

Less than Significant Impact. Potential air quality impacts were assessed using the California Emissions Estimator Model (CalEEMod) program (Version 2022.1.1.29) to quantify potential criteria pollutant and greenhouse gas emissions using regional data (e.g., emission factors, trip lengths, meteorology, source inventory, etc.). The analysis included short-term construction and long-term operational emissions associated with the proposed Project. The criteria pollutant and greenhouse gas emission thresholds set by Mojave Desert Air Quality Management District are shown in Table 2.

Table 2. Mojave Desert Air Quality Management District Air Quality Significance Thresholds

Pollutant	Annual Thresholds (tons/year)	Daily Thresholds (pounds/day)
VOC	25	137
NO _x	25	137
CO	100	548
SO _x	25	137
PM ₁₀	15	82
PM _{2.5}	12	65
Lead	0.6	3
Greenhouse Gases (CO ₂ e)	3,000 ⁽¹⁾	548,000

Notes:

1. Threshold set by County of San Bernardino Greenhouse Gas Emissions Reduction Plan

Source: Air Quality Impact Study (Appendix A)

Short-term construction emissions were modeled based on a 19-month period beginning in September 2025 and included site preparation, grading, building, paving, and architectural coating activities (painting). These activities included emissions from off-road equipment, dust from material movement, onsite trucks, workers, vendors, hauling, and painting. Long-term operational emissions were modeled over the life of the Project and included emissions from mobile and area sources. These include consumer product usage, heaters that consume natural gas, gasoline-powered landscape equipment, painting, and motor vehicles.

The proposed Project does not exceed regional emission thresholds set in Mojave Desert Air Quality Management District's Attainment Plan for construction or operation (see Table 3). Therefore, the Project does not conflict with the implementation of an applicable air quality plan and is considered to be less than significant.

Table 3. Estimated Construction and Operational Emissions

Pollutant ⁽¹⁾	Construction Emissions		Operational Emissions	
	Annual Emissions (tons/year)	Daily Emissions (pounds/day)	Annual Emissions (tons/year)	Daily Emissions (pounds/day)
VOC	0.50	12.90	0.48	3.21
NO _x	2.54	31.70	0.27	1.50
CO	3.87	31.60	2.13	16.66
SO _x	0.00	0.05	0.00	0.02
PM ₁₀	0.45	9.26	0.30	1.63
PM _{2.5}	0.19	5.25	0.09	0.45

Note:
 1. Lead is not included in the estimated construction and operational emissions because the proposed Project is not anticipated to emit lead.

Source: CalEEMod Version 2022.1.1.29

- a) *Result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard?*

Less than Significant Impact. An attainment area meets or is cleaner than the national standards for criteria pollutant levels. If an area exceeds these levels, it is considered a non-attainment area. The Mojave Desert Air Basin has been designated by the Environmental Protection Agency as a non-attainment area for ozone (O₃) and suspended particles (PM₁₀), while in attainment with ambient air quality standards for carbon monoxide (CO), lead, sulfur dioxide (SO₂), nitrogen dioxide (NO₂), and particulate matter (PM_{2.5}).

The proposed Project's construction and operational emissions were modeled using the CalEEMod program (Version 2022.1.1.29). The criteria pollutants included in the model were:

- Reactive organic gases (ROGs), a specific form of volatile organic compounds (VOC)
- NO₂ (a specific form of NO_x)
- CO
- SO₂ (a specific form of SO_x)
- PM₁₀
- PM_{2.5}

Both reactive organic gases/volatile organic compounds and nitrous oxides are ozone precursors, which create ground-level ozone when mixed with sunlight (NRCS 2020). Summer and winter seasons and annual emission levels were estimated.

Construction Emissions

Construction emissions are considered short-term and temporary. The construction timeline was modeled to begin in September 2025 and conclude in April 2027, covering the following phases: site preparation, grading, building, paving, and painting. Emissions from these activities result from off-road equipment, dust from material movement, onsite trucks, workers, vendors, hauling, and painting. Daily and annual estimated construction emissions compared to Mojave Desert Air Basin thresholds are shown in Table 4.

The Project will comply with all applicable Mojave Desert Air Quality Management District construction-source emission reduction rules and guidelines and does not exceed Mojave Desert Air Quality Management District's regional thresholds in the construction phase. Therefore, construction emissions are considered less than significant.

Table 4. Comparison of Estimated and Threshold Construction Emissions

Pollutant	Annual Emissions (tons/year)		Daily Emissions (pounds/day)	
	Estimated ¹	Threshold	Estimated ¹	Threshold
VOC	0.50	25	12.90	137
NO _x	2.54	25	31.70	137
CO	3.87	100	31.60	548
SO ₂	0.00	25	0.05	137
PM ₁₀	0.45	15	9.26	82
PM _{2.5}	0.19	12	5.25	65

¹ Source: CalEEMod Version 2022.1.1.29

Operational Emissions

Operational emissions are long-term and occur over the lifetime of the Project. These emissions are from mobile and area sources, which are emissions released from vehicles and equipment that move around and multiple small sources within the Project area, respectively. The model for mobile sources included the additional vehicle miles generated from the proposed Project. The model for area sources included emissions from consumer products, landscape equipment, and painting. Landscape equipment and maintenance can include fuel combustion from land mowers, rototillers, blowers, air compressors, generators, pumps, etc. Daily and annual estimated operational emissions compared to Mojave Desert Air Basin thresholds are shown in Table 5.

The Project does not exceed Mojave Desert Air Quality Management District's regional thresholds in the operational phase. Therefore, operational emissions are considered less than significant.

Table 5. Comparison of Estimated and Threshold Operational Emissions

Pollutant	Annual Emissions (tons/year)		Daily Emissions (pounds/day)	
	Estimated ¹	Threshold	Estimated ¹	Threshold
VOC	0.48	25	3.21	137
NO _x	0.27	25	1.50	137
CO	2.13	100	16.66	548
SO ₂	0.00	25	0.02	137
PM ₁₀	0.30	15	1.63	82
PM _{2.5}	0.09	12	0.45	65

¹ Source: CalEEMod Version 2022.1.1.29

Air quality will be temporarily degraded during construction activities but it is a temporary impact. Project operations would generate criteria pollutant emissions but would not exceed the regional thresholds set by Mojave Desert Air Quality Management District. Therefore, the operation of the Project would not result in a cumulatively considerable net increase for non-attainment of criteria pollutants or ozone precursors. The Project would result in a less than significant cumulative impact.

b) *Expose sensitive receptors to substantial pollutant concentrations?*

Less than Significant Impact. Sensitive receptors refer to any location where individuals of groups more sensitive to air pollution due to their exposure may remain for 24-hours or longer, such as residences, schools, daycare centers, playgrounds, or medical facilities. These sensitive groups include children, the elderly, individuals with acute and/or chronic illnesses, and those with cardio-respiratory diseases.

The nearest existing sensitive receptors to the Project Site are a middle school, located 100-feet to the south, and a high school, located 300-feet to the east. The proposed Project is also considered a sensitive receptor because it is the construction of a behavioral health treatment campus.

Mojave Desert Air Quality Management District recommends avoiding new sensitive land uses within 1,000 feet of a major transportation project (50,000 or more vehicles per day). The proposed Project is located over two miles from the nearest major road, Interstate 15. The proposed Project is not considered a major transportation project as it is only anticipated to generate approximately 359 daily vehicle trips. A project-specific health risk assessment is not required or warranted. The proposed Project would not expose sensitive receptors to substantial pollutant concentrations, therefore, impacts to nearby sensitive receptors are considered to be less than significant.

c) *Result in other emissions (such as those leading to odors adversely affecting a substantial number of people?)*

Less than Significant Impact. Odor emissions from construction may result from construction equipment exhaust and the application of asphalt and paint. Implementing

established requirements for equipment operations, material use, storage, and disposal would minimize odor impacts from construction activities. Additionally, odor emissions from construction activities would be temporary, short-term, and intermittent, and would not cause persistent impacts that would affect a substantial number of people. Therefore, potential odor impacts from construction are considered less than significant.

During the ongoing operation of the Project, odor emissions would primarily come from vehicular emissions and trash storage areas. However, since the Project involves residential use, no significant odor-related impacts are expected during its operation.

Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

<i>Issues</i>	<i>Potentially Significant Impact</i>	<i>Less than Significant with Mitigation Incorporated</i>	<i>Less than Significant</i>	<i>No Impact</i>
IV. BIOLOGICAL RESOURCES - Would the project:				
a) Have substantial adverse effects, either directly or through habitat modifications, on any species identified as a candidate, sensitive or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- | | | | | | |
|----|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| e) | Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) | Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

SUBSTANTIATION: (Check if project is located in the Biological Resources Overlay or contains habitat for any species listed in the California Natural Diversity Database):

Countywide Plan; Submitted Project Materials; Add in Studies here

The implementation of the proposed Project has the potential to impact various special-status species and other biological resources. Terracon Consultants (Terracon) conducted a Biological Assessment (provided as Appendix B) for the Project Site and identified eight special status wildlife species that have low potential to occur (Table 7). Ten (10) western Joshua trees are present in the Study Area but occur outside of the expected area of disturbance (Exhibit 11 of Appendix B). All other special-status species within the vicinity of the Project Area are discussed in the Biological Assessment but are not expected to occur.

- a) *Have substantial adverse effects, either directly or through habitat modifications, on any species identified as a candidate, sensitive or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?*

Less than Significant with Mitigation Incorporated. A General Biological Assessment, dated November 11, 2024, was prepared for the Project Site by Terracon Consultants, Inc. (Appendix B). The Project Site is referenced in the Biological Assessment as the "Study Area" and comprises a 31.9-acre tract of land consisting of an existing withdrawal management and residential facility and undeveloped land.

As part of the environmental process, the California Department of Fish and Wildlife and U.S. Fish and Wildlife Service data sources were reviewed. Following the data review, on-site surveys were conducted on October 16, 2024, during which the biological resources on the site and in the surrounding areas were documented by biologists. As part of the surveys, the Study Area was evaluated for the presence of habitats which may support populations of sensitive wildlife species. Western Joshua tree census surveys were completed on the same site visit on October 16, 2024. Protocol-level desert tortoise, burrowing owl, and Mohave ground squirrel surveys occurred from April to July 2025 (see Table 6).

Table 6. Protocol Level Survey Dates

Common Name	Scientific Name	Date(s) of Survey
desert tortoise	<i>Gopherus agassizii</i>	April 10
burrowing owl	<i>Athene cunicularia</i>	April 10 May 1 May 22 June 16
Mohave ground squirrel	<i>Xerospermophilus mohavensis</i>	March 17-21 May 1-5 June 16-21

The vegetation community of the Study Area is Creosote Bush—White Bursage Scrub (*Larrea tridentata*—*Ambrosia dumosa* Shrubland Alliance, CNPS 2024), consisting primarily of desert scrub species. Vegetation occurring within the Study Area includes Joshua tree (*Yucca brevifolia*), white bursage (*Ambrosia dumosa*), Mediterranean grass (*Schismus barbatus*), oleander (*Nerium oleander*), ephedra (*Ephedra* spp.), California buckwheat (*Eriogonum fasciculatum*), London rocket (*Sisymbrium irio*), compact brome (*Bromus madritensis*), cholla (*Cylindropuntia* spp.), rubber rabbitbrush (*Ericameria nauseosa*), Santa-Rita prickly pear (*Opuntia santa-rita*), sacred datura (*Datura wrightii*), Russian prickly thistle (*Salsola tragus*), cheesebush (*Ambrosia salsola*), wattle (*Acacia* sp.), doveweed (*Croton setiger*), eucalyptus (*Eucalyptus* sp.), Chinese pistache (*Pistacia chinensis*), spotted spurge (*Euphorbia maculata*), golden torch cactus (*Trichocereus spachianus*), California fan palm (*Washingtonia californica*), blue palo verde (*Parkinsonia florida*), mesquite (*Prosopis* sp.), tobacco (*Nicotiana* sp.), olive (*Olea europaea*), century plant (*Agave americana*), single-leaf pinyon (*Pinus monophylla*), paperbag bush (*Scutellaria mexicana*), flatspine bursage (*Ambrosia acanthicarpa*), bud sagebrush (*Artemisia spinescens*), whitemargin sandmat (*Euphorbia albomarginata*), Chinaberry (*Melia azedarach*), and Chinese arborvitae (*Platycladus orientalis*).

There are 26 special-status, California Species of Special Concern, and/or Fully Protected Species that were evaluated for their potential to occur within the Study Area. The special-status species include monarch butterfly (*Danaus plexippus*), Crotch's bumble bee (*Bombus crotchii*), Mohave ground squirrel (*Xerospermophilus mohavensis*), Mohave tui chub (*Siphateles bicolor mohavensis*), Arroyo toad (*Anaxyrus californicus*), California red-legged frog (*Rana draytonii*), desert tortoise (*Gopherus agassizii*), tricolored blackbird (*Agelaius tricolor*), Swainson's hawk (*Buteo swainsoni*), western yellow-billed cuckoo (*Coccyzus americanus occidentalis*), southwestern willow flycatcher (*Empidonax traillii extimus*), and least Bell's vireo (*Vireo bellii pusillus*). The California species listed as Species of Special Concern or Fully Protected that required evaluation Townsend's big-eared bat (*Corynorhinus townsendii*), pallid bat (*Antrozous pallidus*), Mohave river vole (*Microtus californicus mohavensis*), southwestern pond turtle (*Actinemys pallida*), coast horned lizard (*Phrynosoma blainvillii*), long-eared owl

(*Asio otus*), yellow-breasted chat (*Icteria virens*), loggerhead shrike (*Lanius ludovicianus*), summer tanager (*Piranga rubra*), yellow warbler (*Toxostoma lecontei*), Le

Conte's thrasher (*Toxostoma lecontei*), burrowing owl (*Athene cunicularia*), golden eagle (*Aquila chrysaetos*), and gray vireo (*Vireo vicinior*). The migratory bird species that

required evaluation include the California thrasher (*Toxostoma redivivum*), Costa's hummingbird (*Calypte costae*), and Lawrence's goldfinch (*Spinus lawrencei*).

Eight species were identified as having low potential to occur within the Study Area (see Table 7). The remaining 16 species are not expected to be seen within the Study Area because the species were not observed during the biological assessment, no suitable habitat exists within the Study Area, and/or the Study Area is outside the known species range and elevation. Additional analysis for these species is included in Appendix B.

Table 7. Special-Status Species Potentially Occurring within the Study Area

Common Name	Scientific Name	Status	Likelihood of Occurrence
Mammals			
Mohave ground squirrel	<i>Xerospermophilus mohavensis</i>	ST	Low
Mohave river vole	<i>Microtus californicus mohavensis</i>	SSC	Not Expected
pallid bat	<i>Antrozous pallidus</i>	SSC	Low
Townsend's big-eared bat	<i>Corynorhinus townsendii</i>	SSC, BLMS	Not Expected
Fish			
Mohave tui chub	<i>Siphateles bicolor mohavensis</i>	FE, SE, FP	Not Expected
Amphibians			
Arroyo toad	<i>Anaxyrus californicus</i>	FE, SSC	Not Expected
California red-legged frog	<i>Rana draytonii</i>	FT, SSC	Not Expected
Reptiles			
coast horned lizard	<i>Phrynosoma blainvillii</i>	SSC, BLMS	Not Expected
desert tortoise	<i>Gopherus agassizii</i>	FT, ST	Low
southwestern pond turtle	<i>Actinemys pallida</i>	PT, SSC	Not Expected
Birds			
burrowing owl	<i>Athene cunicularia</i>	SSC, BLMS	Low
golden eagle	<i>Aquila chrysaetos</i>	FP, BLMS	Low
gray vireo	<i>Vireo vicinior</i>	SSC	Not Expected
least Bell's vireo	<i>Vireo bellii pusillus</i>	FE, SE	Not Expected

Le Conte's thrasher	<i>Toxostoma lecontei</i>	SSC, BLMS	Low
loggerhead shrike	<i>Lanius ludovicianus</i>	SSC	Low
long-eared owl	<i>Asio otus</i>	SSC	Not Expected
southwestern willow flycatcher	<i>Empidonax traillii extimus</i>	FE, SE	Not Expected
summer tanager	<i>Piranga rubra</i>	SSC	Not Expected
Swainson's hawk	<i>Buteo swainsoni</i>	ST	Low
tricolored blackbird	<i>Agelaius tricolor</i>	ST, SSC	Not Expected
western yellow-billed cuckoo	<i>Coccyzus americanus occidentalis</i>	FT, SE	Not Expected
yellow-breasted chat	<i>Icteria virens</i>	SSC	Not Expected
yellow warbler	<i>Toxostoma lecontei</i>	SSC	Not Expected

Source: Biological Resources Assessment (Appendix B)

BLMS = Bureau of Land Management Sensitive

FC = Federal Candidate

FE = Federally listed as Endangered

FP = CDFW designated "Fully Protected"

FT = Federally listed as Threatened

SC = State Candidate

SE = State-listed as Endangered

SSC = CDFW designated "Species of Special Concern"

ST = State-listed as Threatened

Federal and State Listed Species

The following two special-status species were found to have low potential to occur within the Study Area after protocol-level surveys were conducted to determine presence on the Project Site. Protocol-level surveys resulted in no evidence of either species or signs of presence of either species.

Desert tortoise:

The desert tortoise is found in the Mojave and Colorado-Sonoran Desert in creosote scrub, cactus scrub, shadscale scrub, Joshua tree woodlands, Sonoran Desert Scrub, seaside scrub thornbush, and Sinaloan deciduous forest plant communities (Grover & DeFalco 1995). This species uses burrows for shelter against extreme temperatures in dry, gravelly soil beneath creosote bushes or other large desert scrub shrubs (CDPR 2024). The Study Area contains desert scrub, specifically creosote bush—white bursage scrub, and contains burrows throughout. The vegetation and burrows within the Study Area are appropriate habitat for this species. Additionally, one large burrow with potential for harboring desert tortoise was observed in the western portion of the Study Area.

The CNDDDB contains multiple occurrences of desert tortoise approximately 2.3 miles to the north, 4.5 miles to the northeast, and 6.3 miles to the north and northeast (Occurrence No. 51, 2007; No. 1003, 2018; No. 68, 2005; and 142,

2008; respectively). The San Bernardino County Biotic Resources Overlay shows the Study Area to be in a sparse population area for desert tortoise.

However, the DRECP Habitat Model shows the Study Area to be within predicted range of this species (CBI 2014).

Although these recorded occurrences are not within the immediate vicinity of the Study Area, the vegetation and burrows present within the Study Area provide suitable habitat for this species and the Study Area is within a sparse population area and within predicted habitat of this species, and therefore, the desert tortoise had a moderate potential to occur within the Study Area.

Due to moderate potential of desert tortoise occurrence on-site, a protocol-level survey in accordance with United States Fish and Wildlife Service's Clearance Survey Protocol for the Mojave Desert Tortoise (USFWS 2019) was conducted on April 10, 2025. Additionally, surveyors looked for signs of desert tortoise when they returned to the site on May 1, May 22, and June 16, 2025, to conduct surveys for another species. No evidence, including live desert tortoise, scat, carcasses, eggshells, or Class 1-3 burrows, was observed during the survey (see Appendix B). Therefore, the desert tortoise has low potential to occur within the Study Area.

Mohave ground squirrel:

The Mohave ground squirrel is found only in the western Mojave Desert of California, found from the area of Palmdale and Victorville in the south to Owens Lake in the North (Leitner 2008). Optimal habitats for this species include open desert scrub, alkali desert scrub, Joshua tree woodlands, and annual grasslands, burrowing at the bases of shrubs for cover (Johnson 2019). The CNDDDB contains multiple recorded occurrences of this species within the vicinity of the Study Area approximately 4.7 miles to the northwest, 4.2 miles to the southwest, 1.6 miles to the south, and 4.5 miles to the northeast (Occurrence No. 372, 2011; No. 318, 2005; No. 11, 1977; and 47, 1919; respectively). The Study Area contains open desert scrub habitat with many small mammal burrows, which provides suitable habitat for this species. Therefore, the Mohave ground squirrel had a moderate potential to occur within the Study Area.

Due to moderate potential of Mohave ground squirrel occurrence on-site, a protocol-level surveys in accordance with California Department of Fish and Wildlife's *Mohave Ground Squirrel Survey Guidelines* (CDFW 2023) were conducted on March 17–21, May 1–5, and June 16–21, 2025. No evidence, including Mohave ground squirrel (live or photographed), vocalizations, or scat, was observed during the surveys (see Appendix B). Therefore, the Mohave ground squirrel has low potential to occur within the Study Area.

Mitigation Measures BIO-1 and BIO-2 shall be implemented to ensure that no impacts to individuals of desert tortoise or Mohave ground squirrel occur.

The following three special-status species have a low potential to occur within the Study Area:

Crotch's bumblebee:

Crotch's bumble bee has been reported through the CNDDDB and there is one recorded occurrence approximately 12.7 miles to the northeast of the Study Area (Occurrence No. 171, 1944). Although there are no recent occurrences of this species within the vicinity, the Study Area contains desert scrub, specifically creosote bush-white bursage scrub within the Mojave Desert, which provides suitable habitat for this species of bee (Hatfield and Jepsen 2021). Additionally, the typical food-plant species for this bee include *Asclepias*, *Chaenactis*, *Medicago*, *Phacelia*, *Salvia*, *Clarkia*, *Eriogonum*, *Lupinus*, *Papaver*, etc. (IUCN 2024 & LPF 2013). *Eriogonum fasciculatum* was observed within the Study Area and may provide this species with forage, however, its cover is very sparse and therefore, the Crotch's bumble bee has a low potential to occur within the Study Area.

Monarch butterfly:

The Study Area is located in the migratory path of the monarch butterfly, however, no *Asclepias* species were observed within the Study Area, and will likely not make use of the Study Area to breed. The Study Area contains a wide variety of flowering plant species that may provide a nectar food source for this species during its migration. If present, the monarch butterfly would likely be for a short period of time (Reppert & Roode 2018). Therefore, the monarch butterfly has a low potential to occur within the Study Area.

Swainson's Hawk:

Swainson's hawk is adapted to open grasslands and often nests near riparian habitats but will also use trees near agricultural fields or pastures and roadside trees adjacent to suitable foraging habitat (CDFW 2024). This species is a migratory bird that breeds in North America and overwinters in South America (Kochert et al. 2011). The Study Area is located in the migratory path of this hawk and has potential to provide foraging ground along its migration. Therefore, Swainson's hawk has a low potential to occur within the Study Area.

Mitigation Measures BIO-1 and BIO-3 shall be implemented to ensure that no impacts to individuals of Crotch's bumblebee, monarch butterfly, or Swainson's hawk will occur.

Species of Special Concern

The following special-status species have moderate potential to occur within the Study Area:

Burrowing owl:

The burrowing owl is a diminutive owl species that inhabits arid, open regions with sparse vegetation in the western part of North America. Its preferred environments encompass grasslands, rangelands, and agricultural areas, but it can also be found in fallow fields or vacant lots within urbanized areas (Polite 1999). These owls depend on pre-existing burrows made by other animals, particularly ground squirrels, which they adapt for their own shelter.

The CNDDDB contains many recorded occurrences within the vicinity of the Study Area approximately 0.5 miles and 1.2 miles southwest, 0.8 miles and 2.1 miles northwest, 1.6 miles and 1.8 miles northeast (Occurrence No. 672, 2004; No. 645, 2004; No. 828, 2009; No. 736; 2006; No. 803, 2007; and 1607, 2007; respectively). The San Bernardin County Biotic Resources Overlay shows the Study Area to be in an area of burrowing owl habitat, and the DRECP shows the Study Area to be within the predicted habitat of this species (CBI 2013).

The Study Area contains many burrows, some of which are large enough to support burrowing owls during nesting season. Additionally, the Study Area is located within predicted and modeled habitat for this species. Therefore, the burrowing owl had a moderate potential to occur within the Study Area.

Due to moderate potential of burrowing owl occurrence on-site, a protocol-level survey in accordance with California Department of Fish and Wildlife's Staff Report on Burrowing Owl Mitigation (State of California Natural Resources Agency, Department of Fish and Game, 2012) were conducted on April 10, May 1, May 22, and June 16, 2025. No evidence of occupancy by burrowing owls, including burrowing owls, pellets, prey remains, whitewash, or decoration, was observed during the surveys (see Appendix B). Therefore, the burrowing owl has low potential to occur within the Study Area.

Mitigation Measure BIO-1 shall be implemented to ensure that no impacts to individuals of burrowing owl will occur.

The following four special-status species have low potential to occur within the Study Area:

Golden eagle:

The golden eagle can be found in a wide range of habitats including tundra, grasslands, intermittent forests and woodlands to arid deserts and canyons (USFWS 2024). When found in deserts, this species typically uses areas with sparse vegetation. This species nests on cliffs and large trees in open areas (Polite & Pratt 2001). The CNDDDB contains one recorded occurrence within the vicinity of the Study Area approximately 4.7 miles to the northeast (Occurrence No. 317, 1927). The Study Area is located in the Mojave Desert and contains desert scrub with areas of sparse vegetation, which may provide suitable foraging habitat for this species. However, the Study Area does not contain appropriate nesting habitat for this species, and therefore, if present the golden eagle would likely only use the site for short periods of time. Therefore, the golden eagle has a low potential to occur within the Study Area.

Le Conte's thrasher:

Le Conte's thrasher primarily occurs in open desert washes, desert scrub, alkali desert scrub, and desert succulent shrub habitats along with Joshua tree habitat

with scattered shrubs (Dobkin & Granholm 2005). This thrasher uses scattered desert shrubs and cactus for cover, primarily *Atriplex* and *Cholla* species. The CNDDDB contains multiple recorded occurrences of this species within the vicinity

of the Study Area approximately 2.1 miles north, 4.7 miles and 5.4 miles to the northeast, and 6.9 miles to the southeast (Occurrence No. 259, 1990; No. 252, 2017; No. 21, 1921; and No. 17, 1917; respectively). The Study Area contains desert scrub and Joshua trees are present throughout, providing suitable habitat for this species. Therefore, Le Conte's thrasher has a low potential to occur within the Study Area.

Loggerhead Shrike:

The loggerhead shrike is found in a wide range of habitats including open-canopied valley foothill hardwood and hardwood-conifer, valley foothill riparian, pinyon juniper, juniper, desert riparian, and Joshua tree woodlands (Granholm 1996). This species nests on branches of shrubs or trees, requiring dense foliage for cover (Miller 1931). The CNDDDB contains multiple recorded occurrences within the vicinity of the Study Area approximately 2 miles to the north, 3.9 miles to the southwest, 5.2 miles to the northeast, and 6.2 miles to the east (Occurrence No. 56, 2005; No. 53, 2007; No. 54, 2006; and No. 55, 2006; respectively). The Study Area consists primarily of desert scrub and contains multiple Joshua trees throughout, which may provide suitable foraging habitat, however it is unlikely that nesting individuals would occur within the Study Area. Therefore, the loggerhead shrike has a low potential to occur within the Study Area.

Pallid bat:

The pallid bat occupies a wide range of habitats including grasslands, shrublands, woodlands, and forests, and most commonly found in open, dry habitats with rocky areas for roosting (Harris 1998). Roosting habitat for this species typically consists of caves, crevices, mines, hollow trees, and buildings, however, trees with exfoliating bark, cracks, and other crevices, along with palm trees have been known to be used as roosting habitat (Byrnes 2022 & Sabiston 2018). The CNDDDB contains one recorded occurrence of this species approximately 6.9 miles to the southeast of the Study Area (Occurrence No. 429, 2016). The Study Area contains California fan palms, which have a low potential to support roosting pallid bats. Additionally, the desert scrub vegetation within the Study Area provides suitable foraging habitat. Therefore, the pallid bat has a low potential to occur within the Study Area.

Mitigation Measure BIO-3 shall be implemented to ensure that no impacts to individuals of golden eagle, loggerhead shrike, or pallid bat will occur.

Protected Plants

Based on the database review of IPaC, CNDDDB, and CNPS, Terracon did not identify special-status or protected plant species that required evaluation for potential to occur in the Study Area. Western Joshua Trees are present on the property but are located outside the Project footprint, with a 50-foot buffer.

Birds

Nesting birds are protected under the Migratory Bird Treaty Act and California Fish and Game Codes 3503, 3503.5, 3513. Avian species observed during the field investigations included house finch (*Haemorhous mexicanus*) and common raven (*Corvus corax*).

Mitigation Measure BIO-3 shall be implemented to ensure no impacts to nesting birds occur.

- b) *Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?*

No Impact. The Project Site is primarily characterized by creosote bush—white bursage scrub, which is not considered a sensitive natural community. Additionally, the site does not contain riparian vegetation (see Appendix B). Therefore, the proposed Project would result in no impact.

- c) *Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?*

No Impact. Most of the dominant species present throughout the Project Site are classified with an indicator status of either *Facultative Upland* or *Upland*. A site reconnaissance survey identified two hydrology indicators in the western and southern portions of the site, a drainage feature and an upland swale, respectively. However, these features were nearly unvegetated, with the sparse vegetation present being characteristic of desert scrub. Neither hydrological feature maintains a permanent surface water connection to navigable water and is therefore unlikely to be federally jurisdictional. Furthermore, the National Wetland Inventory (NWI) does not identify any wetland features within or near the Project Site. Therefore, the site does not contain any state or federally protected wetlands, and the Project will result in no impact.

- d) *Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?*

No Impact. The Project Site is not located in a California Essential Habitat Connectivity (CEHC) area, with the nearest CEHC location approximately 13 miles to the south (Appendix B). As a result, the Project would not interfere substantially with the movement of any native resident, migratory fish, or wildlife species; disrupt established native resident or migratory wildlife corridors; or impede the use of native wildlife nursery sites.

- e) *Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?*

No Impact. The proposed Project is subject to additional regulations under San Bernardino County's policies and ordinances regarding impacts to Western Joshua Trees, which are protected under Sections 88.01.050 and 88.01.060 of the County's Development Code aimed at conserving desert resources. In the Desert Region, the

County requires that any Joshua trees proposed for removal must be transplanted or stockpiled for future transplanting whenever possible.

There are ten Joshua trees on the property; however, none are located within the proposed Project footprint. The footprint is more than 50 feet away from all Joshua trees on the property, and no Project activities will occur near them. Therefore, the proposed Project would not have an impact, and no mitigation measures are required. If Project activities occur within 50 feet of a Joshua tree, **Mitigation Measure BIO-4** shall be implemented.

- f) *Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan?*

No Impact. The Project Site is within the West Mohave Plan (WMP) area on land owned and managed by the County of San Bernardino. As part of the WMP, the County has incorporated conservation measures into its land-use planning and permitting processes for projects within the plan area. The Project will fully comply with the established WMP measures, as well as relevant local policies and ordinances. Therefore, no significant impacts are anticipated.

Mitigation Measures

Mitigation Measure BIO-1

Prior to Project activities within the Study Area, a qualified biologist shall initiate a Worker Environmental Awareness Program (WEAP) designed to educate on-site workers about critical environmental concerns associated with the Project. This training shall be mandatory for on-site personnel. It shall be administered on the first day of work, before Project activities commence. This training shall place particular emphasis on educating participants about the protected species that may potentially be present within the Study Area, including but not limited to the desert tortoise, burrowing owl, Mohave ground squirrel, other potentially occurring special-status species, and nesting birds.

The program shall include the following elements:

- A presentation, either developed by a qualified biologist or in consultation with one, which shall address the sensitive biological resources that may be present within the Study Area. It shall also elucidate the rationale behind safeguarding these resources and the consequences of non-compliance.
- Brochures or booklets that contain written descriptions, photographs of protected species, and a comprehensive list of site rules related to the protection of biological resources. These materials shall be distributed to all participants in the WEAP.
- Contact information for the project's biological monitor, along with clear instructions for participants to contact the monitor with inquiries concerning the WEAP presentation or booklets.

- An acknowledgement form that each worker is required to sign, confirming their receipt of WEAP training and their commitment to adhere to the rules aimed at preserving biological resources.

The client shall bear the responsibility for ensuring all on-site personnel receive the WEAP training throughout the entire Project. A training log shall be maintained within the Study Area by the general contractor and signed by on-site personnel immediately after WEAP training to document compliance with this requirement.

Mitigation Measure BIO-2

To avoid impacts to nesting birds associated with the proposed Project, initial construction related to ground disturbing activities shall occur outside of the avian nesting season (January through September). If construction and construction noise occur within this avian nesting season, all suitable habitats within 100 feet of the Project Site shall be surveyed for the presence of nests by a qualified biologist no more than five (5) days before commencement of any vegetation removal or other ground disturbing. If it is determined that the Project Site is occupied by nesting birds, protective measures shall be implemented as described below.

If pre-construction nesting bird surveys result in the location of active nests, no grading, vegetation removal, or heavy equipment activity shall take place within 300 feet of non-raptor nests and 500 feet of raptor nests, or as determined by a qualified biologist. Protective measures (e.g., sampling) shall be required to ensure compliance with the California Fish and Game Code requirements. The qualified biologist shall serve as a construction monitor during those periods when construction activities occur near active nest areas to ensure that no inadvertent impacts occur. A report of the findings, prepared by a qualified biologist, shall be submitted to San Bernardino County prior to construction-related activities that have the potential to disturb any active nests during the nesting season.

These surveys shall provide avoidance to impacts to Swainson's hawk, loggerhead shrike, and Le Conte's thrasher. These species are not likely to nest within the Project Site; however, they may use portions of the Project Site temporarily to forage. In the event of a nest observation, during pre-construction nesting bird surveys, the minimization measures described above shall be followed.

Mitigation Measure BIO-3

In the event of an observation of an active nest, Swainson's hawk, loggerhead shrike, Le Conte's thrasher and/or any other species-status species, a qualified biologist shall be designated as the biological monitor. This monitor shall be required to be on-site at all times during activities involving vegetation clearance or ground disturbance. Their primary responsibility shall be to ensure that potential impacts to biological resources are either avoided or minimized to the greatest extent possible.

Once the Project approaches a phase where it is determined by the biological monitor that biological resources are no longer present, as determined by their expertise, they may request a reduction or discontinuation of biological monitoring in that specific area.

The biological monitor shall be vested with the authority to halt specific Project activities if they suspect violations of avoidance or minimization measures or if there are concerns about compliance with local, state, or federal laws. This authority is essential for the protection of biological resources and adherence to regulatory requirements.

Mitigation Measure BIO-4

Ten (10) western Joshua trees are present in the Study Area, located more than 50 feet outside of the expected area of disturbance. If project activities impact any western Joshua trees within 50 feet, mitigation measures and an Incidental Take Permit will be required. The California Department of Fish Wildlife will be contacted to discuss specific mitigation measures and issuance of the permit.

Regarding the Western Joshua Tree Conservation Act, the Project is located in an area that is subject to standard western Joshua tree removal fees. The Western Joshua Tree Conservation Act mitigation fees for the Project are classified into three categories based upon the height of the western Joshua tree as follows:

- Trees 5 meters (16.4 feet) or greater - \$2,544.75
- Trees 1 meter (3.28 feet) or greater but less than 5 meters - \$509
- Trees less than 1 meter - \$346

With the implementation of the above mitigation measures in addition to compliance with the law, the proposed project would have a less than significant potential to impact biological resources.

<i>Issues</i>	<i>Potentially Significant Impact</i>	<i>Less than Significant with Mitigation Incorporated</i>	<i>Less than Significant</i>	<i>No Impact</i>
V. CULTURAL RESOURCES - Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Disturb any human remains, including those outside of formal cemeteries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SUBSTANTIATION: (Check if the project is located in the Cultural or Palaeontologic Resources overlays or cite results of cultural resource review):
San

Countywide Plan; Cultural Historical Resources Information System (CHRIS), South Central Coast Information Center, California State University, Fullerton; Submitted Project Materials

- a) *Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?*

Less than Significant Impact with Mitigation Incorporated. A Cultural Resources Assessment was conducted by BCR Consulting LLC, on October 25, 2024. The report is included in Appendix C of this Initial Study and is summarized below.

A records search was procured from the South Central Coastal Information Center (SCCIC) to identify any previously recorded archaeological and historic-era resources within the Project Site and to determine the types of resources that might occur. The records search provided by the SCCIC revealed that 12 Cultural Resource studies have been conducted within a one-mile radius of the Project Site. The Project Site has not been subject to previous cultural resources assessment and no cultural resources have been previously identified within the site boundaries. During the field survey, one historic-period resource was identified that will be subject to project-related impacts. This resource is a wooden utility pole constructed within the general context of the pre-World War II development of Victorville.

For a property to be eligible for inclusion on the California Register, one or more of the following criteria must be met:

1. It is associated with the events that have made a significant contribution to the broad patterns of local or regional history, or the cultural heritage of California or the U.S.;
2. It is associated with the lives of persons important to local, California, or U.S. history;
3. It embodies the distinctive characteristics of a type, period, region, or method of construction, represents the work of a master, possesses high artistic values; and/or
4. It has yielded, or has the potential to yield, information important to the prehistory or history of the local area, California, or the nation.

The wooden utility pole is not eligible under any of the four criteria for listing on the California Register of Historical Resources, and as such is not recommended as a historical resource under CEQA. The project site also encompasses a historic-period building complex occupied by the St. John of God rehabilitation facility. No impacts to the building complex are proposed and as such it does not warrant further consideration. Based on these results, no significant impact related to historical resources is anticipated.

Although the current study has not indicated sensitivity for cultural resources (historical or archaeological) within the Project boundaries, ground-disturbing activities have the potential to reveal buried deposits not observed on the surface during previous surveys. For this reason, **Mitigation Measures CR-1** and **CR-2** are applicable. With the implementation of **Mitigation Measures CR-1** and **CR-2**, impacts to cultural resources would be less than significant.

- b) *Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?*

Less than Significant Impact with Mitigation Incorporated. A Cultural Resources Records Search was conducted at the South-Central Coastal Information Center at California State University, Fullerton, that concluded that there have been 12 cultural resources studies completed resulting in two historic-period cultural resources within one mile of the Project Site. Tasks completed within the scope of the records search included additional research, intensive-level pedestrian cultural resources survey, Sacred Lands File Search with the Native American Heritage Commission, and a paleontological resources overview, performed in partial fulfillment of CEQA requirements.

Mitigation measures would be required upon risk of disturbing unique archaeological resources. Non-unique archaeological resources that qualify as tribal cultural resources would additionally require further consideration into significant impacts. Impacts to tribal cultural resources are discussed in Section XVIII: Tribal Cultural Resources. Public Resources Code Section 21083.2(g) defines a unique archaeological resource as an archaeological artifact, object, or site about which it can be clearly demonstrated that without merely adding to the current body of knowledge, there is a high probability that it meets any of the following criteria:

- 1) Contains information needed to answer important scientific research questions and that there is a demonstrable public interest in that information;
- 2) Has a special and particular quality such as being the oldest of its type or the best available example of its type; and/or
- 3) Is directly associated with a scientifically recognized important prehistoric or historic event or person.

Although no significant archeological deposits were present on the proposed Project Site, ground-disturbing activities have the potential to reveal buried deposits not observed on the surface during field surveys. For this reason, **Mitigation Measures CR-1** and **CR-2** are applicable. With implementation of **Mitigation Measures CR-1** and **CR-2**, impacts to archaeological resources would be less than significant.

- c) *Disturb any human remains, including those outside of formal cemeteries?*

Less than Significant Impact with Mitigation Incorporated. The Cultural Resources Record Search and Cultural Resources Assessment did not indicate that the Project Site has ever been used as a formal or informal cemetery. However, this does not

eliminate the possibility of discovering human remains on the Project Site. In the unexpected event human remains are encountered during Project implementation, pursuant to State Health and Safety Code Section 7050.5, Project activities shall cease, and steps taken to ensure the integrity of the area so that no further disturbance would occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner must determine if the remains are Native American and, in confirming so, would have to notify the Native American Heritage Commission within 24 hours so that the Native American Heritage Commission can determine and notify a Most Likely Descendant. Impacts to human remains would be less than significant with incorporation of **Mitigation Measure CR-3**.

Mitigation Measures

Mitigation Measure CR-1: Cultural Resource Discovery and Coordination with Tribes

In the event that cultural resources are discovered during Project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work on the other portions of the Project outside of the buffered area may continue during this assessment period. Additionally, the Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed within **Mitigation Measure TCR-1**, regarding any pre-contact and/or historic-era finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input with regards to significance and treatment.

Mitigation Measure CR-2: Monitoring and Treatment Plan

If significant pre-contact and/or historic-era 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, the drafts of which shall be provided to YSMN for review and comment, as detailed within **Mitigation Measure TCR-1**. The archaeologist shall monitor the remainder of the Project and implement the Plan accordingly.

Mitigation Measure CR-3: Unplanned Discovery of Remains

If human remains or funerary objects are encountered during any activities associated with the Project, the State of California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. In the event of an unanticipated discovery of human remains, the work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be notified immediately. If the human remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission, which will determine and notify a most likely descendant. The most likely descendant shall

complete the inspection of the site and provide recommendations for treatment to the landowner within 48 hours of being granted access.

Implementation of **Mitigation Measures CR-1, CR-2, and CR-3** would reduce potentially significant impacts of the proposed Project associated with Cultural Resources to less than significant.

With the implementation of the above mitigation measures in addition to compliance with the law, the proposed project would have a less than significant potential to disturb any human remains, including those interred outside of formal cemeteries.

<i>Issues</i>	<i>Potentially Significant Impact</i>	<i>Less than Significant with Mitigation Incorporated</i>	<i>Less than Significant</i>	<i>No Impact</i>
VI. ENERGY – Would the project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SUBSTANTIATION: Countywide Plan; Submitted Materials

- a) *Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?*

Less than Significant Impact.

Construction

During the construction phase, the Project would consume electricity and fossil fuels as a single energy demand for site preparation, grading, building construction, paving, and painting. The electricity and fuel consumption for these activities would cease after construction is complete. The equipment used over the 19-month construction period would conform to California Air Resource Board (CARB) regulations and California emission standards, meeting expected fuel efficiencies. The CARB Airborne Toxic Control Measure limits idling time of construction vehicles to no more than five minutes,

thereby minimizing unnecessary and wasteful consumption of fuel due to unproductive idling of construction equipment. Additionally, the Project has been designed in compliance with California’s Energy Efficiency Standards and 2022 CALGreen Standards. The Project would require the typical use of energy resources; there are no unusual Project characteristics or construction processes that would require the use of equipment that would be more energy intensive than is used for comparable activities

or equipment that would not conform to current emission standards and related fuel efficiencies.

Operation

During operations, the Project would involve transportation and facility energy demands. Transportation energy demand would result from employee and patron vehicles accessing the site (trip generation). Trip generation produced by the Project is consistent with other similar residential uses of similar scale and configuration as reflected on the traffic assessment for the Project (see Appendix G). The Project would not have uses or operations that would inherently result in excessive and wasteful vehicle trips, nor associated excess and wasteful vehicle energy consumption. Facility energy demand would result from energy consumption from building operations and site maintenance activities. The estimated increase in both electricity and natural gas demand from the proposed Project is insignificant compared to the demand of the residential sector of San Bernardino County in 2022 (see Table 8).

Table 8. Comparison of Proposed Project and County Facility Energy Demand

	Electricity Demand (kWh/year)	Natural Gas Demand (therms/year)
Proposed Project	786,423 ⁽¹⁾	15,230 ⁽¹⁾
San Bernardino County (residential sector)	6,302,000 ⁽²⁾	267,000,000 ⁽³⁾

Sources:

1. CalEEMod Version 2022.1.1.29
2. California Energy Commission, Electricity Consumption by County.
<https://ecdms.energy.ca.gov/elecbycounty.aspx>
3. California Energy Commission, Gas Consumption by County.
<http://ecdms.energy.ca.gov/gasbycounty.aspx>

Therefore, the Project would not result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during Project construction or operation.

- b) *Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?*

Less Than Significant Impact. Regarding federal transportation regulations, the Project Site is in an area that is already developed and access to and from the site would be from existing roads. The Project would not interfere with or otherwise obstruct

intermodal transportation plans or projects that may be proposed pursuant to the Intermodal Surface Transportation Efficiency Act (ISTEA) because Southern California Association of Governments (SCAG) is not planning for intermodal facilities in the Project area.

Regarding energy plans and efficiency standards, the Project is required to comply with the California Green Building Standard Code requirements for energy efficient buildings

and appliances as well as utility energy efficiency programs implemented by Southern California Edison (SCE) and Southern California Gas Company.

Additionally, for renewable energy, the Project would be required to meet or exceed the energy standards established in the California Green Building Standards Code, Title 24, Part 11 (CALGreen). Regarding energy efficiency, CALGreen requires new buildings to employ building commissioning to increase building system efficiencies and install low pollutant-emitting finish materials.

The proposed Project would not conflict with or obstruct state or local plans for renewable energy or energy efficiently. Therefore, the Project's impact is considered less than significant.

Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

	<i>Issues</i>	<i>Potentially Significant Impact</i>	<i>Less than Significant with Mitigation Incorporated</i>	<i>Less than Significant</i>	<i>No Impact</i>
VII.	GEOLOGY AND SOILS - Would the project:				

a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map Issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

ii. Strong seismic ground shaking?

iii. Seismic-related ground failure, including liquefaction?

iv. Landslides?

b) Result in substantial soil erosion or the loss of topsoil?

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in

on or off site landslide, lateral spreading, subsidence, liquefaction or collapse?

- | | | | | |
|--|--------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

SUBSTANTIATION: (Check if project is located in the Geologic Hazards Overlay District): **Countywide Plan; Submitted Project Materials**

Countywide Plan; Submitted Project Materials

- a) *Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:*

i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map Issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42

No Impact. According to the California Seismic Hazards Program data, provided by the California Department of Conservation, in addition to the Geotechnical Engineering Report (Appendix D), the Project is not located within an Alquist Priolo Earthquake Fault Zone and would not result in a significant impact related to the exposure of people or structures to seismic related hazards. The nearest mapped faults include the Ord Mountains fault zone, located approximately 12.5 miles east of the Project Site, the Helendale fault located approximately 15 miles north of the Project Site, and the San Andreas fault located approximately 16.25 miles south of the Project Site (SBC 2020a).

ii) Strong seismic ground shaking?

Less than Significant Impact. The Project Site, while not positioned within a designated earthquake fault zone, is in a seismically active region of southern California. Although the Project Site may experience ground shaking during a local

earthquake, neither the location of the Project nor the Project's components would unnecessarily expose structures or people to seismic hazards.

The Project would be designed and constructed in accordance with the seismic design criteria outlined in the California Building Code. This includes ensuring that all improvements are capable of withstanding anticipated ground shaking from regional

fault sources. A licensed geotechnical engineer would be required to design Project components to meet these seismic standards as outlined in Appendix D. Construction activities would follow the specifications, procedures, and site maintenance requirements detailed in the final design plans, which must incorporate the seismic recommendations of a California-registered professional geotechnical engineer in compliance with the California Building Code (Appendix D). The County Building Division would review and approve the final structural design and conduct follow-up inspections. To ensure full compliance, the final design requirements would be provided to both the on-site construction supervisor and the County Building Inspector.

iii) Seismic-related ground failure, including liquefaction?

No Impact. As shown on the San Bernardino County Land Use Plan Geologic Hazard Overlays Map, the Project Site and surrounding area is not located within a Liquefaction Zone. Additionally, the subsurface conditions at the site are not conducive to liquefaction. Groundwater was not encountered within the upper 50 feet of the subsurface and the underlying materials encountered consisted of silty sand, sand, and silt with varying amounts of silt, sand, and gravel interbedded with layers of clay with varying amounts of sand and silt (Appendix D). The heterogeneous mix of silt, sand, and clay further disrupts the uniform conditions typically needed for liquefaction to occur as the cohesive clay layers, gravel, and interbedded materials limit pore pressure buildup and reduce the potential for sudden strength loss thus no impacts related to liquefaction are anticipated throughout the Project.

iv) Landslides?

No Impact. Landslides and slope failure can result from ground motion generated by earthquakes; however, the Project Site is not mapped within a Landslide Zone. As shown on the San Bernardino County Land Use Plan Geologic Hazard Overlays Map, the Project Site and surrounding area is not located within an area susceptible to landslides. Further, the Project Site is located in a generally flat area surrounded by existing development and vacant land, with no steep slopes in the vicinity. Therefore, there would be no impact from landslides on the Project.

b) *Result in substantial soil erosion or the loss of topsoil?*

Less than Significant Impact. The proposed Project is located on a relatively flat, undeveloped area of desert land with a well-developed topsoil layer. Construction activities such as site clearance, excavation, grading, and paving would disturb the ground surface, potentially increasing the risk of soil erosion and topsoil loss, particularly during heavy wind or rainfall events. However, the Project would be designed and implemented in compliance with all applicable State and local regulations related to erosion control, including San Bernardino County Development Code Chapter

85.11.030, which requires the use of standard erosion and sediment control measures for all construction activities.

To prevent erosion and minimize soil disturbance, a comprehensive set of construction-phase plans would be developed and implemented, including a Stormwater Pollution Prevention Plan (SWPPP), a Wind Erosion Prevention Plan, a Water Quality

Management Plan (WQMP), and a Dust Control Plan. These plans would be monitored and enforced by the site superintendent and a Qualified SWPPP Practitioner (QSP) for the Stormwater Pollution Prevention Plan to ensure compliance and effectiveness throughout the duration of construction. Best Management Practices identified in the SWPPP would include measures such as diverting surface runoff away from excavated areas, preventing drainage over the face of temporary slopes, and using sandbags or similar devices to protect slope faces during rain events.

Additionally, temporary slopes created during grading or trenching activities would be stabilized and managed to prevent erosion. Following construction, the Project Site would be developed with a combination of impervious surfaces (e.g., paving and building footprints) and landscaped areas, which would reduce the amount of exposed soil and further minimize the potential for erosion. With implementation of these required measures, the potential for significant soil erosion or loss of topsoil during both the construction and operational phases of the Project would be reduced to less than significant levels, and no additional mitigation would be necessary.

- c) *Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on or off site landslide, lateral spreading, subsidence, liquefaction or collapse?*

Less Than Significant Impact. As discussed above, the Geotechnical Report concluded that the Project Site has low potential for liquefaction due to the subsurface conditions not meeting typical liquefaction characteristics. See Impact 6.6-1(iii) for details. Results from the Geotechnical report also determined that the relative density of the soils at the Project Site varied from loose to very dense and the near-surface soils have low plasticity. Expansion Index testing conducted on soil samples within the Geotechnical Report indicated the soils have very low expansion potential. The estimated total seismic settlement would be approximately one inch. The Project is located in a generally flat area with no steep slopes on or near the Project Site, therefore the likelihood of on- or off-site landslide is low.

The proposed Project Site is underlain by alluvial fan deposits from the Pleistocene epoch, which are not considered unstable. The Project Site is not within an area prone to liquefaction, subsidence, or expansive soils (Appendix D). Development of the Project would not destabilize the underlying geology or create geologic hazards. As such, the Project would not result in impacts related to geologic instability.

- d) *Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?*

No Impact. The Countywide Plan Draft Environmental Impact Report identifies the Desert Regions of San Bernardino County as generally containing low to moderately

expansive soils. At the Project Site, subsurface conditions are characterized by Pleistocene-age alluvial deposits, specifically mapped as Qof2 (Older Alluvial Fan Deposits, Unit 2) (USGS 2024). A detailed geotechnical investigation conducted for the Project (Appendix D) confirms that the near-surface soils at the site primarily consist of silty sand, sand, and silt, with varying amounts of interbedded gravel and clay. The clay

layers observed were limited in extent and contained varying proportions of sand and silt, which contribute to reduced plasticity and overall low expansiveness.

Based on laboratory testing and engineering classification of the materials, the soils are categorized as non-expansive. This is significant because expansive soils typically contain high-plasticity clays that swell when wet and shrink when dry, potentially causing damage to foundations, slabs, and other structural elements. However, the minimal presence of such clay-rich materials in the soil profile at this site indicates that the potential for volumetric soil movement due to moisture changes is very low.

As a result, the Project Site is not located on expansive soils that would pose a substantial direct or indirect risk to life or property. Therefore, no special design considerations or mitigation measures related to expansive soils are warranted for the proposed development.

- e) *Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?*

Less Than Significant Impact. The proposed Project will not use septic tanks or alternative wastewater disposal systems, as the existing facility is currently connected to the municipal sewer system, and the proposed design includes connecting all new facilities to this same system. The design-build team is currently in the process of obtaining a “will-serve” letter from the local utility provider for sewer service for the expanded facilities. During the construction phase, the Project would not require a septic system, as sanitary waste would be managed using portable toilets. The number of portable units would be adjusted based on the anticipated number of on-site personnel, which is expected to vary throughout the construction period and would not warrant installation of permanent sanitary facilities. All waste from the portable toilets would be transported to an off-site facility that is properly permitted and equipped to handle and dispose of sanitary waste. In the unlikely event that municipal sewer capacity is not available for the operational phase, the site’s flat topography and sandy soil conditions are favorable for the use of a septic system. However, since neither the construction nor operational phases would require the installation of a septic system under current plans, and soil conditions are not a limiting factor, no impacts related to the adequacy of soils to support septic tanks or alternative wastewater disposal systems are anticipated.

- f) *Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?*

Less than Significant Impact with Mitigation Incorporated. The geologic units underlying the proposed Project Site are composed of alluvial fan deposits from the Pleistocene epoch (Hernandez, Brown, and Cox 2008). Pleistocene alluvial units are considered to be highly paleontologically sensitive and excavation activity associated with the development of the Project area would impact these units. Any fossil specimen from the Project Site would be scientifically significant. Impacts to unique paleontological resources or sites or unique geologic features would be less than significant with incorporation of **Mitigation Measure GEO-1**.

Mitigation Measures

Mitigation Measure GEO-1

Prior to the initiation of ground-disturbing activities, a Paleontological Resource Mitigation Program (PRMP) shall be developed and implemented to address potential impacts to paleontological resources. The PRMP shall include the following components:

1. Preconstruction Preparation:

- A qualified professional paleontologist shall prepare a PRMP outlining monitoring protocols, fossil recovery methods, and reporting requirements.
- Construction personnel shall receive training on the recognition of paleontological resources and the procedures to follow if resources are encountered.

2. Monitoring:

- Paleontological monitoring would take place based on requirements of the PRMP

3. Fossil Salvage and Documentation:

- If fossils are discovered, the paleontological monitor shall halt work in the immediate area, recover and document the specimens consistent with the PRMP.

4. Curation and Reporting:

- All recovered fossils shall be cleaned, stabilized, identified, and curated at an accredited institution, such as a natural history museum or university repository, for permanent preservation and scientific study.
- A final mitigation report shall be prepared and submitted to the lead agency and repository institution consistent with the PRMP. The report shall summarize all paleontological activities, findings, and methods.

5. Unanticipated Discoveries:

- If unanticipated paleontological resources are discovered outside of identified sensitive areas, work shall stop in the vicinity of the discovery until the paleontologist evaluates the significance of the find and determines the appropriate course of action.

Implementation of **Mitigation Measure GEO-1** would reduce potentially significant impacts of the proposed Project associated with Paleontological Resources to less than significant.

<i>Issues</i>	<i>Potentially Significant Impact</i>	<i>Less than Significant with Mitigation Incorporated</i>	<i>Less than Significant</i>	<i>No Impact</i>
VIII. GREENHOUSE GAS EMISSIONS – Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

***SUBSTANTIATION:
 Countywide Plan; Submitted Project Materials***

- a) *Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?*

Less than Significant Impact. The Southern California Air Quality Management District (SCAQMD) prepared *Interim CEQA GHG Significance Threshold for Stationary Sources, Rules and Plans*, which includes the recommendation to amortize construction emissions over the lifetime of a project (assumed to be 30-years). Amortization is the process of spreading out the emissions produced during construction over the life of the project. These amortized construction emissions are then added to the operational emissions to estimate both daily and yearly emissions, allowing for comparison against the threshold of significance.

According to the threshold of significance, a cumulative global climate change impact would occur if the greenhouse gas emissions produced from the proposed Project exceeded the County of San Bernardino Greenhouse Gas Emissions Reduction Plan threshold of 3,000 metric tons of carbon dioxide equivalent (CO₂e) per year or MDAQMD’s daily GHG threshold of 548,000 pounds of CO₂e per day. The proposed Project would not exceed the daily or annual greenhouse gas emissions thresholds and would have a less than significant impact (see Table 9).

Table 9. Comparison of Estimated and Threshold Greenhouse Gas Emissions

	Annual Emissions (MT CO₂e/year)	Daily Emissions (lbs. CO₂e /day)
Estimated ¹ (Opening Year)	748.06	14,356.5
Mojave Desert Air Quality Management District Threshold	3,000	548,000

Sources:

1. CalEEMod Version 2022.1.1.29

- b) *Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?*

Less Than Significant Impact. The *County of San Bernardino Greenhouse Gas Emissions Reduction Plan (Plan)* states that “all development projects, including those otherwise determined to be exempt from CEQA will be subject to applicable Development Code provisions, included the [greenhouse gas emissions] performance standards, and state requirements, such as the California Building Code requirements for energy efficiency. With the application of [greenhouse gas emissions] performance standards, projects that are exempt from CEQA and small projects that do not exceed 3,000 MT CO₂e per year will be considered to be consistent with the Plan and determined to have less than significant individual and cumulative impact for [greenhouse gas emissions].”

The Project’s total estimated emissions do not exceed the County’s screening threshold of 3,000 MT CO₂e per year. Therefore, the Project is consistent with the Plan, pursuant to Section 15183.5 of the State CEQA Guidelines. The proposed Project will not result in substantial emissions of greenhouse gases and will not conflict with the Green County initiatives.

Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

<i>Issues</i>	<i>Potentially Significant Impact</i>	<i>Less than Significant with Mitigation Incorporated</i>	<i>Less than Significant</i>	<i>No Impact</i>
IX. HAZARDS AND HAZARDOUS MATERIALS – Would the project:				

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Create a significant hazard to the public or the environment through reasonably foreseeable | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

upset and accident conditions involving the release of hazardous materials into the environment?

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

SUBSTANTIATION:

Countywide Plan; Submitted Project Materials

- a) *Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?*

Less than Significant Impact. During construction, small quantities of hazardous or potentially hazardous materials may be routinely used on-site to operate and maintain construction equipment and vehicles. These materials may include adhesives, solvents, paints, thinners, gasoline, diesel fuel, lubricants, and other petroleum-based products. By complying with Cal/OSHA regulations with proper labeling, storage, and handling of the hazardous materials, potential health risks to workers will be reduced. To mitigate the risk of accidental releases that would expose works and contaminate soil and stormwater runoff, a permitted and licensed service provider will oversee the removal of hazardous materials. All handling, transportation, use, and disposal of these materials will strictly adhere to applicable federal, state, and local regulations. The Project will comply with all relevant federal, state, and local regulations regarding the accidental release of hazardous materials during construction, including Health and Safety Code Section 2550.

During operations, the proposed Project would likely involve the handling and storage of household cleaning supplies to support the upkeep of the residential and treatment buildings. Additionally, the treatment facilities may generate and temporarily store medical, pharmaceutical, and biohazardous waste, which would be managed in compliance with all applicable regulations and transported by registered hazardous or medical waste transporters. Adherence to all relevant Federal, State, and local regulations regarding hazardous material storage and use will ensure no substantial hazards to the public or the environment.

- b) *Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?*

Less than Significant Impact. While there is potential for accidents during transportation to and from the Project Site and during construction activities, it is not anticipated that such incidents would lead to the release of hazardous materials in a manner that would pose significant hazard to the public or environment. On-site storage and use of large quantities of hazardous materials capable of affecting soil and groundwater are not proposed. However, during construction some hazardous materials, like hydraulic fluids, adhesives, paints and finishes, fuel, solvents, and cleaners, would be used. Any regulated waste generated during this process would be stored and disposed of in accordance with applicable regulations.

Limited quantities of cleaning and maintenance supplies typical of maintaining a residential facility will be used and stored on the Project Site. Additionally, the proposed Adolescent and Psychiatric Residential Treatment Facility and the Withdrawal Management building may generate and temporarily store hazardous medical, pharmaceutical, and biohazardous waste. These substances would be required to be stored according to applicable regulations and transported by registered hazardous or medical waste transporters. These regulations include using proper storage containers for each chemical, keeping containers closed or covered, labeling storage containers, adhering to storage time limits, and employing secondary containment when necessary. These measures would be expected to minimize the potential for accidents that could lead to significant hazards.

The potential for accidents or upsets associated with the proposed Project to create a significant hazard to the public or environment is considered less than significant when complying with applicable hazardous substance and waste regulations.

- c) *Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?*

Less than Significant Impact. There are two existing schools, Silverado High School and Larrea Middle School, that are within one-quarter mile of the Project Site. However, emissions from the proposed Project's construction and operation are anticipated to be minimal, like those typically expected from residential activities. Additionally, the proposed buildings would be required to comply with the current code and Title 24 standards to reduce environmental impact. As discussed above, hazardous substances and waste associated with the Project's proposed construction and operation would be

handled and stored following applicable regulations to minimize the potential for emissions and spills. Based on the information above, the potential impacts are considered less than significant.

- d) *Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?*

No Impact. The proposed Project is not located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. The Department of Toxic Substances Control's EnviroStor database did not indicate any Federal Superfund, State Response, Voluntary Cleanup, School Cleanup, Tiered Permit, or Corrective Action cases mapped at the Project Site. The State Water Resources Control Board's GeoTracker database did not list any Leaking Underground Storage Tank (LUST) Cleanup, Cleanup Program, Military Cleanup, Military Underground Storage Tank (UST), or Land Disposal cases mapped at the Project Site. Terracon's 2023 Phase I, which included a review of standard regulatory agency databases, indicated one Recognized Environmental Condition (REC) at the Project site. A Limited Site Investigation (LSI) was conducted to evaluate subsurface conditions associated with the identified Recognized Environmental Condition. The Limited Site Investigation did not find any significantly impacted soil or soil gas and no additional investigation was warranted. Based on this information, the Project Site would not create a significant hazard to the public or the environment.

- e) *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?*

No Impact. The Project Site is not located within an airport land use plan or within two miles of a public airport or public use airport, so no safety hazard or excessive noise impact would affect residents or workers at the Project Site.

- f) *Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?*

Less than Significant Impact. The City of Victorville's Safety Element outlines emergency response actions, including designated shelters and safety facilities such as schools, fire stations, police stations, and Casualty Collection Points (City of Victorville 2022). Two schools bordering the Project Site, Silverado High School and Larrea Middle School (formerly Cobalt Middle School as listed in the plan), are identified in the plan as alternate shelters to be used as needed, depending on the severity of the disaster.

The City's Evacuation Analysis designated Highway 18 (Palmdale Road) as an outbound evacuation route for emergencies such as wildfires in the southern part of the city, as well as floods and earthquakes (City of Victorville 2022). Although Highway 18 forms the northern boundary of the Project Site, site access would be via Cobalt Road. The proposed Project does not require any offsite improvements to support its operations. As a result, the evacuation route would not be impacted.

While the site borders two alternate shelter locations and an evacuation route, the proposed Project is not expected to impair or interfere with an adopted emergency response or emergency evacuation plan. Therefore, impacts are considered less than significant.

- g) *Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?*

Less than Significant Impact. The Project Site consists mostly of vacant land, except for the existing structures in the center. Apart from the two neighboring schools, the Project Site is surrounded by sparse residential, commercial, and vacant land. The Project would not be designed to significantly change elements of the landscape that would increase the risk of wildfire, such as fuel load, slope, or wind patterns.

Terracon reviewed the California Public Utility Commission’s Utilities Fire Threat Areas Map using the GIS web app viewer. The map identifies areas where there is an increased utility-associated wildfire risk. Based on this map, the Project Site is not located in a utility fire threat area. Additionally, according to the City General Plan maps, the Project Site is located within a moderate fire hazard severity zone. This designation is based off the probability of an area burning and the expected fire behavior.

The proposed Project would not expose Project occupants or structures to a significant risk of loss, injury, or death involving wildland fires, and the impact is considered less than significant.

Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

<i>Issues</i>	<i>Potentially Significant Impact</i>	<i>Less than Significant with Mitigation Incorporated</i>	<i>Less than Significant</i>	<i>No Impact</i>
X. HYDROLOGY AND WATER QUALITY - Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				

i.	result in substantial erosion or siltation on- or off-site;	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii.	substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or offsite;	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii.	create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of runoff; or	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv.	impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d)	In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e)	Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUBSTANTIATION:

Countywide Plan; Submitted Project Materials

- a) *Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?*

Less than Significant Impact. The California State Water Resources Control Board (SWRCB) oversees water quality protection throughout the state. To regulate stormwater pollution statewide, the SWRCB has issued the National Pollutant Discharge Elimination System (NPDES) General Permit. The administration of this permit is delegated to Regional Water Quality Control Boards, with the Lahontan Regional Water Quality Control Board responsible for the oversight in the City of Victorville. Construction activities that result in land disturbance greater than or equal to one acre are subject to the NPDES General Permit (SBC 2003).

The proposed Project would result in approximately 13 acres of land disturbance and is subject to the NPDES General Permit, as well as grading and building permits to control erosion and sediment runoff from the construction site. Additionally, dust control measures, in accordance with Air Quality Management District requirements for the high desert, will continue to be implemented to reduce sedimentation and pollution of surface waters. The proposed Project would be required to follow best management practices (BMPs) for runoff, erosion, and sediment control.

Additionally, typical construction wastes, such as discarded building materials, concrete washout, chemicals, litter, and sanitary waste, can negatively impact water quality. To prevent prohibited discharges of potential contaminants, BMPs for the prevention of prohibited discharges are mandatory for all construction sites. These include General Construction Site Waste Management, Spill Prevention and Control Plan, Vehicle Maintenance and Washing Areas, and BMP Inspection and Maintenance.

Following construction, the proposed Project will be required to continue to manage stormwater runoff in compliance with the NPDES General Permit. This will involve developing, implementing, and enforcing a program to address stormwater runoff; incorporating BMPs appropriate for the high-desert communities, reviewing and updating existing ordinances and policies as needed to address post-construction runoff, and ensuring the long-term operation and maintenance of BMPs.

By following the prescribed mitigation measures in the Storm Water Management Program, the Project is not expected to significantly violate water quality standards, contribute to waste discharge concerns, or otherwise degrade surface or groundwater quality. As a result, the overall impact on water quality is anticipated to be less than significant.

- b) *Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?*

Less than Significant Impact. Water for the proposed Project would be supplied by Victorville Water District (VWD), which sources water from wells throughout the Upper Mojave River Basin. According to the 2020 Urban Water Management Plan, Victorville Water District has 34 active groundwater wells within its distribution system that are used to pump groundwater from the Mojave River Groundwater Basin (VWD 2021a). Despite a decline in groundwater elevations from increased groundwater pumping over the past 50 years, the groundwater basin remains capable of sustaining annual water demands, even in dry and consecutive multiple-dry years. Producers that exceed its allotted share of water (Free Production Allowance) in a given year must purchase replacement water through a Replacement Water Assessment. Producers can do this by acquiring additional water rights, purchasing imported water from the Mojave Water Agency, or leasing groundwater rights from other holders for a one-year period. VWD is an Alliance for Water Awareness and Conservation (AWAC) partner of the Mojave Water Agency and can purchase water for supplemental needs. The Mojave Water Agency is permitted to deliver water from the California Aqueduct through the State Water Project (MWA 2022a; MWA 2022b). The Mojave Water Agency operates recharge sites to store and bank excess State Water Project water for future use, ensuring water availability in dry years.

The Project Site features an existing treatment facility in the center of the property, consisting of six buildings for the drug and alcohol rehabilitation facility and daycare center, asphalt-paved parking areas, a swimming pool, a concrete-paved recreation area, and necessary utilities. The remaining portion of the site is undeveloped. The proposed Project will incorporate drought-resistant landscaping and accommodate an increase of 144 individuals than the current capacity. The well site, located in the southwestern corner of the property, is not anticipated to need improvements, demonstrating that the Project will not result in a significant increase in water demand.

The Project Site is subject to the Victorville Water District's Water Shortage Contingency Plan, which guides regional efforts to prepare for and respond to water shortages (VWD 2021b). The plan outlines water shortage levels to help manage conservation measures. Currently, the City is in Stage 2: "Threatened Water Supply

Shortage,” which includes various landscaping restrictions, prohibition of vehicle washing, and requirements for pools and spas to be covered when not in use. Additionally, a Will Serve Letter is in the process of being issued by the Victorville Water District, confirming the availability of the additional water required for the expansion of the proposed Project.

Given the anticipated water usage, following Victorville Water District’s Water Shortage Contingency Plan, and receiving a Will Serve Letter, the Project is expected to have a less than significant impact on groundwater supplies and recharge.

- c) *Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:*
- i. Result in substantial erosion or siltation on- or off-site;*
 - ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on or offsite;*
 - iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of runoff; or*
 - iv. Impede or redirect flood flows?*

Less than Significant Impact. The proposed Project includes drainage improvements to reduce runoff from concrete pavements proposed by the Design Team. These enhancements would utilize appropriate strategies to manage drainage on site. Due to offsite flow from the south through existing channels, onsite channels and swales must be maintained or modified to accommodate the Project’s upgrades. Additionally, culverts, ditches, and similar roadside improvements will be required to support proper drainage.

The Project would not modify the course of streams or rivers in a way that would cause substantial erosion or siltation on- or off-site. There are no waterways, wetlands, lagoons, or ponds currently or previously present on the Project Site. Given the site’s relatively flat terrain, any potential erosion issues during construction activities would be managed through measures outlined in the adopted Stormwater Prevention Pollution Plan for the Project. Upon development, the Project would introduce additional impervious surfaces and landscaped areas, reducing erosion potential while increasing surface runoff. However, the implementation of the Stormwater Prevention Pollution Plan would ensure that runoff water does not exceed the capacity of existing or planned stormwater drainage systems or cause significant pollution. As a result, the Project is anticipated to have a less than significant impact.

- d) *In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?*

No Impact. According to the Federal Emergency Management Agency, the Project Site is located in an area of minimal flood risk (Appendix B). Due to the distance from the Pacific Ocean (approximately 70 miles) and other major water bodies, tsunamis and seiches are not considered potential hazards in the vicinity of the site. Additionally, the proposed Project will be subject to the National Pollutant Discharge Elimination System (NPDES) General Permit, which mandates the implementation of best management practices (BMPs) to control and mitigate pollutants. As a result, no significant impacts are anticipated, and no mitigation measures are required.

- e) *Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?*

No Impact. The proposed Project is subject to the Construction General Permit, which requires the development and implementation of a Stormwater Pollution Prevention Plan, subject to review and approval by the Regional Water Quality Control Board. The Stormwater Pollution Prevention Plan would incorporate best management practices during construction activities to mitigate pollutants and manage runoff, promoting groundwater recharge where feasible. Additionally, the County will review and approve all the best applicable management practices. With these measures in place, the Project is not expected to substantially degrade water quality.

The Project site is located within the Upper Mojave River Valley Groundwater Basin, which has been classified as “Very Low” priority under the Sustainable Groundwater Management Act Basin Prioritization process, as defined in California Water Code Section 10933(b) (CDWR 2020). While very low-priority basins have the option to develop Groundwater Sustainability Plans, they are not required to do so. The proposed Project would not conflict with or impede the implementation of any water quality control plan or sustainable groundwater management plan. Therefore, no significant adverse impacts are expected, and no mitigation measures are required.

Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

<i>Issues</i>	<i>Potentially Significant Impact</i>	<i>Less than Significant with Mitigation Incorporated</i>	<i>Less than Significant</i>	<i>No Impact</i>
XI. LAND USE AND PLANNING - Would the project:				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SUBSTANTIATION:

Countywide Plan; Submitted Project Materials

- a) *Physically divide an established community?*

No Impact. The Project Site is bordered by two schools to the south and west, with sparse residential, commercial, and vacant land surrounding the area. The proposed Project would expand the existing campus with the addition of two building complexes on either side of the existing structures. The proposed expansion includes multiple residential treatment facilities, a withdrawal management building, an outpatient building, and a wellness center. Despite being surrounded by residential communities, the Project would not physically divide an established community due to the expansion remaining within the current site boundaries. As a result, the Project would not have a significant impact.

- b) *Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?*

Less Than Significant Impact. The City of Victorville currently zones the Project Site as Single Family Residential (R-1); a designation intended to protect established neighborhoods of single-family dwellings, provide space for additional single-family developments, and ensure alignment with the low-density residential designation outlined in the General Plan, which allows up to five dwelling units per gross residential acre (Section 16-3.08.010(b)(3)).

However, the proposed Project's development is not constrained by the City's zoning and General Plan regulations due to the County owning the land. The County retains plenary authority over entitlements and permitting.

Furthermore, the County's land use authority is strengthened by the Behavioral Health Continuum Infrastructure Program (BHCIP) authorizing legislation (California Welfare & Institutions Code, § 5960.3 (a)). This legislation stipulates that projects funded by Behavioral Health Continuum Infrastructure Program grants "shall be deemed consistent and in conformity with any applicable local plan, standard, or requirement, and allowed as a permitted use, within the zone in which the structure is located, and shall not be subject to a conditional use permit, discretionary permit, or to any other discretionary reviews or approvals." Due to not being subject to the zoning and general plan designations of the City of Victorville, the proposed Project is consistent with all applicable land use plans, policies, or regulations adopted by the County. Therefore, impacts due to conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect are less than significant.

Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

<i>Issues</i>	<i>Potentially Significant Impact</i>	<i>Less than Significant with Mitigation Incorporated</i>	<i>Less than Significant</i>	<i>No Impact</i>
XII. MINERAL RESOURCES - Would the project:				
a) Result in the loss of availability of a known mineral resource that will be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUBSTANTIATION: (Check if project is located within the Mineral Resource Zone Overlay):

Countywide Plan; Submitted Project Materials

- a) *Result in the loss of availability of a known mineral resource that will be of value to the region and the residents of the state?*

No Impact. The proposed Project Site is classified as Mineral Resource Zone MRZ-3a for aggregate resources by the California Department of Conservation. This classification indicates moderate potential for the discovery of economic mineral deposits, in this case aggregate deposits (SMGB n.d.). The proposed Project site is not currently, and has not historically been used for mineral extraction. Further, the parcels associated with the proposed Project are zoned as “R-1” (single family residential); a zone in which mineral extraction is not a permitted use. The proposed Project would not influence the availability of a known mineral resource (aggregate) that would be of value to the region and the residents of the state.

- b) *Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?*

No Impact. The proposed Project is in an area designated by the City of Victorville as MRZ-3a, an area containing known mineral occurrences of undetermined mineral resource significance. Because the area is not located along the Mojave River corridor in the Northern Expansion area, a review and geologic study identifying potential mineral resources from the City Development Services Director is not warranted (City of Victorville 2008). However, the site is in a residential zone and would not be used for mineral extraction. As such, there would not be a loss of availability of a locally important mineral resource recovery site.

Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

<i>Issues</i>	<i>Potentially Significant Impact</i>	<i>Less than Significant with Mitigation Incorporated</i>	<i>Less than Significant</i>	<i>No Impact</i>
XIII. NOISE - Would the project result in:				

- | | | | | | |
|----|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) | Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) | Generation of excessive groundborne vibration or groundborne noise levels? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) | For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project expose people residing or working in the project area to excessive noise levels? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

SUBSTANTIATION: (Check if the project is located in the Noise Hazard Overlay District or is subject to severe noise levels according to the General Plan Noise Element):

Countywide Plan; Submitted Project Materials

- a) *Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards*

Less than Significant Impact. Noise is defined as loud, unpleasant, unexpected, or unwanted sound. It is measured in decibels (dB), a logarithmic scale of sound pressure level. The A-weighted scale, measured in A-decibels (dBA), adjusts measurements to reflect the frequencies most perceptible to the healthy human ear. The Equivalent Sound Level (Leq) is the average noise level over a given sample period, calculated based on sound energy fluctuations. The Community Noise Equivalent Level (CNEL) is the weighted average sound intensity over a 24-hour period, adjusting for increased sensitivity to noise during specific times. It adds five decibels to evening sounds (7pm-10pm) and ten decibels to nighttime levels (before 7am and after 10pm). Similarly, the Day-Night Average Sound Level (LDN) accounts for heightened sensitivity to nighttime noise by adding 10 decibels to sound levels measured at night (10pm-7am).

A Noise Impact Study, dated January 22, 2025, was prepared for the proposed Project by MD Acoustics, LLC, attached as Appendix E. The Noise Impact Study evaluates the potential transportation, stationary, and construction noise impacts for the Project Site

and recommends any necessary mitigation measures to minimize potential noise impacts.

Transportation Noise Impacts

Section 83.01.080(d) of the San Bernardino County Municipal Code prohibits mobile noise sources from exceeding 60 A-decibels Community Noise Equivalent Level in residential areas. The addition of Project-generated vehicle traffic on Cobalt Road, west of the Project Site, would not cause the noise level to exceed 60 A-decibels Community Noise Equivalent Level (Appendix E). Therefore, the impact is considered less than significant.

Stationary Noise Sources

The stationary noise was modeled in SoundPLAN to analyze the noise impact at surrounding receptors to calculate noise level projections (Exhibit E in Appendix E). Section 16-6.12.040 of the City of Victorville's Municipal Code states that ambient noise measurements shall be within 65 A-decibels during the day (7am-10pm) and 55 A-decibels overnight (10pm-7am) in residential areas. The two schools neighboring the Project Site were the nearest sensitive receptors. Section 83.01.080(h) of the San Bernardino County Municipal Code states that schools shall not exceed 45 A-decibels Day-Night Average Sound Level interior. Because interior noise in both schools does not exceed 45 A-decibels Equivalent Sound Level during the loudest hour of operation, the 45 A-decibels Day-Night Average Sound Level interior requirement will be met at both sensitive receptors. The Total Combined Exterior Noise Level did not exceed 55 A-decibels and complies with City municipal code. Therefore, the impact is less than significant.

Construction Noise and Vibration

Construction noise would be considered significant if occurring outside the allowable times specified in the County's Municipal Code (Section 83.01.080(g)(3)). While construction activities would have a temporary or periodic increase in the ambient noise levels, they would adhere to permissible hours. Therefore, the impact is less than significant, and no mitigation measures are required.

- b) *Generation of excessive groundborne vibration or groundborne noise levels?*

Less Than Significant Impact. Temporary increases in ground-borne vibration or ground-borne noise levels from the Project Site from construction-related activities would be short-term. The City of Victorville does not regulate ground-borne vibration or noise levels associated with construction, and the County of San Bernardino exempts temporary vibration from construction activities from the vibration thresholds outlined in the San Bernardino County Municipal Code (Section 83.01.090(c)(2)). The worst-case scenario modeled for Larrea Middle School, located south of the Project Site, indicates that vibration levels may be perceptible but remain below the threshold for any risk of damage to modern buildings. Therefore, the impact is considered less than significant, and no mitigation measures are required.

- c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project expose people residing or working in the project area to excessive noise levels?

Less than Significant Impact. The Project is located beyond the 65 A-decibels noise contour of the nearest airport. As a result, the impact from an airport or aircraft noise is less than significant.

Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

<i>Issues</i>	<i>Potentially Significant Impact</i>	<i>Less than Significant with Mitigation Incorporated</i>	<i>Less than Significant</i>	<i>No Impact</i>
XIV. POPULATION AND HOUSING - Would the project:				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUBSTANTIATION:

Countywide Plan; Submitted Project Materials.

- a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

Less than Significant Impact. The Project would expand the current St. John of God facility into the Behavioral Health Comprehensive Treatment Campus, addressing the existing community's need for both adolescent and adult treatment facilities. The new facility is intended to provide temporary care for members of the community without causing significant population growth. The expansion includes a new treatment facility and new recovery residences, adding 144 additional beds to the facility. This design aims to enhance the current offering of the facility without significantly increasing the local population. This strategic expansion of the type and number of new units prevents the Project from becoming a catalyst for substantial demographic changes in the area, maintaining the focus on serving the specific needs of individuals within the community. The proposed Project would require a temporary labor force for the construction of new buildings. The short-term nature of this labor would not contribute to substantial

population growth. Furthermore, the Project is not proposing extensions of roads or other infrastructure. The Project would not induce direct or indirect substantial unplanned population growth in an area; thus, the impacts would be less than significant.

- b) *Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?*

No Impact. The proposed Project will not impact the operations of the existing facility as the campus expansion is under construction. As a result, there will be no significant displacement of people or housing, and no need to construct replacement housing elsewhere in the vicinity. As such, there are no anticipated impacts, and no mitigation measures are deemed necessary to address displacement concerns.

Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

<i>Issues</i>	<i>Potentially Significant Impact</i>	<i>Less than Significant with Mitigation Incorporated</i>	<i>Less than Significant</i>	<i>No Impact</i>
XV. PUBLIC SERVICES				
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire Protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Police Protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other Public Facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUBSTANTIATION:

Countywide Plan; Submitted Project Materials

- a) *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:*

Fire Protection?

Less than Significant Impact. The Project Site is located within the Division 5 service area, with fire protection services provided by the San Bernardino County Fire Protection District. The nearest fire station, San Bernardino County Fire Station 315, is located approximately five miles south of the Project Site at 12802 Eucalyptus Street in

Victorville (SBC Fire n.d.). The Project would be designed and operated in accordance with applicable federal, state, and local worker safety and fire protection codes and regulations.

The Project's development is anticipated to generate a temporary increase in the number of residents at the facility, which may necessitate an increase in fire protection services. As such, this could lead to a potential increase in demand for fire protection. Construction activities would be short-term and given the terrain and surrounding vegetation of the Project Site, they are not expected to substantially increase wildfire risk or necessitate additional fire protection services. During construction, fire protection services may be required for installation and maintenance, but these needs would be temporary and unlikely to affect service levels or agency response times, given their low probability and short duration.

The Project would be designed and constructed in accordance with San Bernardino County Fire Protection District requirements, including conditions of approval. These requirements include County fire department review and approval of final site plans before building permits are issued, inspections and approval of a building and safety job card, vegetation clearance around buildings and structures, and roadway designs providing adequate fire department access. Additionally, fire suppression design for the new buildings will include an automatic wet fire suppression system, designed in compliance with California Fire Code (CFC) National Fire Protection Association (NFPA) standards, and local amendments. By complying with applicable regulations, the Project will reduce environmental impacts and maintain acceptable service ratios and response times, resulting in less than significant potential impacts to fire protection services.

Police Protection?

Less than Significant Impact. The Project Site is under the jurisdiction of the San Bernardino County Sheriff's Department, with the nearest station located at 14200 Amargosa Road in Victorville, approximately 2.5 miles northeast of the Project Site (SBC Sheriff n.d.). The Project's development could generate a new population in the area, potentially increasing the demand for police protection services. However, given that the nature of the proposed Project is an expansion, neither construction nor operational activities are expected to significantly impact the existing demand for police protection services in the area.

Existing site security features, including new gates and a perimeter security fence, will continue to be employed and maintained throughout Project operations. By complying with applicable County regulations, the Project is not anticipated to result in significant environmental impacts associated with the need for constructing new or physically altered police protection facilities to maintain acceptable service ratios, response times, or other performance objectives. Therefore, the impacts are expected to be less than significant.

Schools?

No Impact. Schools in the immediate area include Silverado High School, located west of the Project Site, and Larrea Middle School, located to the south. Other schools within one mile of the Project Site include University Preparatory School, West Palms

Conservatory Visual and Performing Arts, Taylion Academy, Bonanza Preschool and Kindergarten, Park View Preparatory School, Discovery School of the Arts, Champions at Discovery School of the Arts, Morgan Kincaid Preparatory School, Vista Verde

Elementary School, Cobalt Institute of Math and Science, and Mojave River Academy West.

The demand for new or expanded school facilities and services is determined by permanent increases to the local population. Although there may be a temporary increase in student population due to temporary construction workers, it is not expected to be significant. Because construction is short-term, workers are likely to be local and are not anticipated to temporarily or permanently relocate their families to the area and enroll their children in schools close to the Project Site.

As a result, population growth or a substantial increase in school-aged children that would trigger demand for more school services is not anticipated in the area. The construction of new schools, or physically altering existing schools, could cause significant environmental impacts. The Project is not expected to result in the need for more schools to maintain acceptable performance objectives, avoiding significant adverse physical impact associated with the provision of additional school services. Therefore, the Project would have no impact on schools.

Parks?

No Impact. The Project would not include any residential use, such as a subdivision or mobile home park, that would directly increase population. Additionally, the Project would not cause the need for any new or physically altered parks or other recreational component because it will provide outdoor recreation, such as a full-size basketball court, pool, and concrete-paved recreation area.

Construction workers are not expected to generate a demand for local park services because they are not anticipated to relocate to the area with their families due to the temporary nature of their work. The Project would not directly, through physical alteration, or indirectly, through increased use, necessitate the construction or expansion of recreational facilities or the development of additional new or physically altered parks or recreational facilities. Therefore, the Project is not anticipated to result in impacts to parks and recreational facilities.

Other Public Facilities?

No Impact. Due to the temporary nature of residents staying at the proposed Project Site, there is not an anticipated increase the population in the area, thereby avoiding the increased demand for any other public facilities (e.g., libraries). Therefore, the Project would not lead to significant adverse physical impacts related to the provision of new or physically altered governmental facilities to maintain acceptable service ratios, response times, or other performance objectives for any other public facilities. Additionally, it does not require the construction or expansion of such facilities, which

could otherwise result in environmental impacts. As a result, no impacts are anticipated.

Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

<i>Issues</i>	<i>Potentially Significant Impact</i>	<i>Less than Significant with Mitigation Incorporated</i>	<i>Less than Significant</i>	<i>No Impact</i>
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XVI. RECREATION					
a)	Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility will occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SUBSTANTIATION:
Countywide Plan; Submitted Project Materials

- a) *Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility will occur or be accelerated?*

No Impact. The Project does not include residential uses and is not expected to increase the local population. As a result, there would be no anticipated increase in the use of existing neighborhood and regional parks and other recreational facilities due to its implementation. Since construction workers would be working in the area temporarily, they are not expected to relocate with their families and generate a demand for local park services. The Project would not substantially increase the use of local or regional parks or recreational facilities causing an acceleration of substantial physical deterioration. Therefore, no impacts are expected to occur.

- b) *Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?*

No Impact. The Project includes an expansion of existing recreational facilities as well as new facilities, including a full-size basketball court, pool, and concrete-paved recreation area. Although the construction and expansion of recreational facilities could result in an adverse physical effect on the environment, a less than significant impact is

anticipated as the Project would be improving the existing facility by adding recreational facilities.

Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

<i>Issues</i>	<i>Potentially Significant Impact</i>	<i>Less than Significant with Mitigation Incorporated</i>	<i>Less than Significant</i>	<i>No Impact</i>
XVII. TRANSPORTATION – Would the project:				
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3 subdivision (b)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUBSTANTIATION:

Countywide Plan; Submitted Project Materials

- a) *Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?*

Less than Significant Impact. In 2020, the City of Victorville adopted Resolution Number 20-031, establishing 1,285 weekday daily trips as the threshold for significant transportation impacts under the California Environmental Quality Act.

The Project Site, located at 13333 Palmdale Road, southeast of the intersection of Palmdale Road and Cobalt Road, involves an expansion of the existing treatment facility in the center of the property. The proposed Project includes six new buildings to the west and south of the existing complex, along with a new access road off Cobalt Road, generating an estimated 359 weekday daily trips (Appendix G). This trip generation estimate is based on the Institute of Transportation Engineers Trip Generation Manual 11th Edition (2021).

Since the estimated trip generation is below the threshold of significance, a Traffic Impact Assessment was not required by the City. Therefore, the proposed Project is not

anticipated to conflict with a program plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities.

- b) *Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3 subdivision (b)?*

Less than Significant Impact. CEQA Guidelines section 15064.3(b) states that “vehicle miles traveled exceeding an applicable threshold of significance may indicate a

significant impact. Generally, projects within one-half mile of either an existing major transit stop or a stop along an existing high quality transit corridor should be presumed to cause a less than significant transportation impact. Projects that decrease vehicle miles traveled in the project area compared to existing conditions should be presumed to have a less than significant transportation impact.”

Under Public Resources Code (PRC) Division 13 Section 21064.3, a major transit stop is defined as a location that contains:

- An existing rail or bus rapid transit station;
- A ferry terminal served by either a bus or rail transit service; or,
- The intersection of two or more major bus routes with a frequency of service interval of 20 minutes or less during the morning and afternoon peak commute periods.

According to the Governor’s Office of Planning and Research, a high-quality transit corridor is defined as “an existing corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours” (OPR n.d.).

As mentioned previously, in 2020, the City of Victorville adopted Resolution Number 20-031, setting 1,285 weekday daily trips as the threshold for significant transportation impacts under the California Environmental Quality Act. The Project Site is not within 0.5-mile of an existing major transit stop, but it does feature a bus stop across the street from the property’s access road on Cobalt Road. However, because this bus route operates at 30-minute intervals during peak commute hours, it does not qualify as a high-quality transit corridor. Despite this, the proposed Project is estimated to generate an estimated 359 weekday daily trips, which is well below the threshold of significance. As a result, the Project is not expected to have a significant transportation impact.

- c) *Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?*

Less than Significant Impact. The proposed Project does not require any offsite improvements, and its ingress and egress are designed to meet City standards. While the Project will generate additional vehicle trips, it will not alter existing traffic patterns in a way that would create safety hazards. Therefore, the Project would not result in a substantial increase in hazards due to a geometric design feature or incompatible use and no impact is anticipated.

d) *Result in inadequate emergency access?*

No Impact. The proposed Project is an expansion of the existing treatment facility in the center of the property with construction of new treatment facilities and transitional housing for individuals in recovery under the Behavioral Health Continuum Infrastructure Program (BHCIP) and Community Care Expansion (CCE) program. The Project includes six new buildings that will be constructed to the west and south of the existing complex already in operation on site and a new access road off Cobalt Road.

All access roads will meet width, distance, turnaround, and height limitations for emergency vehicle access determined by the City of Victorville. Additionally, the City determined that a Traffic Impact Analysis was not required for the proposed Project, indicating that the Project is not anticipated to lead to inadequate emergency access. Therefore, no impact is anticipated.

Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

<i>Issues</i>	<i>Potentially Significant Impact</i>	<i>Less than Significant with Mitigation Incorporated</i>	<i>Less than Significant</i>	<i>No Impact</i>
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XVIII. TRIBAL CULTURAL RESOURCES

- a) Would the Project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:
- i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or
 - ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?

SUBSTANTIATION:

Countywide Plan; Cultural Historical Resources Information System (CHRIS), South Central Coast Information Center, California State University, Fullerton; Submitted Project Materials

- a) *Would the Project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:*
- i. *Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or*

No Impact. As of July 2015, California AB 52 was enacted and expands CEQA by defining a new resource category, “Tribal Cultural Resources.” AB 52 requires Lead Agencies to evaluate a project’s potential to impact tribal cultural resources. Such resources include “sites, features, cultural landscapes, sacred places, and objects with cultural value to a California Native American Tribe and is 1) listed or eligible for listing in the California Register of Historical Resources or 2) included in a local register of historical resources. AB 52 also gives Lead Agencies the discretion to determine, supported by substantial evidence, whether a resource qualifies as a “tribal cultural resource.” As discussed in Section V above, as part of the Cultural Resources Assessment prepared by BCR Consulting in October 2024, archaeologists did not record any cultural resources within the subject property boundaries. Additionally, a cultural resources review was conducted to determine the eligibility of potential historical resources on the Project site (refer to Appendix C). However, all potential resources were determined to be ineligible for listing in the California Register of Historical Resources.

A Sacred Lands File search was completed through the Native American Heritage Commission as well as part of the Cultural Resources Assessment, yielding positive results. The Project team was advised to contact the Chemehuevi Indian Tribe and consult with tribes that are traditionally and culturally affiliated with the Project site.

Native American consultation for the project was conducted by San Bernardino County, in accordance with AB 52, with six tribes who have submitted general request letters for consultation on projects in the region. These tribes include the Chemehuevi Indian Tribe, the Morongo Band of Mission Indians, the Native American Heritage Commission, the San Manuel Band of Mission Indians, the Soboba Band of Luiseno Indians, and the Twenty-Nine Palms Band of Mission Indians.

Project notification letters were sent to each tribe on June 11, 2025. Responses were received from Yuhaaviatam of San Manuel Nation and Twenty-Nine Palms Band of Mission Indians, and correspondence with both tribes has been completed. A response from Morongo Band of Mission Indians was received following the conclusion of the 30-day consultation period, and correspondence has been completed. No responses have been received from the Chemehuevi Indian Tribe, the Native American Heritage Commission, or Soboba Band of Luiseño Indians.

Based on the absence of identified cultural resources within the Proposed Action Area and the ongoing tribal consultation process, no impacts to listed or eligible historical resources are anticipated, and no mitigation is required.

- ii. *A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?*

Less than Significant with Mitigation Incorporated. The Project site has been previously disturbed for the development of its existing use and, in addition, has no record of listing it in any register of historical resources. Nonetheless, the presence of remains or unanticipated cultural resources under the ground surface of the Project Site and vacant adjacent lot is possible. Implementation of **Mitigation Measures CR-1, CR-2, and CR-3** would ensure that impacts due to discovery of unanticipated cultural resources during excavation would be less than significant with mitigation incorporated.

Mitigation Measures

Mitigation Measure TCR-1: Tribal Coordination

The Yuhaaviatam of San Manuel Nation (YSMN) shall be contacted, as detailed in **Mitigation Measure CR-1**, of any pre-contact and/or historic-era cultural resources discovered during Project implementation and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a Cultural Resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the Project, should YSMN elect to place a monitor on-site.

Mitigation Measure TCR-2: Review of Archaeological & Cultural Documents

Any and all archaeological/cultural documents created as part of the Project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and Lead Agency for dissemination to the YSMN. The Lead Agency and/or applicant shall, in good faith, consult with YSMN throughout the life of the Project.

Implementation of Mitigation Measures TCR-1, TCR-2, and Mitigation Measures CR-1 through CR-3 (Section V) would reduce potentially significant impacts of the proposed Project associated with Tribal Cultural Resources to less than significant.

<i>Issues</i>	<i>Potentially Significant Impact</i>	<i>Less than Significant with Mitigation Incorporated</i>	<i>Less than Significant</i>	<i>No Impact</i>
XIX. UTILITIES AND SERVICE SYSTEMS - Would the project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Have sufficient water supplies available to serve the Project and reasonably foreseeable future development during normal, dry and multiple dry years?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a determination by the wastewater treatment provider which serves or may serve the Project that it has adequate capacity to serve the Project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SUBSTANTIATION:

Countywide Plan; Submitted Project Materials

- a) *Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?*

Less Than Significant Impact.

Wastewater

During construction, a negligible amount of wastewater is expected to be generated by construction workers. This wastewater generation would be temporary, lasting for the

duration of construction activities, which is anticipated to be approximately 18 months. Wastewater disposal needs would be provided on-site via portable toilet facilities for use during construction. Proper handling and disposal of wastewater in compliance with regulations would be the responsibility of the portable toilet contractor.

Additional best management practices during Project construction will include proper disposal of wastewater and all process wastewater must be discharged to a sanitary sewer or an approved wastewater treatment system, never into storm drains; the use of designated wash areas; employee training on proper handling and disposal procedures for wastewater and hazardous materials; structural best management practices for spill containment and secondary containment (e.g., berms, sumps, or containment pallets).

The Project includes the construction of 17 new public and staff restrooms and 40 new private restrooms. The Adult Campus, in the western portion of the Project Site, will consist of four new buildings. The Adult Residential Treatment Facility includes a staff restroom in the center and nine (9) private bathrooms for the residents throughout the building; the Adult Withdrawal Management building includes a staff restroom in the center and six (6) private bathrooms for the residents throughout the building; the Outpatient building includes four restrooms in the center; and the Adult Recovery Residences building includes 14 private restrooms for the residents throughout the building. The Adolescent Campus, in the southern portion of the Project Site, will consist of three new buildings. The Adolescent Psychiatric Residential Treatment Facility includes five (5) restrooms (staff and public) in the center of the building and six (6) private bathrooms for the residents in the northern portion of the building; the Adolescent Residential Treatment Facility includes four (4) restrooms (staff and public) in the center of the building and five (5) private restrooms for the residents in the southern portion of the building; and the Adolescent Wellness Center includes two (2) restrooms on the southwest edge of the building.

Wastewater generation would be discharged through 57 new service connections on-site. Although the Project would require the construction of new or expanded wastewater treatment facilities, the construction is not expected to cause significant environmental effects as best management practices will be followed by the construction team. Therefore, impacts are expected to be less than significant.

Electric Power and Natural Gas

The Project would be required to coordinate removal or relocations of electrical infrastructure and comply with site-specific requirements set by Southern California Edison (SCE). This coordination would minimize service disruptions and reduce potential impacts associated with grading, construction, and development within Southern California Edison easements. Construction would not involve the installation of new natural gas connections to serve the Project Site. Therefore, the Project would not necessitate the relocation or construction of new or expanded electric power or natural gas facilities, avoiding associated potential significant environmental impacts. As a result, impacts are expected to be less than significant.

Telecommunications

Technology rooms would be provided primarily to house passive components and active devices to interconnect devices with the Project Site's network. Rooms and cabinets would be designed pursuant to local codes and would comply with Building Industry

Consulting Service International (BICSI), Telecommunications Distribution Methods Manual (TDMM), American National Standards Institute Transimpedance Amplifier (ANSI/TIA) standards, Institute of Electrical and Electronics Engineers (IEEE) standards, industry best practices, and Project Site requirements. Rooms would be centrally located; (2) buildings would be interconnected via underground conduits and vault network; (3) rooms shall serve a maximum of 10,000 square feet of space, and a maximum of 90 meters or 295 feet of maximum category cable length.

Project construction would be coordinated with telecommunications service providers before installation. Therefore, installation of telecommunications systems would not cause significant environmental effects. As a result, impacts are anticipated to be less than significant.

- b) *Have sufficient water supplies available to serve the Project and reasonably foreseeable future development during normal, dry and multiple dry years?*

Less than Significant Impact. The Project Site includes an existing facility with water line connections. The Project will include additional water line connections to the following new facilities: one wet nurse station, one commercial kitchen, two employee breakrooms, two wet medical buildings, five laundry rooms, 17 restrooms, and 62 patient rooms.

Water is currently being sourced for the existing facility from the Victorville Water District. The new water line connection design must be coordinated and approved by the Victorville Water District. Although the Project will be installing more water pipelines on-site, the new infrastructure would not cause significant environmental impacts as the site already exists. Therefore, impacts would be less than significant.

- c) *Result in a determination by the wastewater treatment provider which serves or may serve the Project that it has adequate capacity to serve the Project's projected demand in addition to the provider's existing commitments?*

Less Than Significant Impact. Construction and operation of the Project would not lead to a determination by the wastewater treatment provider that its capacity is insufficient to meet the Project's projected demand alongside its existing commitments. During construction, portable toilet facilities would be used, and the Project would not result in the construction of new wastewater treatment facilities or the expansion of existing facilities. Therefore, impacts would be less than significant.

- d) *Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?*

Less than Significant Impact. San Bernardino County would implement its Countywide Integrated Waste Management Plan (CoIWMP) to provide appropriate management and disposal of waste. The County's Solid Waste Management Division is responsible for the operations and management of the County's solid waste disposal system (SBC Public Works n.d.). Short-term construction would generate solid waste, resulting in construction debris such as concrete, wiring, metal, packaging, and other items. Construction waste would be disposed of at a landfill or recycling facility.

Project operations would generate small amounts of solid waste, mostly from workers onsite while performing routine maintenance and residents of the facility. All occupied properties in the City of Victorville must have trash, organics, and recycling services (City of Victorville n.d.). The proposed Project would maintain waste services consistent with the existing facility, utilizing designated containers for trash, recycling, and organics. In accordance with Victorville's Municipal Code Chapters 6.36 and 6.37, recyclables and organics will be kept separate from trash, with waste occurring once per week. Any hazardous waste produced by construction or operation of the Project would be disposed of at the City of Victorville Household Hazardous Waste Collection Center.

The County of San Bernardino owns and operates the Victorville Sanitary Landfill, a Class III landfill, which serves the City of Victorville. The Victorville Sanitary Landfill is approximately 11 miles northeast of the Project Site and has a maximum capacity of 360,000 cubic yards. The landfill has sufficient capacity for disposal for the next 15 years. The County has plans to expand the landfill, extending its life beyond 2050 (SBC 1995). Therefore, the Victorville Sanitary Landfill has sufficient permitted capacity to accommodate the Project's solid waste disposal needs.

As mentioned, construction materials and debris will be disposed of at a landfill or recycling facility. There are many industrial recycling facilities in San Bernardino County near the Project Site that would be able to accommodate recyclable wastes from construction activities. A collection and recycling program would be employed to promote recycling and minimize disposal to landfills. Disposal activities would comply with federal, State, and local standards. As a result, construction, operation, and maintenance of the Project would not generate solid waste exceeding State or local standards, or exceed the capacity of local infrastructure, or otherwise impact the attainment of solid waste reduction goals. Therefore, impacts are expected to be less than significant.

- e) *Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?*

Less Than Significant Impact. As stated above, the Project would generate solid waste during construction and operations. The generation of solid waste would require consideration of waste reduction and recycling methods. Local government agencies, including San Bernardino County, are required under Assembly Bill 939 (AB 939), known as the California Integrated Waste Management Act (AB 939, Chapter 1095, Statutes of 1989, as amended), to develop source reduction, reuse, recycling, and composting programs to transfer solid waste that would have been transported to landfills.

Under AB 939, counties must divert at least 50 percent of their solid waste into recycling. If the County's solid waste quantities exceed the threshold, then the County would pay fines or penalties from the State of California for non-compliance with AB 939. Also, the California Solid Waste Reuse and Recycling Access Act of 1991, as amended, requires expanded or new development projects to implement recycling storage areas during the design phase (CalRecycle n.d.).

Solid waste would be disposed of during construction and operations by complying with applicable solid waste regulations. The minimum quantity of solid waste generated by employees during maintenance activities would be collected daily and transported to a

landfill or recycling center for disposal. The Project would comply with federal, state, regional, and local reduction statutes and regulations related to solid waste; as such, potential impacts are expected to be less than significant.

Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

<i>Issues</i>	<i>Potentially Significant Impact</i>	<i>Less than Significant with Mitigation Incorporated</i>	<i>Less than Significant</i>	<i>No Impact</i>
XX. WILDFIRE: If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from wildfire or the uncontrolled spread of a wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water resources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SUBSTANTIATION:

Countywide Plan; Submitted Project Materials

- a-d) **No Impact.** The proposed Project Site is not located within a very high fire hazard severity zone according to City General Plan maps or Local Responsibility and State Responsibility Area maps. Therefore, no impacts associated with wildfire would occur and no mitigation is required.

Therefore, no significant adverse impacts are identified or anticipated, and no mitigation measures are required.

<i>Issues</i>	<i>Potentially Significant Impact</i>	<i>Less than Significant with Mitigation Incorporated</i>	<i>Less than Significant</i>	<i>No Impact or Does Not Apply</i>
XXI. MANDATORY FINDINGS OF SIGNIFICANCE:				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Does the project have environmental effects, which would cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) *Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?*

Less than Significant Impact with Mitigation Incorporated. The proposed Project is an expansion of the existing six-building transitional housing and addiction treatment center complex located in the center of the Project Site in the desert region of San Bernardino County. Expansion involves the construction of new treatment facilities and transitional housing for individuals in recovery under the Behavioral Health Continuum Infrastructure Program and Community Care Expansion program.

The Project Site consists of Creosote Bush—White Bursage Scrub habitat and eight (8) special-status species that have a low potential to occur (see Biological Resources). The implementation of Mitigation Measures BIO-1, BIO-2, and BIO-3 will address potential impacts to the species through educating on-site workers, pre-construction nesting bird surveys, and potential biological monitoring during ground disturbing activities if species are present. The Project Area also provides habitat for western Joshua trees. The footprint of the proposed Project is more than 50 feet away from all western Joshua trees on the property, and no Project activities will occur near them. Therefore, the Project would not jeopardize the continued existence of the western Joshua tree. If needed, the implementation of Mitigation Measure BIO-4 will address impacts if Project activities occur within 50 feet.

The Cultural Resources Assessment conducted for the Project did not indicate sensitivity for cultural resources (historical or archaeological) within the Project Site. However, because ground-disturbing activities have the potential to uncover buried cultural resources or human remains, mitigation measures (CR-1, CR-2, and CR-3) have been incorporated to ensure proper assessment and treatment if any discoveries are made during construction. These measures include stopping work in the affected area, consulting with a qualified archaeologist, and notifying the appropriate tribal and governmental agencies. With these mitigation measures in place, the Project's impact on cultural resources would be less than significant.

The geologic units underlying the proposed Project Site are composed of alluvial fan deposits from the Pleistocene epoch, which would make any fossil specimen from the Project Site scientifically significant. The implementation of Mitigation Measure GEO-1 will address potential impacts to paleontological resources if present on the Project Site through educating on-site workers, monitoring, and having a plan in place in the case of a discovery. With this mitigation measure in place, the Project's impact on paleontological resources would be less than significant.

The proposed Project is not anticipated to cause a substantial adverse change to tribal cultural resources. No tribal cultural resources listed or eligible for listing in the California Register of Historical Resources or a local register were identified within the Project Site. Therefore, no impact is expected in this regard. However, there is potential for previously unknown tribal cultural resources to be encountered during ground-disturbing activities. To address this possibility, the project includes mitigation measures (TCR-1, TCR-2, CR-1, CR-2, and CR-3). These measures require notifying the Yuhaaviatam of San Manuel Nation and Twenty-Nine Palms Band of Mission Indians Tribes if any cultural resources are discovered, allowing for their input on significance and treatment, and ensuring all cultural resource documentation is shared with the Tribe. Additionally, mitigation measure CR-3 provides further protection in the event of unexpected discoveries. With these mitigation measures in place, any potential impacts to tribal cultural resources would be reduced to a less than significant level.

- b) *Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?*

No Impact. Construction of the Project in conjunction with other approved or pending projects in the region would not result in cumulatively considerable impacts to the

physical environment. As concluded throughout the analysis above, the proposed Project would include both operation- and construction-related Project components whose adherence to applicable regulations would ensure that the proposed Project's incremental contribution would be less than cumulatively considerable.

- c) *Does the project have environmental effects, which would cause substantial adverse effects on human beings, either directly or indirectly?*

No Impact. All potential impacts have been thoroughly evaluated and have been deemed to be neither individually significant nor cumulatively considerable in terms of adverse effects upon the region, the local community or its inhabitants. At a minimum, the Project will be required to meet the conditions of approval for the Project to be implemented. It is anticipated that all such conditions of approval will further ensure that no potential for adverse impacts will be introduced by construction activities, initial or future land uses authorized by the Project approval.

XXII. MITIGATION MEASURES

(Any mitigation measures, which are not 'self-monitoring' shall have a Mitigation Monitoring and Reporting Program prepared and adopted at time of project approval)

SELF MONITORING MITIGATION MEASURES: (Compliance monitoring will be verified by existing procedures for condition compliance)

Biological Resources

Mitigation Measure BIO-1

Prior to Project activities within the Study Area, a qualified biologist shall initiate a Worker Environmental Awareness Program (WEAP) designed to educate on-site workers about critical environmental concerns associated with the Project. This training shall be mandatory for on-site personnel. It shall be administered on the first day of work, before Project activities commence. This training shall place particular emphasis on educating participants about the protected species that may potentially be present within the Study Area, including but not limited to the desert tortoise, burrowing owl, Mohave ground squirrel, other potentially occurring special-status species, and nesting birds.

The program shall include the following elements:

- A presentation, either developed by a qualified biologist or in consultation with one, which shall address the sensitive biological resources that may be present within the Study Area. It shall also elucidate the rationale behind safeguarding these resources and the consequences of non-compliance.
- Brochures or booklets that contain written descriptions, photographs of protected species, and a comprehensive list of site rules related to the protection of biological resources. These materials shall be distributed to all participants in the WEAP.

- Contact information for the project's biological monitor, along with clear instructions for participants to contact the monitor with inquiries concerning the WEAP presentation or booklets.
- An acknowledgement form that each worker is required to sign, confirming their receipt of WEAP training and their commitment to adhere to the rules aimed at preserving biological resources.

The client shall bear the responsibility for ensuring all on-site personnel receive the WEAP training throughout the entire Project. A training log shall be maintained within the Study Area by the general contractor and signed by on-site personnel immediately after WEAP training to document compliance with this requirement.

Mitigation Measure BIO-2

To avoid impacts to nesting birds associated with the proposed Project, initial construction related to ground disturbing activities shall occur outside of the avian nesting season (January through September). If construction and construction noise occur within this avian nesting season, all suitable habitats within 100 feet of the Project Site shall be surveyed for the presence of nests by a qualified biologist no more than five (5) days before commencement of any vegetation removal or other ground disturbing. If it is determined that the Project Site is occupied by nesting birds, protective measures shall be implemented as described below.

If pre-construction nesting bird surveys result in the location of active nests, no grading, vegetation removal, or heavy equipment activity shall take place within 300 feet of non-raptor nests and 500 feet of raptor nests, or as determined by a qualified biologist. Protective measures (e.g., sampling) shall be required to ensure compliance with the California Fish and Game Code requirements. The qualified biologist shall serve as a construction monitor during those periods when construction activities occur near active nest areas to ensure that no inadvertent impacts occur. A report of the findings, prepared by a qualified biologist, shall be submitted to San Bernardino County prior to construction-related activities that have the potential to disturb any active nests during the nesting season.

These surveys shall provide avoidance to impacts to Swainson's hawk, loggerhead shrike, and Le Conte's thrasher. These species are not likely to nest within the Project Site; however, they may use portions of the Project Site temporarily to forage. In the event of a nest observation, during pre-construction nesting bird surveys, the minimization measures described above shall be followed.

Mitigation Measure BIO-3

In the event of an observation of an active nest, Swainson's hawk, loggerhead shrike, Le Conte's thrasher and/or any other species-status species, a qualified biologist shall be designated as the biological monitor. This monitor shall be required to be on-site at all times during activities involving vegetation clearance or ground disturbance. Their primary responsibility shall be to ensure that potential impacts to biological resources are either avoided or minimized to the greatest extent possible.

Once the Project approaches a phase where it is determined by the biological monitor that biological resources are no longer present, as determined by their expertise, they may request a reduction or discontinuation of biological monitoring in that specific area.

The biological monitor shall be vested with the authority to halt specific Project activities if they suspect violations of avoidance or minimization measures or if there are concerns about compliance with local, state, or federal laws. This authority is essential for the protection of biological resources and adherence to regulatory requirements.

Mitigation Measure BIO-4

Ten (10) western Joshua trees are present in the Study Area, located more than 50 feet outside of the expected area of disturbance. If project activities impact any western Joshua trees within 50 feet, mitigation measures and an Incidental Take Permit will be required. The California Department of Fish Wildlife will be contacted to discuss specific mitigation measures and issuance of the permit.

Regarding the Western Joshua Tree Conservation Act, the Project is located in an area that is subject to standard western Joshua tree removal fees. The Western Joshua Tree Conservation Act mitigation fees for the Project are classified into three categories based upon the height of the western Joshua tree as follows:

- Trees 5 meters (16.4 feet) or greater - \$2,544.75
- Trees 1 meter (3.28 feet) or greater but less than 5 meters - \$509
- Trees less than 1 meter - \$346

Cultural Resources

Mitigation Measure CR-1: Cultural Resource Discovery and Coordination with Tribes

In the event that cultural resources are discovered during Project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work on the other portions of the Project outside of the buffered area may continue during this assessment period. Additionally, the Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN) shall be contacted, as detailed within **Mitigation Measure TCR-1**, regarding any pre-contact and/or historic-era finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input with regards to significance and treatment.

Mitigation Measure CR-2: Monitoring and Treatment Plan

If significant pre-contact and/or historic-era 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, the drafts of which shall be provided to

YSMN for review and comment, as detailed within **Mitigation Measure TCR-1**. The archaeologist shall monitor the remainder of the Project and implement the Plan accordingly.

Mitigation Measure CR-3: Unplanned Discovery of Remains

If human remains or funerary objects are encountered during any activities associated with the Project, the State of California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. In the event of an unanticipated discovery of human remains, the work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be notified immediately. If the human remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission, which will determine and notify a most likely descendant. The most likely descendant shall complete the inspection of the site and provide recommendations for treatment to the landowner within 48 hours of being granted access.

Geology and Soils

Mitigation Measure GEO-1: Paleontological Resource Mitigation Program

Prior to the initiation of ground-disturbing activities, a Paleontological Resource Mitigation Program (PRMP) shall be developed and implemented to address potential impacts to paleontological resources. The PRMP shall include the following components:

1. Preconstruction Preparation:
 - A qualified professional paleontologist shall prepare a PRMP outlining monitoring protocols, fossil recovery methods, and reporting requirements.
 - Construction personnel shall receive training on the recognition of paleontological resources and the procedures to follow if resources are encountered.
2. Monitoring:
 - Paleontological monitoring would take place based on requirements of the PRMP
3. Fossil Salvage and Documentation:
 - If fossils are discovered, the paleontological monitor shall halt work in the immediate area, recover and document the specimens consistent with the PRMP.

4. Curation and Reporting:

- All recovered fossils shall be cleaned, stabilized, identified, and curated at an accredited institution, such as a natural history museum or university repository, for permanent preservation and scientific study.
- A final mitigation report shall be prepared and submitted to the lead agency and repository institution consistent with the PRMP. The report shall summarize all paleontological activities, findings, and methods.

5. Unanticipated Discoveries:

- If unanticipated paleontological resources are discovered outside of identified sensitive areas, work shall stop in the vicinity of the discovery until the paleontologist evaluates the significance of the find and determines the appropriate course of action.

Tribal Cultural Resources

Mitigation Measure TCR-1: Tribal Coordination

The Yuhaaviatam of San Manuel Nation (YSMN) shall be contacted, as detailed in **Mitigation Measure CR-1**, of any pre-contact and/or historic-era cultural resources discovered during Project implementation and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a Cultural Resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and all subsequent finds shall be subject to this Plan. This Plan shall allow for a monitor to be present that represents YSMN for the remainder of the Project, should YSMN elect to place a monitor on-site.

Mitigation Measure TCR-2: Review of Archaeological & Cultural Documents

Any and all archaeological/cultural documents created as part of the Project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and Lead Agency for dissemination to the YSMN. The Lead Agency and/or applicant shall, in good faith, consult with YSMN throughout the life of the Project.

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Appendices

Appendix A – Air Quality, Greenhouse Gas, and Energy Impact Study

Appendix B – Biological Resources Assessment

Appendix C – Cultural Resources Assessment

Appendix D – Geotechnical Engineering Report

Appendix E – Noise Study

Appendix F – Phase I Environmental Site Assessment

Appendix G – Traffic Studies (Trip Generation and VMT Screening Assessments)

EXHIBIT S

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Monitoring and Reporting Program San Bernardino County Behavioral Health Comprehensive Treatment Campus San Bernardino County Project No. 10.10.1685

CEQA, Section 21081.6, requires that a mitigation monitoring and reporting program (MMRP) be adopted upon certification of a Mitigated Negative Declaration to ensure that the mitigation measures are implemented. The mitigation monitoring and reporting program identifies the mitigation and when in the process it should be implemented. **San Bernardino County** is the implementing responsible party for all measures. A record of the MMRP will be maintained at San Bernardino County, Project & Facilities Management Department, 620 South E Street, San Bernardino, CA 92415.

Impact/Threshold	Applicable Mitigation Measure / Project Mitigation Measures	Monitoring / Timing Frequency	Monitoring	Action Indicating Compliance	Verification		
			Party		Initials	Date	Remarks
BIOLOGICAL RESOURCES							
<i>Have substantial adverse effects, either directly or through habitat modifications, on any species identified as a candidate, sensitive or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?</i>	<p>BIO-1: Prior to Project activities within the Study Area, a qualified biologist shall initiate a Worker Environmental Awareness Program (WEAP) designed to educate on-site workers about critical environmental concerns associated with the Project. This training shall be mandatory for on-site personnel. It shall be administered on the first day of work, before Project activities commence. This training shall place particular emphasis on educating participants about the protected species that may potentially be present within the Study Area, including but not limited to the desert tortoise, burrowing owl, Mohave ground squirrel, other potentially occurring special-status species, and nesting birds. The program shall include the following elements:</p> <ul style="list-style-type: none"> A presentation, either developed by a qualified biologist or in consultation with one, which shall address the sensitive biological resources that may be present within the Study Area. It shall also elucidate the rationale behind 	Prior to Construction	San Bernardino County Project & Facilities Management Department And Contractor	Signed attendance sheets of construction crew And Copy of the Worker Environmental Awareness Program training materials			

Impact/Threshold	Applicable Mitigation Measure / Project Mitigation Measures	Monitoring / Timing Frequency	Monitoring Party	Action Indicating Compliance	Initials	Date	Remarks
	<p>safeguarding these resources and the consequences of non-compliance.</p> <ul style="list-style-type: none"> • Brochures or booklets that contain written descriptions, photographs of protected species, and a comprehensive list of site rules related to the protection of biological resources. These materials shall be distributed to all participants in the WEAP. • Contact information for the project's biological monitor, along with clear instructions for participants to contact the monitor with inquiries concerning the WEAP presentation or booklets. • An acknowledgement form that each worker is required to sign, confirming their receipt of WEAP training and their commitment to adhere to the rules aimed at preserving biological resources. <p>The client shall bear the responsibility for ensuring all on-site personnel receive the WEAP training throughout the entire Project. A training log shall be maintained within the Study Area by the general contractor and signed by on-site personnel immediately after WEAP training to document compliance with this requirement.</p>						

Impact/Threshold	Applicable Mitigation Measure / Project Mitigation Measures	Monitoring / Timing Frequency	Monitoring Party	Action Indicating Compliance	Initials	Date	Remarks
	<p>BIO-2: To avoid impacts to nesting birds associated with the proposed Project, initial construction related to ground disturbing activities shall occur outside of the avian nesting season (January through September). If construction and construction noise occur within this avian nesting season, all suitable habitats within 100 feet of the Project Site shall be surveyed for the presence of nests by a qualified biologist no more than five (5) days before commencement of any vegetation removal or other ground disturbing. If it is determined that the Project Site is occupied by nesting birds, protective measures shall be implemented as described below.</p> <p>If pre-construction nesting bird surveys result in the location of active nests, no grading, vegetation removal, or heavy equipment activity shall take place within 300 feet of non-raptor nests and 500 feet of raptor nests, or as determined by a qualified biologist. Protective measures (e.g., sampling) shall be required to ensure compliance with the California Fish and Game Code requirements. The qualified biologist shall serve as a construction monitor during those periods when construction activities occur near active nest areas to ensure that no inadvertent impacts occur. A report of the findings, prepared by a qualified biologist, shall be submitted to San Bernardino County prior to construction-related activities that have the potential to disturb any active nests during the nesting season.</p> <p>These surveys shall provide avoidance to impacts</p>	Prior to the Construction	San Bernardino County Project & Facilities Management Department And Contractor	Report from Qualified Biologist			

Impact/Threshold	Applicable Mitigation Measure / Project Mitigation Measures	Monitoring / Timing Frequency	Monitoring Party	Action Indicating Compliance	Verification Initials	Date	Remarks
	<p>to Swainson’s hawk, loggerhead shrike, and Le Conte’s thrasher. These species are not likely to nest within the Project Site; however, they may use portions of the Project Site temporarily to forage. In the event of a nest observation, during pre-construction nesting bird surveys, the minimization measures described above shall be followed.</p>						
	<p>BIO-3: In the event of an observation of an active nest, Swainson’s hawk, loggerhead shrike, Le Conte’s thrasher and/or any other species-status species, a qualified biologist shall be designated as the biological monitor. This monitor shall be required to be on-site at all times during activities involving vegetation clearance or ground disturbance. Their primary responsibility shall be to ensure that potential impacts to biological resources are either avoided or minimized to the greatest extent possible.</p> <p>Once the Project approaches a phase where it is determined by the biological monitor that biological resources are no longer present, as determined by their expertise, they may request a reduction or discontinuation of biological monitoring in that specific area.</p> <p>The biological monitor shall be vested with the authority to halt specific Project activities if they suspect violations of avoidance or minimization measures or if there are concerns about compliance with local, state, or federal laws. This authority is essential for the protection of biological resources and adherence to regulatory requirements.</p>	<p style="text-align: center;">During Construction</p>	<p style="text-align: center;">San Bernardino County Project & Facilities Management Department And Contractor</p>	<p style="text-align: center;">Report from Qualified Biologist</p>			

Impact/Threshold	Applicable Mitigation Measure / Project Mitigation Measures	Monitoring / Timing Frequency	Monitoring Party	Action Indicating Compliance	Initials	Date	Remarks
<p><i>Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?</i></p>	<p>BIO-4: Ten (10) western Joshua trees are present in the Study Area, located more than 50 feet outside of the expected area of disturbance. If project activities impact any western Joshua trees within 50 feet, mitigation measures and an Incidental Take Permit will be required. The California Department of Fish Wildlife will be contacted to discuss specific mitigation measures and issuance of the permit.</p> <p>Regarding the Western Joshua Tree Conservation Act, the Project is located in an area that is subject to standard western Joshua tree removal fees. The Western Joshua Tree Conservation Act mitigation fees for the Project are classified into three categories based upon the height of the western Joshua tree as follows:</p> <ul style="list-style-type: none"> • Trees 5 meters (16.4 feet) or greater - \$2,544.75 • Trees 1 meter (3.28 feet) or greater but less than 5 meters - \$509 • Trees less than 1 meter - \$346 	<p>Prior to Construction</p>	<p>San Bernardino County Project & Facilities Management Department And Contractor</p>	<p>Incidental Take Permit for Western Joshua Trees And Receipt of payment of mitigation fees</p>			

Impact/Threshold	Applicable Mitigation Measure / Project Mitigation Measures	Monitoring / Timing Frequency	Monitoring Party	Action Indicating Compliance	Verification		
					Initials	Date	Remarks
CULTURAL RESOURCES							
<i>Cause a substantial adverse change in the significance of a historical or archeological resource pursuant to §15064.5?</i>	<p>CR-1: In the event that cultural resources are discovered during project activities, all work in the immediate vicinity of the find (within a 60-foot buffer) shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be hired to assess the find. Work on the other portions of the project outside of the buffered area may continue during this assessment period. Additionally, the Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN), and any other tribes noticed in accordance with AB52, shall be contacted, as detailed within Mitigation Measure TCR-1, regarding any pre-contact and/or historic-era finds and be provided information after the archaeologist makes his/her initial assessment of the nature of the find, so as to provide Tribal input with regards to significance and treatment.</p>	Prior to or During Construction	San Bernardino County Project & Facilities Management Department And Contractor	Mitigation Measure noted on Construction Plans And Confirmation of professional archeologist retention/on-going monitoring/ submittal of Report of Findings and curate discovered resources, if applicable			
	<p>CR-2: If significant pre-contact and/or historic-era 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, the drafts of which shall be provided to YSMN, and any other tribes noticed in accordance with AB52, for review and comment, as detailed within TCR-1. The archaeologist shall monitor the remainder of the project and implement the Plan accordingly.</p>	Prior to or During Construction	San Bernardino County Project & Facilities Management Department And Contractor	Confirmation of professional archeologist retention/on-going monitoring/ submittal of Report of Findings and curate discovered resources, if applicable			

Impact/Threshold	Applicable Mitigation Measure / Project Mitigation Measures	Monitoring / Timing Frequency	Monitoring Party	Action Indicating Compliance	Initials	Date	Remarks
<p><i>Disturb any human remains, including those interred outside of formal cemeteries?</i></p>	<p>CR-3: If human remains or funerary objects are encountered during any activities associated with the Project, the State of California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. In the event of an unanticipated discovery of human remains, the work in the immediate vicinity (within a 100-foot buffer of the find) shall cease and the County Coroner shall be notified immediately. If the human remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission, which will determine and notify a most likely descendant. The most likely descendant shall complete the inspection of the site and provide recommendations for treatment to the landowner within 48 hours of being granted access.</p>	<p>Prior to or During Construction</p>	<p>San Bernardino County Project & Facilities Management Department And Contractor</p>	<p>Mitigation Measure noted on construction plan for contractor, add Coroner contact information</p>			

Impact/Threshold	Applicable Mitigation Measure / Project Mitigation Measures	Monitoring / Timing / Frequency	Monitoring Party	Action Indicating Compliance	Verification		
					Initials	Date	Remarks
Geology and Soils							
<i>Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?</i>	<p>GEO-1: Prior to the initiation of ground-disturbing activities, a Paleontological Resource Mitigation Program (PRMP) shall be developed and implemented to address potential impacts to paleontological resources. The PRMP shall include the following components:</p> <p>1. Preconstruction Preparation:</p> <ul style="list-style-type: none"> A qualified professional paleontologist shall prepare a PRMP outlining monitoring protocols, fossil recovery methods, and reporting requirements. Construction personnel shall receive training on the recognition of paleontological resources and the procedures to follow if resources are encountered. <p>2. Monitoring:</p> <ul style="list-style-type: none"> Paleontological monitoring would take place based on requirements of the PRMP. <p>3. Fossil Salvage and Documentation:</p> <ul style="list-style-type: none"> If fossils are discovered, the paleontological monitor shall halt work in the immediate area, recover and document the specimens consistent with the PRMP. <p>4. Curation and Reporting:</p> <ul style="list-style-type: none"> All recovered fossils shall be cleaned, stabilized, identified, and curated at an accredited institution, such as a natural history museum or university 	Prior to Construction	San Bernardino County Project & Facilities Management Department And Contractor	Signed attendance sheets of construction crew And Copy of the PRMP training materials			

Impact/Threshold	Applicable Mitigation Measure / Project Mitigation Measures	Monitoring	Monitoring	Action	Verification		
		/ Timing Frequency	Party	Indicating Compliance	Initials	Date	Remarks
	<p>repository, for permanent preservation and scientific study.</p> <ul style="list-style-type: none"> A final mitigation report shall be prepared and submitted to the lead agency and repository institution consistent with the PRMP. The report shall summarize all paleontological activities, findings, and methods. <p>5. Unanticipated Discoveries:</p> <ul style="list-style-type: none"> If unanticipated paleontological resources are discovered outside of identified sensitive areas, work shall stop in the vicinity of the discovery until the paleontologist evaluates the significance of the find and determines the appropriate course of action. 						
TRIBAL CULTURAL RESOURCES							
<p><i>Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:</i></p> <p><i>Listed or eligible for listing in the California Register of</i></p>	<p>TCR-1: The Yuhaaviatam of San Manuel Nation Cultural Resources Department (YSMN), and any other tribe notified in accordance with AB52, shall be contacted, as detailed in CR-1, of any pre-contact and/or historic-era cultural resources discovered during project implementation, and be provided information regarding the nature of the find, so as to provide Tribal input with regards to significance and treatment. Should the find be deemed significant, as defined by CEQA (as amended, 2015), a Cultural Resources Monitoring and Treatment Plan shall be created by the archaeologist, in coordination with YSMN, and any other tribe notified in accordance with AB52, and all subsequent finds shall be subject</p>	<p>During construction</p>	<p>San Bernardino County Project & Facilities Management Department</p> <p>And</p> <p>Contractor</p>	<p>Mitigation Measure noted on Construction Plans</p> <p>And</p> <p>Contract or Letter of Intent with Qualified Cultural Resource Specialist</p>			

Impact/Threshold	Applicable Mitigation Measure / Project Mitigation Measures	Monitoring	Monitoring	Action	Verification		
		/ Timing Frequency	Party	Indicating Compliance	Initials	Date	Remarks
<i>Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or</i>	to this Plan. This Plan shall allow for a monitor to be present that represents YSMN, and any other tribe notified in accordance with AB52, for the remainder of the project, should YSMN elect to place a monitor on-site.						
<i>A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?</i>	TCR-2: Any and all archaeological/cultural documents created as a part of the project (isolate records, site records, survey reports, testing reports, etc.) shall be supplied to the applicant and Lead Agency for dissemination to YSMN, and any other tribe notified in accordance with AB52. The Lead Agency and/or applicant shall, in good faith, consult with YSMN, and any other tribe notified in accordance with AB52, throughout the life of the project.	During construction	San Bernardino County Project & Facilities Management Department And Contractor	Mitigation Measure noted on Construction Plans And Contract or Letter of Intent with Qualified Cultural Resource Specialist			