



CITY OF MENDOTA

"Cantaloupe Center Of The World"

AGENDA

MENDOTA CITY COUNCIL

Regular City Council Meeting
City Council Chambers
643 Quince Street
Mendota, California 93640
May 9, 2023
6:00 PM

VICTOR MARTINEZ
Mayor

LIBERTAD "LIBERTY" LOPEZ
Mayor Pro Tem

JOSE ALONSO

JOSEPH R. RIOFRIO

OSCAR ROSALES

CRISTIAN GONZALEZ
City Manager

JOHN KINSEY
City Attorney

The Mendota City Council welcomes you to its meetings, which are scheduled for the 2nd and 4th Tuesday of every month. Your interest and participation are encouraged and appreciated. Notice is hereby given that Council may discuss and/or take action on any or all of the items listed on this agenda. **Please turn your cell phones on vibrate/off while in the council chambers.**

Any public writings distributed by the City of Mendota to at least a majority of the City Council regarding any item on this regular meeting agenda will be made available at the front counter at City Hall, located at 643 Quince Street Mendota, CA 93640, during normal business hours, 8 AM – 5 PM.

In compliance with the Americans with Disabilities Act, individuals requiring special assistance to participate at this meeting please contact the City Clerk at (559) 655-3291 or (559) 577-7692. Notification of at least forty-eight hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility to the meeting.

Si necesita servicios de interpretación para participar en esta reunión, comuníquese con la Secretaria de la Ciudad al (559) 655-3291 o (559) 577-7692 entre las 8 a.m. y las 5 p.m. de lunes a viernes. La notificación de al menos veinticuatro horas antes de la reunión permitirá al personal adoptar las disposiciones necesarias para garantizar su participación en la reunión.

CALL TO ORDER

ROLL CALL

FLAG SALUTE

INVOCATION

FINALIZE THE AGENDA

1. Adjustments to Agenda
2. Adoption of final Agenda

CITIZENS' ORAL AND WRITTEN PRESENTATIONS

At this time, members of the public may address the City Council on any matter not listed on the agenda involving matters within the jurisdiction of the City Council. Please complete a "request to speak" form and limit your comments to THREE (3) MINUTES. Please give the completed form to the City Clerk prior to the start of the meeting. All speakers shall observe proper decorum. The Mendota Municipal Code prohibits the use of boisterous, slanderous, or profane language. All speakers must step to the podium and state their names and addresses for the record. Please watch the time.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of April 25, 2023.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

CONSENT CALENDAR

Matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Calendar and will be considered separately.

1. APRIL 20, 2023 THROUGH MAY 2, 2023
WARRANT LIST CHECK NOS. 53178 THROUGH 53235
TOTAL FOR COUNCIL APPROVAL = \$437,889.10
2. Proposed adoption of **Resolution No. 23-25**, approving an amendment to the 401(k) plan agreement, changing the matching contribution formula to discretionary.
3. Proposed adoption of **Resolution No. 23-26**, approving an amendment to the budget for Fiscal Year 2022-2023.
4. Proposed adoption of **Resolution No. 23-27**, ratifying and extending the Proclamation of Local Emergency issued by the Director of Emergency Services on March 9, 2023, to address rain and flooding throughout the City.
5. Proposed adoption of **Resolution No. 23-28**, authorizing the City of Mendota to enter into the settlement agreements with Teva Pharmaceutical Industries, LTD., Allergan Finance, LLC, Allergan Limited, Walgreen Co., Walmart, Inc., CVS Health Corporation, and CVS Pharmacy, Inc., and agreeing to the proposed settlement proceeds allocation through California.

BUSINESS

1. Council discussion and consideration of **Resolution No. 23-29**, approving the Grant Writing and Advocacy Services Proposal submitted by Townsend Public Affairs, Inc., and authorizing the City Manager to execute all documents necessary to effectuate the proposal.
 - a. *Receive report from City Manager Gonzalez*
 - b. *Inquiries from City Council to staff*
 - c. *Mayor Martinez opens floor to receive any comment from the public*
 - d. *City Council provides input and considers Resolution No. 23-29 for adoption*

2. Council discussion and consideration of the City of Mendota's list of upcoming street projects
 - a. *Receive report from City Engineer Osborn*
 - b. *Inquiries from City Council to staff*
 - c. *Mayor Martinez opens floor to receive any comment from the public*
 - d. *City Council takes action as appropriate*

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Finance Director
 - a) Grant Update
2. City Engineer
 - a) Update
3. City Attorney
 - a) Update
4. City Manager

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)
2. Mayor

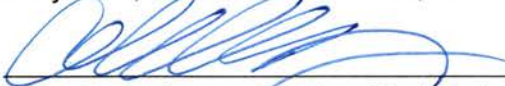
CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code § 54957.6, subdivision (a)
Title: Chief of Police
City's Designated Representative and Negotiator: Cristian Gonzalez, City Manager

ADJOURNMENT

CERTIFICATION OF POSTING

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby declare that the foregoing agenda for the Mendota City Council Regular Meeting of May 9, 2023, was posted on the outside bulletin board located at City Hall, 643 Quince Street, on Friday, May 5, 2023, at 5:00 p.m.



Celeste Cabrera-Garcia, City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

April 25, 2023

Meeting called to order by Mayor Martinez at 6:03 PM.

Roll Call

Council Members Present: Mayor Victor Martinez, Mayor Pro Tem Libertad “Liberty” Lopez, Council Members Jose Alonso, Joseph Riofrio and Oscar Rosales

Council Members Absent: None

Flag salute led by Mayor Pro Tem Lopez

Invocation led by Police Chaplain Robert Salinas

FINALIZE THE AGENDA

1. Adjustments to Agenda.
2. Adoption of final Agenda.

A motion was made by Council Member Rosales to adopt the agenda, seconded by Council Member Riofrio; unanimously approved (5 ayes).

CITIZENS ORAL AND WRITTEN PRESENTATIONS

Andres Godoy – thanked the City Council for their work with the Police Department/City Council Chambers project and stated that he is willing to assist the City and City Council with anything they may need.

Discussion was held on the comments made by Mr. Godoy.

Joseph Amador – thanked the City Council for their work and commented on the importance of the Mendota Chamber of Commerce.

Discussion was held on the comments made by Mr. Amador.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of April 11, 2023.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

A motion was made by Council Member Alonso to approve items 1 and 2, seconded by Council Member Rosales; unanimously approved (5 ayes).

CONSENT CALENDAR

Matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Calendar and will be considered separately.

1. APRIL 5, 2023 THROUGH APRIL 14, 2023
WARRANT LIST CHECK NOS. 53110 THROUGH 53177
TOTAL FOR COUNCIL APPROVAL = \$872,119.48
2. Proposed ratification of a letter of support for Senate Bill 524 (Caballero).
3. Proposed ratification of a letter of support for Senate Bill 621 (Caballero).
4. Proposed ratification of a letter of support for Senate Bill 870 (Caballero).
5. Proposed ratification of a letter of support for Senate Bill 17 (Caballero).
6. Proposed ratification of a letter of support for Assembly Bill 412 (Soria).

Discussion was held on items 2 through 6 of the Consent Calendar.

A motion was made by Council Member Rosales to approve items 1 through 6, seconded by Council Member Alonso; unanimously approved (5 ayes).

BUSINESS

1. Council discussion and consideration of **Resolution No. 23-24**, authorizing the addition of two regular full-time entry level police officer positions for the Mendota Police Department.

Mayor Martinez introduced the item and Chief of Police Smith provided the report.

Discussion was held on the report provided by Chief Smith.

Mayor Martinez opened the floor to receive public comment.

Andres Godoy – commented in favor of the resolution; on the need to improve public safety; and requested that the Mendota Police Department (“MPD”) be more lenient with pulling over workers coming home from work and focus on individuals who are speeding.

Mayor Martinez closed the floor to receive public comment.

A motion was made Council Member Alonso to approve Resolution No. 23-24, seconded by Council Member Rosales; unanimously approved (5 ayes).

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Animal Control, Code Enforcement, and Police Department
 - a) February Monthly Reports

Chief Smith provided the monthly report for the Code Enforcement department, including monthly statistics; their assistance with the City’s 2023 Earth Day Celebration event; the Adelante Mendota movie night; a cleanup event held at an encampment for the homeless in the City; the enforcement of illegal semi-truck parking; the City’s weed abatement process, and the City’s efforts to combat public drinking.

Discussion was held on the report provided by Chief Smith.

Chief Smith provided the monthly report for the Animal Control department, including monthly statistics.

Discussion was held on the report provided by Chief Smith; the City’s weed abatement process; the need to review the fee schedule for weed abatement violations; the City’s newly implemented Community Clean Up and Beautification Program; the issue of loud music at various locations throughout the City; and an issue with a rat infestation in an area of the City.

Chief Smith provided the report for the Police Department, including monthly statistics.

Discussion was held on the report provided by Chief Smith and on the issue of homelessness in the City.

2. City Attorney
 - a) Update

City Attorney Kinsey stated that he had nothing to report but was happy to answer any questions the City Council might have.

3. City Manager

City Manager Gonzalez reported on the City’s Community Clean Up event, a newly implemented Community Clean Up and Beautification Program; Administrative Assistant

Week; the all-inclusive playground at Rojas-Pierce Park; the planning of a new soccer field; the 2022 Local Street Reconstruction Project; the Mendota Police Department's National Night Out; the Employee Appreciation and Recognition Lunch; the 2023 Earth Day Celebration Event; the advocacy trip to Sacramento; and the City's weed abatement process.

Discussion was held on the update provided by City Manager Gonzalez; the City's Mattress Recycling Program; the need to address trash build up in the City; fining individuals who are caught dumping trash illegally; and the need to install more surveillance cameras throughout the City.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Council Member Alonso provided an update on the recent advocacy trip to Sacramento.

Mayor Pro Tem Lopez provided an update on a clean up event held at an encampment for the homeless in the City; thanked the Mendota Public Works department and Code Enforcement department for their assistance with the clean up event; a worship and prayer event that was held at an encampment for the homeless; thanked Chief Plant Operator Angel for attending the worship and prayer event; thanked MPD for addressing her speeding concerns; provided an update on a health clinic being offered once a week at AMOR Wellness; the upcoming AMOR Wellness Gala in the Garden event and inquired about the possibility of installing speed bumps on Lolita Street.

Council Member Riofrio commented on the 2022 Local Street Reconstruction Project, including signage placed on City Streets needing to be repaired due to missing information; issues with public drinking and ways to combat it, and on the possibility of providing conditional use permits to certain businesses in the City.

2. Mayor

Mayor Martinez thanked staff for their work; commented on the need to continue to improve the community and road conditions; the issue of stray dogs; the issue of homelessness; provided an update on the recent advocacy trip to Sacramento, and an upcoming advocacy trip to Washington DC.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9 (one potential case)

At 7:10 p.m. the City Council moved into closed session.

At 7:39 p.m. the City Council reconvened in open session and City Attorney Kinsey reported that there was no reportable action.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 7:39 p.m. by Council Member Rosales, seconded by Mayor Pro Tem Lopez; unanimously approved (5 ayes).

Victor Martinez, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

DRAFT

CITY OF MENDOTA
CASH DISBURSEMENTS
04/20/23 - 05/02/23
CK# 053178 - 53235

Check Date	Check Number	Check Amount	Vendor Name	Cash Account	Description
April 20, 2023	53178	\$ 3,500.00	ADAMS ASHBY GROUP INC	GENERAL	HOME LONG TERM MONITORING: CASA DE ROSA APARTMENTS
April 20, 2023	53179	\$ 800.00	DATA TICKET, INC.	GENERAL	DAILY CITATION, DAILY NOTICE NOVEMBER 2021, MARCH 2022, JUNE 2022, JULY 2022
April 20, 2023	53180	\$ 550.00	EL TACOMAN COLIMA	GENERAL	EMPLOYEE APPRECIATION LUNCHEON 04/12/23
April 20, 2023	53181	\$ 243.33	FASTSIGNS	GENERAL	(1) 30X60" POLE BANNER HONORING VETERANS W/PHOTOS
April 20, 2023	53182	\$ 274.20	NATIONAL PEN CO., LLC	REFUSE	SB1383: 100 KRAFT BROWN COM BAGS
April 20, 2023	53183	\$ 1,000.00	NETXPRTS LLC	GENERAL, WATER, SEWER	MANAGED SERVICES CONTRACT INFORMATION TECHNOLOGY-CITYWIDE SERVICE
April 20, 2023	53184	\$ 160.93	PLATT ELETRIC SUPPLY	STREETS	(1)C-H BAB1050, (100) IDE 30-1262J WEATHERPROOF
April 20, 2023	53185	\$ 52.84	RAMIRO RODRIGUEZ	GENERAL	REIMBURSEMENT FOR SEVEN DRAWER LOCKS FOR PD LOCKER
April 20, 2023	53186	\$ 2,575.95	USA BLUEBOOK	WATER	(1) TANK AIR CHARGING SYSTEM FOR PRISON
April 20, 2023	53187	\$ 950.88	VERIZON WIRELESS	GENERAL, WATER, SEWER	CITYWIDE CELL SERVICE FOR 03/07/23-04/28/23
April 20, 2023	53188	\$ 40.00	WESTSIDE YOUTH	GENERAL	REFUND FOR CHANGE IN PRICE FOR 1 LESS EVENT AT OPEN MARKET 2023
April 26, 2023	53189	\$ 133,962.00	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER 04/10/23 - 04/23/23
April 27, 2023	53190	\$ 64.54	ADT SECURITY SERVICES	WATER	SECURITY SERVICES FOR WATER PLANT 05/04/23 - 06/03/23
April 27, 2023	53191	\$ 26,510.14	AETNA LIFE INSURANCE COMPANY	GENERAL	MEDICAL INSURANCE FOR MAY 2023
April 27, 2023	53192	\$ 517.28	AFLAC	GENERAL	AFLAC INSURANCE FOR APRIL 2023
April 27, 2023	53193	\$ 482.80	COMCAST BUSINESS	GENERAL	FRESNO COUNTY SHERIFF TO MENDOTA PD CIRCUIT APRIL 2023
April 27, 2023	53194	\$ 1,570.00	CORRPRO WATERWORKS	WATER	ANNUAL SERVICE AGREEMENT WATER TANK EXPIRES: FEBRUARY 2024
April 27, 2023	53195	\$ 1,049.41	CORBIN WILLITS SYS INC.	GENERAL, WATER, SEWER	ENHANCEMENT AND SERVICE FEES MAY 2023 - MOMS SYSTEM
April 27, 2023	53196	\$ 902.57	CROWN SERVICES CO.	REFUSE, GENERAL	TOILET W/SINK 1XWK 1300 2ND ST- WWTP, POOL PARK, LOZANO PARK, 3699 BASS AVE
April 27, 2023	53197	\$ 438.00	DEPARTMENT OF JUSTICE	GENERAL	(5) FINGERPRINT APPS, (2) FINGERPRINT FBI (PD)
April 27, 2023	53198	\$ 250.00	ECN POLYGRAPH & INVESTIGATIONS	GENERAL	(1) EA. POLYGRAPH 04/14/23 (PD)
April 27, 2023	53199	\$ 426.75	HD SUPPLY WHITE CAP CONSTRUCTION	GENERAL	(3) LIMESTONE GRAY TOP, (10) LIMESTONE SEALANT
April 27, 2023	53200	\$ 170.00	KERWEST NEWSPAPER	GENERAL	(5) PUBLIC NOTICE SUMMARY OF ORDINANCE 23-01
April 27, 2023	53201	\$ 700.00	LAW & ASSOCIATES	GENERAL	LAW ENFORCEMENT BACKGROUND INVESTIGATION (PD)
April 27, 2023	53202	\$ 5,446.00	LIGHTHOUSE ELECTRICAL INC	SEWER	SERVICE AGREEMENTS: 7176, 7223, AND 7174 WWTP
April 27, 2023	53203	\$ 2,864.38	METRO UNIFORM	GENERAL	EXPLORERS PROGRAM UNIFORMS (PD) (REIMBURSABLE)
April 27, 2023	53204	\$ 89,485.80	MID VALLEY DISPOSAL, INC	REFUSE	SANITATION CONTRACT SERVICE MARCH 2023
April 27, 2023	53205	\$ 2,029.89	MUTUAL OF OMAHA	GENERAL	LIFE AD&D LTD & STD INURANCE FOR MAY 2023
April 27, 2023	53206	\$ 10,097.10	PG&E	GENERAL, WATER, SEWER, STREETS	WATER UTILITIES 03/14/23 - 04/11/23
April 27, 2023	53207	\$ 5,960.00	PRICE PAIGE & COMPANY CERTIFIED	GENERAL, WATER, SEWER, STREETS	PROF SERV: 06/30/22 UNIFORM GUIDANCE AUDIT

CITY OF MENDOTA
CASH DISBURSEMENTS
04/20/23 - 05/02/23
CK# 053178 - 53235

April 27, 2023	53208	\$ 2,041.98	PURCHASE POWER	GENERAL, WATER, SEWER	POSTAGE MACHINE METER REFILL 03/16/23 - 03/17/23
April 27, 2023	53209	\$ 67,528.00	SIGNATURE PUBLIC FUNDING	WATER, SEWER	SOLAR GENERATING FACILITIES & INTERGRATED SWITCH VFD
April 27, 2023	53210	\$ 386.80	UNION PACIFIC RAILROAD COMPANY	STREETS	ROADWAY - RENT FOR MAY 2023 10TH, MARIE, BELMONT AVE
April 27, 2023	53211	\$ 535.00	MARK ANTHONY DUARTE	GENERAL WATER,SEWER	PEST CONTROL SERVICES ROJAS PIERCE PARK, CITYHALL, DMV, YOUTH CENTER, WATER DIVISION. BLDG - 03/28/23
April 27, 2023	53212	\$ 1,550.55	HOME-DEPOT CREDIT CARD	GENERAL, WATER, SEWER, STREETS	(8)12X12 ASH SLATES, (3) 2X36 CARPET TRIM SLIVER, (2) 2X4 RADAR BASIC WHITE SQUARE CEILING TILE, (1) MILWAUKEE SAW
May 2, 2023	53213	\$ 802.82	A-1 AUTO ELECTRIC/FRESNO MOTOR	WATER, SEWER	2016 FORD F-250 PICKUP- HARNESS, ADAPTER - PUBLIC WORKS
May 2, 2023	53214	\$ 283.84	ADT SECURITY SERVICES	GENERAL, WATER, SEWER	SECURITY SERVICES 05/13/23 - 06/12/23 CITY HALL AND DMV
May 2, 2023	53215	\$ 1,174.01	ALERT-0-LITE	GENERAL, WATER, SEWER	(1) 2GAL HD WTR COOLER, (1) MAGNET TOWING KIT, (1) MINI LIGHT BAR
May 2, 2023	53216	\$ 950.00	AMERICAN PAVING CO.	WATER	REFUND FOR HYDRANT METER
May 2, 2023	53217	\$ 684.09	AT&T	GENERAL,WATER,SEWER	CITYWIDE PHONE SERVICE 03/25/23 - 04/24/23
May 2, 2023	53218	\$ 1,413.23	AT&T MOBILITY	GENERAL	POLICE DEPARTMENT CELL SERVICE 03/12/23 - 04/11/23
May 2, 2023	53219	\$ 450.00	BAR PSYCHOLOGICAL GROUP	GENERAL	POST PSYCH SCREEN (PD)
May 2, 2023	53220	\$ 872.00	BSK ASSOCIATES	WATER, SEWER	WW WEEKLY GRAB SAMPLE BOD, TDS 04/04/23, GENERAL EDT WEEKLY TREATMENT & DISTRIBUTION 04/11/23
May 2, 2023	53221	\$ 160.18	CALIFORNIA STATE LANDS COMMISS	WATER	CPI RENT 06/23/23 - 06/22/24 - FRESNO SLOUGH
May 2, 2023	53222	\$ 2,591.40	DELTA SAND, GRAVEL & RECYCLING	GENERAL	(96) CLASS II AG BASE ROCK (INCLUSIVE PARK)
May 2, 2023	53223	\$ 268.40	FRESNO COUNTY SHERIFF	GENERAL	23 - PRISONER PROCESSING SERVICES 3RD QTR JANUARY - MARCH 2023
May 2, 2023	53224	\$ 938.94	LEAF	GENERAL, WATER, SEWER	(2) KYROCERA COPIER LEASE PAYMENT FOR APRIL - JUNE 2023 CITY HALL AND PD
May 2, 2023	53225	\$ 151.26	MENDOTA 1 SMOG	GENERAL	2020 FORD POLICE INTERCEPT- AC SERVICE & CHECK (PD)
May 2, 2023	53226	\$ 344.65	METRO UNIFORM	GENERAL	(1) ADD ZIPPER SHIRT, (2) MENDOTA SHOULDER PATCH, (1) SAM BWN BELT,(1) CUFF CASE -K.SMITH (PD)
May 2, 2023	53227	\$ 3,771.05	MID VALLEY DISPOSAL, INC	REFUSE, STREETS	SANITATION CONTRACT SERVICE APRIL 1-15 2023
May 2, 2023	53228	\$ 500.66	PLATT ELETRIC SUPPLY	STREETS	(500) THHN-STR-CU 500 FT (450) THHN-WHI-STR-CU 1000F
May 2, 2023	53229	\$ 56,773.62	PROVOST & PRITCHARD	GENERAL, WATER, STREETS, SEWER	PROF SERV- MARCH 2023 - CONSTRUCTION WELL10&EXT TRAN, PROF SERV: ROJAS PIERCE PARK IMPROVEMENTS
May 2, 2023	53230	\$ 301.10	STATE OF CALIFORNIA	STREETS	SIGNAL & LIGHTING BILLING JANUARY -MARCH 2023
May 2, 2023	53231	\$ 209.62	USA BLUEBOOK	WATER	(1) CR RELEASED (1) ALUM DECHLOR DIFFUSER
May 2, 2023	53232	\$ 34.64	OCTAVIO BALVERDE	WATER	MO CUSTOMER REFUND FOR BAL0003
May 2, 2023	53233	\$ 23.90	SANTIAGO J. ORELLANA ALVARADO	WATER	MO CUSTOMER REFUND FOR GAR0142
May 2, 2023	53234	\$ 41.02	GENDI GUZMAN	WATER	MO CUSTOMER REFUND FOR GUZ0011
May 2, 2023	53235	\$ 31.55	SARA PORTILLO	WATER	MO CUSTOMER REFUND FOR POR0017

\$ 437,889.10

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: JENNIFER LEKUMBERRY, DIRECTOR OF ADMINISTRATIVE SERVICES/ ASSISTANT CITY MANAGER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: 401(K) PLAN AMENDMENT CHANGING THE MATCHING CONTRIBUTION FORMULA TO DISCRETIONARY
DATE: MAY 9, 2023

ISSUE

Shall the City Council adopt Resolution No. 23-25, approving an amendment to the 401(k) plan agreement, changing the matching contribution formula to discretionary?

BACKGROUND

For employees currently excluded from CalPERS, the City of Mendota currently provides an employer match of 5% to the employee's 401(k) account if the employee contributes a minimum of 3% of their salary to their 401(k) account.

ANALYSIS

Effective May 22, 2023, the safety category will be included in the City's CalPERS plan. Simultaneously, the City Council has decided that the City will no longer provide the match toward the employee's 401(k), however will continue to offer participation in the City's 401(k) as an optional benefit. The City entered into a side letter agreement with the MPOA outlining the abovementioned change, and the other employees that are impacted by this change have been notified of the change. In order to formally make the change, the City is required to amend the existing agreement through the amendment attached to Resolution No. 23-25.

FISCAL IMPACT

No fiscal impact.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 23-25, approving an amendment to the 401(k) plan agreement, changing the matching contribution formula to discretionary.

Attachments:

1. Resolution No. 23-25
2. Exhibit "A" – City of Mendota 401(K) Profit Sharing Plan Amendment

**BEFORE THE CITY COUNCIL
OF THE
CITY OF MENDOTA, COUNTY OF FRESNO**

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
AN AMENDMENT TO THE 401(K) PLAN
AGREEMENT, CHANGING THE MATCHING
CONTRIBUTION FORMULA TO DISCRETIONARY**

RESOLUTION NO. 23-25

WHEREAS, the City of Mendota (the "City") maintains the City of Mendota 401(k) Profit Sharing Plan (the "Plan") for the benefit of eligible employees; and

WHEREAS, pursuant to Section 12.01 of the Plan, the City desires to amend the Plan by changing the matching contribution formula to discretionary; and

WHEREAS, if approved, this Plan change is set to take effect on May 22, 2023, simultaneously with the start of CalPERS benefits for the newly added safety category.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby approves the amendment in substantially the form attached hereto as Exhibit "A," and authorizes the City Manager, or his designee, to execute all documents necessary to effect this amendment to the City of Mendota 401(k) Profit Sharing Plan.

Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 9th day of May, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

EXHIBIT A

**CITY OF MENDOTA
FORMAL RECORD OF ACTION**

The following is a formal record of action taken by the governing body of City Of Mendota (the "Employer").

With respect to the amendment of the City of Mendota 401(k) Profit Sharing Plan (the "Plan"), the following resolutions are hereby adopted:

RESOLVED: That the Plan be amended in the form attached hereto, which amendment is hereby adopted and approved;

RESOLVED FURTHER: That the appropriate officers of the Employer be, and they hereby are, authorized and directed to execute said amendment on behalf of the Employer;

RESOLVED FURTHER: That the officers of the Employer be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions including, without limitation, causing to be prepared and filed such reports documents or other information as may be required under applicable law.

Dated this [redacted] day of [redacted], 2023.

[redacted]

[redacted]

[redacted]

CITY OF MENDOTA 401(K) PROFIT SHARING PLAN

AMENDMENT

WHEREAS, City Of Mendota (the "Employer") maintains the City of Mendota 401(k) Profit Sharing Plan (the "Plan") for the benefit of certain of its employees; and

WHEREAS, Pursuant to Section 12.01 of the Plan, the Employer desires to amend the Plan;

NOW, THEREFORE, the Plan is hereby amended by substituting the following in the Adoption Agreement, effective as of 05/22/2023:

SECTION D. CONTRIBUTIONS - EMPLOYER MATCHING, NON-ELECTIVE AND OTHER CONTRIBUTIONS

Employer Matching - Formula

8. Employer Matching Contribution Formula

- a. A discretionary amount. The amount will be allocated:
 - i. as a uniform percentage of Matched Employee Contributions.
 - ii. as a flat dollar amount for each Participant.
 - iii. based on written instructions provided by the Employer to the Plan Administrator (or Trustee, if applicable) describing (1) how the discretionary Employer Matching Contribution formula will be allocated to Participants (e.g., a uniform percentage of Matched Employee Contributions or a flat dollar amount), (2) the computation period(s) to which the discretionary Employer Matching Contribution formula applies, and (3) if applicable, a description of each business location or business classification subject to separate discretionary Employer Matching Contribution allocation formulas. Such instructions must be provided no later than the date on which the discretionary Employer Matching Contribution is made to the Plan. A summary of these instructions must be communicated to Participants who receive discretionary Employer Matching Contributions. The summary must be communicated to Participants no later than 60 days following the date on which the last discretionary Employer Matching Contribution is made to the Plan for a Plan Year.
- b. Single rate. The Employer will contribute as an Employer Matching Contribution an amount equal to
 - i. _____% of the Participant's Matched Employee Contributions that are not in excess of
 - ii. _____% of the Participant's Plan Compensation
- c. Two rates. The Employer will contribute as an Employer Matching Contribution an amount equal to
 - Rate One**
 - i. _____% of the Participant's Matched Employee Contributions that are not in excess of
 - ii. _____% of the Participant's Plan Compensation; plus
 - Rate Two**
 - iii. _____% of the amount of the Participant's Matched Employee Contributions that exceed _____% of the Participant's Plan Compensation but that do not exceed
 - iv. _____% of the Participant's Plan Compensation
- d. Three rates. The Employer will contribute as an Employer Matching Contribution an amount equal to
 - Rate One**
 - i. _____% of the Participant's Matched Employee Contributions that are not in excess of
 - ii. _____% of the Participant's Plan Compensation; plus
 - Rate Two**
 - iii. _____% of the amount of the Participant's Matched Employee Contributions that exceed _____% of the Participant's Plan Compensation but that do not exceed
 - iv. _____% of the Participant's Plan Compensation; plus
 - Rate Three**
 - v. _____% of the amount of the Participant's Matched Employee Contributions that exceed _____% of the Participant's Plan Compensation but that do not exceed
 - vi. _____% of the Participant's Plan Compensation
- e. Years of service. See D.11 below
- f. Special schedule. Employer Matching Contributions shall be made according to the following fixed schedule: _____

NOTE: The discretionary formula in D.8a must meet the nondiscrimination requirements regarding benefits, right or features described in Treas. Reg. section 1.401(a)(4)-4.

NOTE: If "Special schedule" is selected, the schedule must describe a formula from the options already available or a combination thereof (e.g., single rate formula applies to Group A; two rate formula applies to Group B), be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

9. Additional Discretionary Employer Matching Contributions

SECTION D. CONTRIBUTIONS - EMPLOYER MATCHING, NON-ELECTIVE AND OTHER CONTRIBUTIONS

- a. Permit discretionary Employer Matching Contributions to be made in addition to the contributions described in D.8. The amount will be allocated:
 - i. as a uniform percentage of Matched Employee Contributions.
 - ii. as a flat dollar amount for each Participant.
 - iii. based on written instructions provided by the Employer to the Plan Administrator (or Trustee, if applicable) describing (1) how the discretionary Employer Matching Contribution formula will be allocated to Participants (e.g., a uniform percentage of Matched Employee Contributions or a flat dollar amount), (2) the computation period(s) to which the discretionary Employer Matching Contribution formula applies, and (3) if applicable, a description of each business location or business classification subject to separate discretionary Employer Matching Contribution allocation formulas. Such instructions must be provided no later than the date on which the discretionary Employer Matching Contribution is made to the Plan. A summary of these instructions must be communicated to Participants who receive discretionary Employer Matching Contributions. The summary must be communicated to Participants no later than 60 days following the date on which the last discretionary Employer Matching Contribution is made to the Plan for a Plan Year.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed this _____ day of _____, 2023.

CITY OF MENDOTA:

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY BANDA, FINANCE DIRECTOR
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2022-2023
DATE: MAY 9, 2023

ISSUE

Shall the City Council adopt Resolution No. 23-26, approving an amendment to the budget for Fiscal Year 2022-2023?

BACKGROUND

The City Council approved the City of Mendota’s (“City”) budget for the fiscal year 2022-2023 on June 14, 2022 and approved a budget amendment on November 8, 2022. A proposed budget amendment for increased expenditures to the General Fund, the Public Works Department Fleet, an Inclusive Playground, Christmas Decoration for Oller Street, professional services from Townsend Public Affairs, Inc., and increasing the budget line item for the City Council meetings is requested before the close of the fiscal year.

ANALYSIS

The Public Works and Public Utilities Departments anticipated purchasing fleet vehicles for the fiscal year 2022-2023. The latest year currently in our fleet to date are models ranging from 2016 thru 2007. During the procurement process, our budgeted numbers were below the market prices. The Water and Sewer Departments could cover the additional amount for the purchase of the vehicles due to savings from other budgeted projects. However, our General Fund could not accommodate the additional expenditures for the cost of the vehicles. We originally budgeted \$120,000.00. The City purchased four vehicles for \$228,232.63.

Other projects that evolved through this fiscal year were the development of a newly constructed inclusive playground, Christmas decorations for Oller Street, professional services from Townsend Public Affairs, Inc., and an increase in the budget line item for the City Council’s meeting. In Mendota, there are about forty families who have children with disabilities. These families travel to Fresno to attend a public park with equipment their children can use due to their abilities. The City secured a grant to reduce the purchase of inclusive playground equipment by \$153,000.00. This project was not budgeted. Another project that was not budgeted was the purchase of Christmas decorations for Oller Street. The Christmas decorations displayed on Oller Street have been installed annually since 1980. However, the decorations are at the end of their lifecycle. To be prepared for the next holiday season, the City needed to place an order at the beginning of the calendar year to have the Christmas decorations to be delivered on time. And finally, the professional services retained for Townsend Public Affairs Inc. to assist the City in seeking potential funding in the future. The amount charged was \$10,000.00 and may

be used in the future to offset potential grant consulting services. But in addition to these professional services, for the City to successfully secure future funding, the City Council needs to make a presence alongside meeting with our State and Federal Legislature. Therefore, we propose increasing the budget line item for the City Council's meetings by \$5,000.00. All expenditures could proceed with approval using General Fund revenues generated from Public Benefit Fees.

FISCAL IMPACT

General Fund. \$487,026.00. The funding will be from Public Benefit Fees.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 23-26, approving an amendment to the budget for Fiscal Year 2022-2023.

Attachment(s):

1. Resolution No. 23-26
2. Exhibit "A" - Amended Budget FY 2022-2023 (05092023)

**BEFORE THE CITY COUNCIL
OF THE
CITY OF MENDOTA, COUNTY OF FRESNO**

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
AN AMENDMENT TO THE BUDGET FOR
FISCAL YEAR 2022-2023**

RESOLUTION NO. 23-26

WHEREAS, the City of Mendota (“City”) approved the budget for the Fiscal Year 2022-2023 on June 14, 2022; and

WHEREAS, since the adoption of the City’s budget, the City has approved one budget amendment on November 8, 2022, to accommodate changes to the organizational structure for the Mendota Police Department and the Public Works/Public Utilities Department; and

WHEREAS, the approved budget identified the purchase of fleet vehicles for the Public Works/Public Utilities Department; however, the line item was not sufficient in today’s market; and

WHEREAS, while shopping for fleet vehicles, opportunities arose for the City to install a new inclusive playground, purchase new Christmas decorations for Oller Street ahead of the holiday season, and retain services from Townsend for potential funding opportunities; and

WHEREAS, with retaining the professional services for funding opportunities, our City Council is attending meetings with our State and Federal Legislature and planning for future exhibits to bring more resources to our community.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota, that the City hereby approves an amendment to the budget for Fiscal Year 2022-2023, attached hereto as Exhibit “A,” by increasing the General Fund (01) by \$487,026.00 with revenues generated from public benefit fees.

Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 9th day of May, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

EXHIBIT A

City of Mendota
Fiscal Year
2022 – 2023
Amended Budget
(05092023)



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Directory

City of Mendota
643 Quince Street
Mendota, CA 93640
(559) 655-3291 Phone
(559) 655-4064 Fax
www.cityofmendota.com

City Council meetings are scheduled every 2nd and 4th Tuesday of the month at City Council Chambers 643 Quince Street, Mendota, California 93640.

City Council

Mayor	Victor Martinez	Term Expires	2026
Mayor Pro-Tem	Libertad Lopez	Term Expires	2026
Council Member	Jose Alonso	Term Expires	2024
Council Member	Joseph Riofrio	Term Expires	2024
Council Member	Oscar Rosales	Term Expires	2024

Departments

City Manager	Cristian Gonzalez	(559) 860-8882	cristian@cityofmendota.com
Finance Director	Nancy Banda	(559) 260-5057	nancy@cityofmendota.com
City Clerk/Events Coordinator	Celeste Cabrera-Garcia	(559) 577-7692	ccabrera@cityofmendota.com
Director of Administrative Services/Assistant City Manager Services	Jennifer Lekumberry	(559) 630-2849	jennifer@cityofmendota.com
Police Chief	Kevin W. Smith	(559) 288-8053	Kevin.Smith@fcle.org

Contract Services

City Attorney	Wanger Jones Helsley PC Attorneys	(559) 233-4800
City Engineer/Planner	Provost & Pritchard	(559) 449-2700

General Fund Budget – Summary

- 1) General Fund Revenue Summary
 - A. Taxes & Fines
 - B. Revenues from use of money or property
 - C. Inter-Governmental Agencies
 - D. Services
 - E. Other Revenues
- 2) General Fund Expenditure Summary
 - A. Salaries & Overtime
 - B. Fringe Benefits
 - C. Contract Services
 - D. Communication Supplies
 - E. Supplies
 - F. Fuel & Utilities
 - G. Repair & Maintenance
 - H. Property & General Liability Insurance
 - I. Meetings-Travel-Training
 - J. Other Expenditures
 - K. Capital Outlay

GENERAL FUND REVENUES

		Average	Approved	FY 21/22	Approved	Amended
		Past 3 Years	Budget	Actual as of	Budget	Budget
			FY 20/21	Apr-22	FY 21/22	FY 22/23
TAXES & FINES:						
01-3000-3010	Current Year Secured - Property Taxes	991,928	975,000	1,144,422	1,030,000	1,030,000
01-3000-3030	Prior Year Secured - Property Taxes	1,495	1,000	-	1,000	1,000
01-3000-3040	Current Year Unsecured - Property Taxes	14,820	13,100	19,755	14,000	15,000
01-3000-3050	Prior Year Unsecured - Property Taxes	1,867	1,200	96	2,000	1,000
01-3000-3070	Home Owner Apportionment - Property Taxes	2,793	1,300	1,401	1,300	1,300
01-3000-3150	Transfer Tax - Property Taxes	15,033	10,000	13,177	10,000	11,000
01-3100-3110	Sales Tax & Use Tax	735,134	616,000	606,688	520,000	685,000
01-3100-3120	Franchise Fees	461,761	512,000	983,039	665,000	1,202,040
01-3100-3130	Business License Tax	83,740	79,000	94,808	79,000	90,000
01-3100-3140	Transient Tax	3,742	3,000	3,380	3,000	3,000
01-3200-3210	Animal License Tax	2,506	3,000	4,095	4,000	4,000
01-3300-3310	Vehicle Fines	41,322	33,500	31,463	33,500	33,500
01-3300-3320	Code Enforcement Fees	13,569	6,000	14,614	20,000	13,000
01-3300-3340	Police Services	7,276	4,000	6,661	2,000	7,000
01-3300-3351	Police Administration Fees	6,577	6,500	5,501	4,500	6,500
01-3300-3359	Vehicle Impound Fees	29,728	17,000	28,418	25,000	25,000
01-3300-3362	DUI	14,584	10,000	12,250	10,000	12,000
01-3800-3350	Parking Citation	14,574	8,000	17,510	10,000	15,000
	TOTAL TAXES & FINES	2,442,449	2,299,600	2,987,277	2,434,300	3,155,340

- Rental Income: Workforce Connection & Employment Development Department: \$3,909.50 (Monthly); Department of Motor Vehicles: \$487.00 (Monthly); Madera County Action Partnership: \$348.85 (Monthly); American Ambulance: \$1,111.95 (Monthly); Mendota Youth Recreation, Inc. \$1.00 (Annual); TerraForm (Solar Farm next to Covanta): \$10,000.00 (Annual); United Security Bank \$1,000.00 (Monthly); Department of Motor Vehicles Kiosk: \$200.00 (Monthly); Fresno Westside Mosquito Abatement: \$1,499.04 (Annual)

REVENUES FROM USE OF MONEY OR PROPERTY:						
01-3400-3410	Investment Interest	3,334	500	6,742	1,500	1,500
01-3400-3420	Rental Income	93,214	101,000	85,417	101,000	101,000
	TOTAL REVENUE MONEY & PROPERTY	96,547	101,500	92,159	102,500	102,500
INTER-GOVERNMENTAL AGENCIES:						
01-3100-3115	Local Public Safety AB2788	43,809	-	51,491	47,156	48,000
01-3500-3580	Public Safety	8,333	10,500	-	10,500	10,500
01-3500-3600	Grants	157,890	450,429	1,445,880	1,086,336	865,429
01-4000-3520	Reimbursements	237,644	228,029	75,063	255,000	255,000
	TOTAL INTER-GOV. AGENCIES	447,677	688,958	1,572,433	1,398,992	1,178,929

- Grants: County of Fresno CDBG \$500,000.00; COPS Hiring Program \$30,429.00; California HCD \$160,000.00; USDA \$50,000.00; Proposition 64 \$125,000.00

GENERAL FUND REVENUES – CONTINUED

<u>SERVICES:</u>						
01-3800-3890	Debit Card Services	2,731	2,500	2,104	2,500	2,500
01-3800-3810	Planning/Engineering (Pass-Thru)	132,454	50,000	63,170	50,000	60,000
01-3200-3228	Plan Check Fees	59,289	40,000	74,045	40,000	50,000
01-3800-3860	Street Sweeping	14,553	14,553	7,277	14,553	14,553
01-3200-3220	Building Fees	90,618	40,000	87,320	40,000	60,000
01-3222-4650	Encroachment Permits	10,134	10,000	3,113	10,000	4,000
	TOTAL SERVICES	309,779	157,053	237,028	157,053	191,053
<u>OTHER REVENUES:</u>						
01-4000-4010	Sale of Property	40,374	4,000	-	4,000	2,000
01-4000-0000		-	-	-	-	-
01-4000-4060	Over/Short	77	-	297	-	-
01-4000-4650	Capital Contributions	29,510	6,000	109,587	6,000	6,000
		-				
	TOTAL OTHER REVENUE	69,961	10,000	109,884	10,000	8,000
01-3900-3903	TRANSFER	234,862	389,518	-	336,029	456,029
TOTAL GENERAL FUND REVENUES		3,601,275	3,646,629	4,998,781	4,438,874	5,091,851

- Transfer: \$336,029.00 (CDBG Fund 9 – Program Income); \$50,000.00 (General Fund Reserve); \$70,000.00 (Public Impact Fees)

GENERAL FUND EXPENDITURES

Fund	Description	Average Past 3 Years	Approved Budget FY 20/21	FY 21/22 Actual as of Apr-22	Approved Budget FY 21/22	Amended Budget FY 22/23
	SALARIES & OVERTIME					
01-xxx-5010	Salaries, Regular	1,004,886	1,056,562	1,064,080	1,290,655	1,402,208
01-xxx-5060	Overtime	73,881	59,350	76,381	59,350	75,350
	Total Salaries & Overtime	1,078,767	1,115,912	1,140,462	1,350,005	1,477,558
	FRINGE BENEFITS					
01-xxx-5900	Uniform	12,546	12,700	8,301	14,760	15,900
01-xxx-6050	Retirement	36,301	39,065	38,525	72,460	140,096
01-xxx-6060	Health & Life Insurance	237,376	286,272	183,858	280,548	266,379
01-xxx-6070	F.I.C.A./Medicare	84,725	85,375	122,584	103,278	109,579
01-xxx-6080	Workers Compensation	147,371	148,920	149,430	190,190	195,960
01-xxx-6090	Unemployment Insurance	6,370	3,000	5,530	6,000	7,500
01-xxx-6100	Disability Insurance	11,382	12,052	18,623	14,579	15,557
	Total Fringe Benefits	536,071	587,384	526,852	681,815	750,971
	CONTRACT SERVICES					
01-xxx-5100	Election	2,997	2,800	-	2,800	3,000
01-xxx-5820	Legal Services	76,681	124,500	206,116	73,500	79,740
01-xxx-5821	Engineering Services	18,108	18,000	12,000	18,000	18,000
01-xxx-5840	Audit	12,344	11,000	11,723	11,000	12,000
01-xxx-5860	Contract Services - Dispatch	121,533	117,600	97,437	166,056	176,796
01-xxx-5850	Contract Services	169,532	267,190	269,939	369,015	678,241
01-xxx-5851	Contract Services (Pass-Thru)	130,950	50,000	80,445	50,000	50,000
01-xxx-5400	Lab Fees	2,188	2,000	370	2,000	500
01-xxx-5810	Abatement	3,301	8,000	1,545	7,000	7,000
	Total Contract Services	537,634	601,090	679,574	699,371	1,025,277
	COMMUNICATION					
01-xxx-5200	Telephone / Radio's	32,615	29,180	32,117	29,500	35,156
01-xxx-5360	Postage	3,962	3,530	3,503	3,420	3,730
	Total Communication	36,577	32,710	35,620	32,920	38,886
	SUPPLIES					
01-xxx-5350	Office Supplies	10,961	8,750	5,225	9,200	7,500
01-xxx-5800	Special Department Supplies	53,324	37,400	29,200	47,800	44,588
	Total Supplies	64,285	46,150	34,425	57,000	52,088
	FUEL & UTILITY					
01-xxx-5500	Fuel	16,375	19,434	20,869	17,534	22,700
01-xxx-5150	Utilities	37,289	33,740	27,125	29,000	32,000
	Total Fuel & Utility	53,664	53,174	47,993	46,534	54,700

GENERAL FUND EXPENDITURES - CONTINUED

	REPAIR & MAINTENANCE					
01-xxx-5450	Vehicle Maintenance/Operations	23,668	20,200	19,132	22,650	23,815
01-xxx-5460	Facility Repair	36,436	51,620	35,772	31,053	54,500
01-xxx-5600	Office Equipment Maintenance	3,902	2,124	6,432	3,500	6,500
	Total Repair & Maintenance	64,006	73,944	61,337	57,203	84,815
01-xxx-6110	P & GL INSURANCE	5,558	7,411	10,155	10,166	10,200
01-xxx-6300	MEETINGS/TRAVEL/TRAINING	17,636	19,300	16,412	19,100	36,900
	OTHER EXPENDITURES					
01-xxx-5300	Advertising & Publication	5,535	4,900	1,987	4,600	2,650
01-xxx-5950	Rent/Lease of Equip./ PD Bld.	48,587	67,500	36,135	54,500	54,000
01-xxx-6200	Principal	30,155	25,358	28,640	24,555	24,555
01-xxx-6210	Bonds-Interest	9,055	-	1,360	-	-
01-xxx-6211	Interest Expense	10,470	9,425	-	5,445	5,445
01-xxx-6250	Memberships & Dues	8,581	7,233	5,984	7,358	7,383
01-xxx-6305	K-9 Progam	-	-	862	1,900	1,200
01-xxx-6310	Proposition 64	-	-	25,300	82,850	83,000
01-xxx-6400	Taxes and Assessments	293	453	283	453	300
01-xxx-6510	Community Promotion	907	1,000	130	600	600
01-xxx-xxx	Transfer	-	-	-	-	50,000
01-xxx-7000	American Rescue Plan	-	-	440,472	517,500	-
	Total Other Expenditures	113,583	115,869	541,153	699,761	229,133
01-xxx-6500	CAPITAL OUTLAY	388,724	1,046,325	94,171	785,000	1,398,775
	TOTAL General Fund EXPENDITURES	2,896,505	\$ 3,699,269	\$ 3,188,152	4,438,875	5,091,851

General Fund Budgets

- 1) City Council
- 2) City Administration
- 3) Finance Department
- 4) Planning & Engineering
- 5) Police
- 6) Code Enforcement
- 7) Animal Control
- 8) Building Department
- 9) Buildings & Grounds
- 10) Administrative Services
 - A Senior Center
 - B. Human Resources

CITY COUNCIL
Amended Budget for Fiscal Year 2022-23 – General Fund

		Average	Approved	FY 21/22	Approved	Amended
Fund	Description	Past 3 Years	Budget	Actual as of	Budget	Budget
			FY 20/21	Apr-22	FY 21/22	FY 22/23
City Council						
01-5060-5010	Salaries, Regular	17,900	18,000	15,000	18,000	18,000
01-5060-5100	Elections	2,997	2,800	-	2,800	3,000
01-5060-5200	Telephone	1,312	1,300	1,753	1,300	1,900
01-5060-5350	Office Supplies	629	350	31	900	200
01-5060-6060	Health & Life Insurance	46,192	68,635	37,610	62,958	65,437
01-5060-6070	F.I.C.A. / Medicare	2,032	1,377	1,530	1,377	1,377
01-5060-6100	Disability Insurance	274	194	232	194	194
01-5060-6300	Meetings/Travel/Training	7,246	8,000	10,004	7,500	13,000
01-5060-6510	Community Promotions	907	1,000	130	600	600
	Total Expenditures	79,488	101,656	66,291	95,629	103,708

CITY ADMINISTRATION
Amended Budget for Fiscal Year 2022-23 – General Fund

			Approved	FY 21/22	Approved	Amended
		Average	Budget	Actual as of	Budget	Budget
Fund	Description	Past 3 Years	FY 20/21	Apr-22	FY 21/22	FY 22/23
City Administration						
01-5070-5010	Salaries, Regular	60,237	72,855	63,801	83,145	99,423
01-5070-5200	Telephone	3,521	3,650	2,172	3,650	2,606
01-5070-5300	Advertising & Publication	4,654	3,500	1,987	3,500	2,500
01-5070-5350	Office Supplies	6,461	5,000	4,264	5,000	5,000
01-5070-5360	Postage	2,175	2,000	2,052	2,000	2,200
01-5070-5450	Vehicle Maintenance/Operations	378	200	841	200	900
01-5070-5600	Office Equipment Maintenance	3,902	2,124	6,432	3,500	6,500
01-5070-5800	Special Department Supplies	2,628	3,000	1,330	4,700	6,388
01-5070-5820	Legal Services	54,433	35,000	45,240	45,000	49,740
01-5070-5850	Contract Services/Fire Protection	107,871	197,000	209,220	310,812	484,045
01-5070-5950	Lease Payment	452	3,500	3,530	3,500	4,000
01-5070-6050	Retirement	4,289	5,515	4,423	6,429	7,427
01-5070-6060	Health & Life Insurance	9,365	15,003	9,839	14,254	13,907
01-5070-6070	F.I.C.A. / Medicare	4,465	5,573	38,230	6,361	7,606
01-5070-6080	Workers Compensation	9,194	9,881	8,332	11,871	13,712
01-5070-6090	Unemployment Insurance	304	1,000	2,518	1,000	2,500
01-5070-6100	Disability Insurance	600	787	5,945	898	1,074
01-5070-6250	Memberships & Dues	7,566	6,000	5,371	6,000	6,000
01-5070-6300	Meetings/Travel/Training	1,691	2,000	175	2,000	13,000
01-5070-6500	Capital Outlay	24,267	6,000	-	-	-
01-5070-7000	American Rescue Plan-Premium Pay	-	-	440,472	517,500	-
01-0000-000	Transfer	-	-	-	-	50,000
	Total Expenditures	308,455	379,588	856,174	1,031,320	778,528

- Special Department Supplies: Portable Address System, Portable Podium (shared cost with the Water and Sewer Funds) (5800)
- Contract Services: Fire Protection Services (\$270,000.00) (5850)
- Transfer to General Fund Reserve (\$50,000.00)

FINANCE DEPARTMENT
Amended Budget for Fiscal Year 2022-23 – General Fund

			Approved	FY 21/22	Approved	Amended
		Average	Budget	Actual as of	Budget	Budget
Fund	Description	Past 3 Years	FY 20/21	Apr-22	FY 21/22	FY 22/23
Finance Department						
01-5080-5010	Salaries, Regular	23,057	43,629	6,041	43,629	22,842
01-5080-5200	Telephone	233	130	349	250	350
01-5080-5350	Office Supplies	420	800	-	600	600
01-5080-5840	Audit Fee	12,344	11,000	11,723	11,000	12,000
01-5080-5900	Uniform	316	400	555	700	1,800
01-5080-6050	Retirement	1,518	3,373	66	3,373	412
01-5080-6060	Health & Life Insurance	1,968	2,910	-	2,910	5,420
01-5080-6070	F.I.C.A. / Medicare	1,752	3,338	462	3,338	1,747
01-5080-6080	Workers Compensation	3,470	5,917	770	6,229	3,142
01-5080-6100	Disability Insurance	228	471	72	471	247
01-5080-6250	Memberships & Dues	317	433	265	433	433
01-5080-6300	Meetings/Travel/Training	280	400	-	600	1,500
	Total Expenditures	45,903	72,801	20,303	73,533	50,493

PLANNING & ENGINEERING
Amended Budget for Fiscal Year 2022-23 – General Fund

Fund	Description	Average Past 3 Years	Approved Budget FY 20/21	FY 21/22 Actual as of Apr-22	Approved Budget FY 21/22	Amended Budget FY 22/23
Planning & Engineering						
01-5110-5010	Salaries - Regular	6,140	-	100	3,600	3,600
01-5110-5300	Advertising & Publications	683	1,000	-	700	-
01-5110-5800	Special Dept. Supplies	56	-	-	-	-
01-5110-5821	Engineering	18,108	18,000	12,000	18,000	18,000
01-5110-5850	Contract Services	14,178	28,000	29,747	15,000	141,296
01-5110-5851	Contract Services (Pass-Thru)	130,950	50,000	80,445	50,000	50,000
01-5110-6050	Retirement	370	-	8	-	-
01-5110-6060	Health & Life	498	-	-	-	-
01-5110-6070	F.I.C.A. / Medicare	470	-	7	275	275
01-5110-6080	Workers Compensation	873	-	7	526	498
01-5110-6100	Disability Insurance	57	-	1	39	39
01-5110-6300	Travel/Meetings	11	-	-	-	-
01-5110-6500	Capital Outlay	-	160,000	-	160,000	160,000
	Total Expenditures	172,396	257,000	122,313	248,140	373,708

- Contract Services: Multijurisdictional Housing Element \$111,296.00 (5850)
- Contract Services (Pass-Thru): This line item is for development projects that are paid by the applicant. The applicant pays the City as a pass-thru for services provided by contracted parties.
- Capital Outlay: SB2 Planning Grant – Zoning Update; City Hall Front Counter Improvements; Scanner - \$160,000.00 (6500)

POLICE

Amended Budget for Fiscal Year 2022-23 – General Fund

Fund	Description	Average Past 3 Years	Approved Budget FY 20/21	FY 21/22 Actual as of Apr-22	Approved Budget FY 21/22	Amended Budget FY 22/23
Police						
01-6150-5010	Salaries - Regular	624,673	648,021	592,420	664,323	650,065
01-6150-5020	Salaries - Part - Time	36,529	78,922	96,411	192,608	245,925
01-6150-5060	Overtime	64,676	55,000	66,548	55,000	65,000
01-6150-5150	Utilities	20,721	17,000	14,033	15,000	16,000
01-6150-5200	Telephone	27,349	24,000	27,842	24,000	30,000
01-6150-5300	Advertising & Publication	198	400	-	400	150
01-6150-5350	Office Supplies	2,602	2,000	733	2,000	1,000
01-6150-5360	Postage	1,615	1,400	1,328	1,300	1,400
01-6150-5400	Lab Fees	2,188	2,000	370	2,000	500
01-6150-5450	Vehicle Maintenance/Operations	16,727	13,500	14,259	17,000	17,000
01-6150-5460	Facility Repair / Maint.	1,323	1,000	302	1,000	500
01-6150-5500	Fuel	14,123	17,000	18,296	15,000	19,000
01-6150-5800	Special Department Supplies	22,853	15,000	6,397	25,200	15,000
01-6150-5820	Legal Services	14,197	85,000	122,487	25,000	25,000
01-6150-5850	Contract Services	25,611	22,000	20,711	23,000	23,000
01-6150-5860	Contract Services Dispatch	121,533	117,600	97,437	166,056	176,796
01-6150-5900	Uniform	11,157	11,400	6,535	12,600	12,000
01-6150-5950	Lease Payment	48,135	51,000	32,605	51,000	50,000
01-6150-6050	Retirement	12,895	18,262	12,888	42,985	40,935
01-6150-6060	Health & Life	147,328	156,168	109,454	143,411	131,657
01-6150-6070	F.I.C.A. / Medicare	57,032	59,818	59,411	69,763	72,750
01-6150-6080	Workers Compensation	100,822	106,053	103,102	130,202	130,895
01-6150-6090	Unemployment Insurance	6,066	2,000	3,013	5,000	5,000
01-6150-6100	Disability Insurance	7,698	8,445	8,984	9,849	10,271
01-6150-6110	P & GL Insurance	3,582	4,666	6,394	6,405	6,400
01-6150-6250	Memberships & Dues	699	800	348	800	550
01-6150-6300	Meetings/Travel	8,010	8,000	5,346	8,000	8,000
01-6150-6500	Capital Outlay	92,808	159,000	1,288	50,000	131,750
	Total Expenditures	1,493,149	1,685,455	1,428,943	1,758,902	1,886,544

- Salaries – Part-Time: (4) R124 (5020)
- Contract Services Dispatch: Fresno County Sheriff Department (5860)
- Capital Outlay: (3) Police Ford Explorer Interceptors \$123,000.00 (\$50,000.00-Grant Reimbursable); Camera System (6500)

CODE ENFORCEMENT

Amended Budget for Fiscal Year 2022-23 – General Fund

Fund	Description	Average 3 Years	Approved Budget FY 20/21	FY 21/22 Actual as of Apr-22	Approved Budget FY 21/22	Amended Budget FY 22/23
Code Enforcement						
01-6160-5010	Salaries	27,525	26,462	58,909	98,364	96,775
01-6160-5060	Overtime	335	500	1,608	500	500
01-6160-5360	Postage	173	130	123	120	130
01-6160-5450	Vehicle Maintenance/Operations	92	750	275	200	300
01-6160-5500	Fuel	386	534	558	534	600
01-6160-5800	Special Department Supplies	1,086	600	-	200	200
01-6160-5810	Abatement	3,301	8,000	1,545	7,000	7,000
01-6160-5820	Legal Services	8,051	4,500	38,388	3,500	5,000
01-6160-5850	Contract Services	240	100	0	100	100
01-6160-5900	Uniform	394	200	496	480	550
01-6160-6050	Retirement	1,865	2,046	4,453	7,606	6,630
01-6160-6060	Health & Life Insurance	2,413	2,786	5,306	37,875	15,278
01-6160-6070	F.I.C.A. / Medicare	2,281	2,063	4,834	7,564	7,441
01-6160-6080	Workers Compensation	3,007	3,657	8,097	14,115	13,480
01-6160-6100	Disability Insurance	308	291	721	1,068	1,051
01-6160-6300	Travel/Meeting	38	300	-	300	300
01-6160-6310	Proposition 64	-	-	25,300	82,850	83,000
	Total Expenditures	51,494	52,919	150,613	262,376	238,335

- Salaries: (2) Community Service Officers (Grant Reimbursable) (5010)
- Proposition 64: Meetings, Events, Trainings, K-9, Vehicle, Drone, Tablet, Professional Services (6310)

ANIMAL CONTROL

Amended Budget for Fiscal Year 2022-23 – General Fund

			Approved	FY 21/22	Approved	Amended
		Average	Budget	Actual as of	Budget	Budget
Fund	Description	Past 3 Years	FY 20/21	Apr-22	FY 21/22	FY 22/23
Animal Control						
01-6170-5010	Salaries	23,918	26,462	22,783	28,358	19,592
01-6170-5060	Overtime	864	850	835	850	850
01-6170-5450	Vehicle Maintenance/Operations	956	750	91	750	400
01-6170-5460	Facility Repair/Maintenance	1,089	500	912	500	1,000
01-6170-5500	Fuel	319	400	418	500	500
01-6170-5800	Special Department Supplies	1,776	2,800	2,282	2,500	2,500
01-6170-5850	Contract Services	12,608	9,000	1,350	1,500	1,500
01-6170-5900	Uniform	322	200	443	480	550
01-6170-6050	Retirement	1,845	1,996	1,711	2,193	865
01-6170-6060	Health & Life Insurance	3,171	2,786	1,359	2,786	4,101
01-6170-6070	F.I.C.A. / Medicare	1,991	2,097	1,801	2,235	1,563
01-6170-6080	Workers Compensation	3,541	3,718	3,360	4,170	2,812
01-6170-6100	Disability Insurance	271	296	272	315	221
01-6170-6300	Travel/Meeting	359	200	887	200	600
01-6170-6305	K-9 Program Expenses	-	-	862	1,900	1,200
01-6170-6500	Capital Outlay	-	-	51,664	-	0
	Total Expenditures	53,029	52,055	91,032	49,237	38,254

BUILDING DEPARTMENT
Amended Budget for Fiscal Year 2022-23 – General Fund

			Approved	FY 21/22	Approved	Amended
		Average	Budget	Actual as of	Budget	Budget
Fund	Description	Past 3 Years	FY 20/21	Apr-22	FY 21/22	FY 22/23
Building Department						
01-7180-5010	Salaries	37,374	43,148	37,929	45,677	37,505
01-7180-5350	Office Supplies	130	-	-	-	-
01-7180-5500	Fuel	428	500	523	500	600
01-7180-5800	Special Department Supplies	585	1,000	564	200	500
01-7180-5850	Contract Services	116	1,000	-	400	-
01-7180-6050	Retirement	2,535	3,336	2,070	3,286	2,802
01-7180-6060	Health & Life Insurance	4,677	6,762	699	2,262	4,106
01-7180-6070	F.I.C.A./Medicare	2,556	3,301	2,131	3,494	2,869
01-7180-6080	Workers Compensation	6,258	5,852	4,945	6,522	5,159
01-7180-6100	Disability Insurance	307	466	248	493	405
01-7180-6200	Bond Principal	15,938	23,259	28,640	24,555	24,555
01-7180-6210	Bond Interest	9,055	-	1,360	-	-
01-7180-6211	Interest Expense	9,490	6,741	-	5,445	5,445
	Total Expenditures	89,449	95,365	79,109	92,834	83,946

- Bond Principal (6200) and Interest Expense (6211): Redevelopment Agency Payment for the City Hall Expansion

BUILDINGS & GROUNDS

Amended Budget for Fiscal Year 2022-23 – General Fund

			Approved	FY 21/22	Approved	Amended
		Average	Budget	Actual as of	Budget	Budget
Fund	Description	Past 3 Years	FY 20/21	Apr-22	FY 21/22	FY 22/23
Buildings & Grounds						
01-7250-5010	Salaries	143,124	86,063	170,686	92,567	175,097
01-7250-5060	Overtime	8,006	3,000	7,391	3,000	9,000
01-7250-5150	Utilities	15,130	15,140	13,092	14,000	16,000
01-7250-5450	Vehicle Maintenance/Operations	5,094	5,000	3,666	4,500	5,215
01-7250-5460	Facility Repair/Maintenance	34,024	50,000	34,558	29,553	53,000
01-7250-5500	Fuel	1,120	1,000	1,074	1,000	2,000
01-7250-5800	Special Department Supplies	24,340	15,000	18,627	15,000	20,000
01-7250-5850	Contract Services	8,639	9,870	8,910	18,203	15,000
01-7250-5900	Uniform	357	500	271	500	1,000
01-7250-5950	Lease Payment	-	13,000	-	0	-
01-7250-6050	Retirement	10,970	4,537	12,907	6,588	11,078
01-7250-6060	Health & Life Insurance	21,766	31,222	19,590	14,092	26,473
01-7250-6070	F.I.C.A./Medicare	11,808	6,813	14,179	7,311	11,397
01-7250-6080	Workers Compensation	19,557	12,079	20,818	13,645	21,670
01-7250-6100	Disability Insurance	1,597	962	2,147	1,032	1,694
01-7250-6110	Property & General Liability	1,975	2,745	3,761	3,761	3,800
01-7250-6200	Principal	14,217	2,099	-	-	-
01-7250-6211	Interest	981	2,684	-	-	-
01-7250-6400	Taxes & Assessments	293	453	283	453	300
01-7250-6500	Capital Outlay	271,649	721,325	41,219	575,000	1,107,025
	Total Expenditures	594,647	983,492	373,179	800,205	1,479,750

- Facility Repair/Maintenance: Council Chambers Audio; Binder for Tire-Derived Product at CA 180 Welcome Sign Improvements (5460)
- Capital Outlay: Phase II Rojas-Pierce Park Expansion (\$550,000.00); Truck Purchase; Honor Wall at Rojas-Pierce Park (6500)

ADMINISTRATIVE SERVICES

Amended Budget for Fiscal Year 2022-23 – General Fund

Fund	Description	Average Past 3 Years	Approved Budget FY 20/21	FY 21/22 Actual as of Apr-22	Approved Budget FY 21/22	Amended Budget FY 22/23
<u>Administrative Services</u>						
<u>Senior Center & Recreation</u>						
01-8320-5010	Salaries	4,408	13,000	-	20,384	33,384
01-8320-5150	Utilities	1,438	1,600	-	0	-
01-8320-5200	Telephone	199	100	-	300	300
01-8320-5350	Office Supplies	140	300	-	300	300
01-8320-5460	Building Operations S/M	-	120	-	0	-
01-8320-5850	Contract Services	270	220	-	0	13,300
01-8320-6050	Retirement	13	-	-	0	2,494
01-8320-6070	F.I.C.A./Medicare	337	995	-	1,560	2,554
01-8320-6080	Workers Compensation	647	1,763	-	2,910	4,592
01-8320-6100	Disability Insurance	43	140	-	220	361
01-8320-6300	Travel/Meetings	-	-	-	100.00	-
	Expenditures	7,496	18,238	-	25,774	57,285
<u>Human Resources</u>						
01-8321-5350	Office Supplies	579	300	195	400	400
01-8321-6250	Memberships/Dues	-	-	-	125	400
01-8321-6300	Travel/Meetings	476	400	-	400	500
	Expenditures	1,055	700	195	925	1,300
	Total Expenditures	8,551	18,938	195	26,699	58,585

- Salaries: Senior Center and Recreation Activities (5010)
- Contract Services: AMOR Facility Rents (5850)

Enterprise Fund Budgets

- 1) Refuse Operation Fund
- 2) Sewer Operation Fund
- 3) Water Operation Fund
- 4) Gas Tax – Street Fund
- 5) **Measure “C”** – Street Fund
- 6) **“LTF”** – Street Fund
- 7) Mendota Community Facilities District Fund (CFD)
- 8) Aviation
- 9) **“COPS”**
- 10) Donation Fund
- 11) Landscape & Lighting Maintenance District

REFUSE OPERATION FUND

Amended Budget for Fiscal Year 2022-23

		Average	Approved	FY 21/22	Approved	Amended
Fund	Description	Past 3 Years	Budget	Actual as of	Budget	Budget
			FY 20/21	Apr-22	FY 21/22	FY 22/23
Revenues						
13-3400-3410	Interest Income	-	-	-	-	-
13-4400	Refuse Service	767,848	680,502	595,153	680,502	1,113,147
13-3592-3890	State Grant	6,667	5,000	5,000	5,000	5,000
13-4000-4650	Misc Income	-	-	-	-	-
	TOTAL REVENUES	774,515	685,502	600,153	685,502	1,118,147
Expenditures						
13-7240-5010	Salaries, Regular	34,141	37,039	41,310	43,963	67,931
13-7240-5060	Overtime	1,156	500	546	500	500
13-7240-5374	State Grant	6,172	5,000	621	5,000	5,000
13-7240-5800	Special Department Supplies	194	500	130	500	9,250
13-7240-5840	Audit	1,038	1,230	732	1,230	800
13-7240-5850	Contract Services	673,569	605,509	524,870	605,509	890,514
13-7240-6050	Retirement	2,015	2,713	3,114	3,001	5,502
13-7240-6060	Health & Life Insurance	6,844	12,535	7,649	7,927	14,924
13-7240-6070	F.I.C.A./Medicare	2,632	2,864	3,227	3,402	5,212
13-7240-6080	Workers Compensation	5,172	5,078	5,332	6,348	9,472
13-7240-6100	Disability Insurance	353	404	489	480	736
	Total Expenditures	733,285	673,372	588,020	677,860	1,009,841

- Special Department Supplies: Cameras (5800)

SEWER OPERATION FUND

Amended Budget for Fiscal Year 2022-23

Fund	Description	Average Past 3 Years	Approved Budget FY 20/21	FY 21/22 Actual as of Apr-22	Approved Budget FY 21/22	Amended Budget FY 22/23
Revenues						
10-3400-3410	Interest Income	6,555	-	-	-	-
10-3500-3600	Grant	477		3,333	30,000	4,078,699
10-3900-3903	Transfer	44,785	-	-	388,800	200,000
10-4000-4650	Misc Revenue	9,613	-	500	-	-
10-4300-4200	Sewer Service	1,501,323	1,344,445	1,191,553	1,387,108	1,590,553
10-4200-4300	Connection Fee	12,722	4,000	3,847	4,000	4,000
	TOTAL REVENUES	1,575,475	1,348,445	1,199,233	1,809,908	5,873,252
Expenditures						
10-7210-5010	Salaries, Regular	261,571	405,552	281,347	478,419	492,792
10-7210-5060	Overtime	21,792	15,000	14,588	15,000	16,000
10-7210-5150	Utilities	134,851	116,668	28,225	65,000	34,000
10-7210-5200	Telephone	12,062	11,000	8,914	11,000	11,000
10-7210-5300	Advertising & Publication	2,011	2,000	1,060	1,500	1,500
10-7210-5350	Office Supplies	4,684	5,000	4,296	5,000	6,000
10-7210-5360	Postage	7,739	8,000	8,172	8,000	9,000
10-7210-5400	Lab Analysis	5,144	5,000	8,026	5,500	9,000
10-7210-5410	Chemicals	7,042	7,000	3,381	7,000	7,000
10-7210-5450	Vehicle Maintenance/Operations	12,110	13,000	7,409	6,000	10,717
10-7210-5460	Facility Repair / Maint.	78,536	180,000	65,131	188,000	194,750
10-7210-5500	Fuel	26,079	24,000	35,893	24,000	37,000
10-7210-5600	Office Equipment Maintenance	6,022	3,600	6,432	5,500	7,000
10-7210-5800	Special Department Supplies	14,838	25,000	15,813	16,000	17,666
10-7210-5820	Legal Services	37,436	31,372	24,224	31,372	31,372
10-7210-5821	Engineering Services	19,018	15,000	12,000	15,000	15,000
10-7210-5840	Audit	20,979	20,000	26,379	20,000	27,000
10-7210-5850	Contract Services	97,600	85,000	109,483	101,333	121,333
10-7210-5900	Uniform	3,975	3,700	3,822	4,500	5,000
10-7210-5950	Lease Payment	5,377	81,000	128,069	247,229	129,229
10-7210-6050	Retirement	15,752	28,636	19,393	36,729	39,349
10-7210-6060	Health & Life Insurance	68,578	81,188	50,518	85,600	102,082
10-7210-6070	F.I.C.A./Medicare	21,396	32,172	21,511	37,747	38,717
10-7210-6080	Workers Compensation	39,682	57,038	36,063	70,449	69,715
10-7210-6090	Unemployment Insurance	2,806	4,000	594	3,000	3,000
10-7210-6100	Disability Insurance	2,859	4,542	3,172	5,329	5,466

10-7210-6110	P & GL Insurance	2,363	3,567	4,325	4,330	4,330
10-7210-6200	Bond / Principle	227,956	180,000	75,701	191,081	55,000
10-7210-6210	Bond / Interest	30,007	198,853	2,041	187,969	132,326
10-7210-6211	Interest Expense	-	83,207	-	-	-
10-7210-6250	Memberships & Dues	16,212	12,500	15,534	12,500	17,000
10-7210-6300	Meetings/Travel/Training	1,129	1,100	-	2,500	3,666
10-7210-6400	Taxes & Assessment	751	900	801	850	850
10-7210-6500	Capital Outlay	338,350	90,995	791,739	345,800	4,518,699
	Total Expenditures	1,546,707	1,835,590	1,814,056	2,239,237	6,172,559
	FUND BALANCE:	-	424,411	531,377	429,330	299,307

- Facility Repair/Maintenance: Base Rock for access roads to WWTP (\$50,000.00); Cameras (5460)
- Lease Payment: Signature Payment for Engie Project (5950)
- Capital Outlay: Urban Flood Protection Grant Project (\$4,078,699); (1) Truck; Purple Pipe Project (\$200,000); Backwash Project (\$200,000) (6500)

LONG-TERM LIABILITIES – SEWER

	Principal	Interest	
Wastewater Bonds 2021	\$ 55,000.00	\$ 132,325.74	\$ 187,325.74

WATER OPERATION FUND

Amended Budget for Fiscal Year 2022-23

			Approved	FY 21/22	Approved	Amended
		Average	Budget	Actual as of	Budget	Budget
Fund	Description	Past 3 Years	FY 20/21	Apr-22	FY 21/22	FY 22/23
02-3400-3410	Interest Income	8,159	50	-	50	50
02-3500-3600	Grant	1,790,820	200,000	46,377	230,000	730,000
02-3900-3903	Transfer (ARPA)	-	6,020,331	1,136,605	2,458,111	1,230,000
02-4000-4650	Misc Income	146,130	1,500	52,736	1,500	1,500
02-4200-4201	Water Service	2,059,815	1,939,572	1,703,268	1,960,553	2,081,268
02-4200-4213	Repair Charge	3,198	2,500	4,393	2,500	2,500
02-4200-4300	Connection Fee	32,198	6,000	71,792	6,000	6,000
02-4200-4330	Penalty/Shut-Off	80,187	30,000	6,047	200	200
	TOTAL REVENUES	4,120,508	8,199,953	3,021,217	4,658,914	4,051,518
02-7220-5010	Salaries, Regular	369,865	437,829	341,791	526,130	504,688
02-7220-5060	Overtime	22,600	23,000	17,134	23,000	23,000
02-7220-5150	Utilities	403,457	345,886	287,865	345,886	345,886
02-7220-5200	Telephone	18,761	18,000	15,538	18,000	18,000
02-7220-5300	Advertising & Publication	2,007	2,400	1,060	1,200	1,200
02-7220-5350	Office Supplies	4,620	5,224	4,291	5,224	5,224
02-7220-5360	Postage	7,531	7,200	6,333	6,200	6,400
02-7220-5400	Lab Analysis	19,415	17,397	14,939	17,397	17,397
02-7220-5410	Chemicals	34,333	30,000	28,872	30,000	30,000
02-7220-5450	Vehicle Maintenance/Operations	11,604	9,000	5,407	9,000	11,717
02-7220-5460	Facility Repair / Maint.	32,551	85,000	106,696	234,500	206,250
02-7220-5500	Fuel	26,766	27,000	36,635	27,000	27,000
02-7220-5600	Office Equipment Maintenance	5,936	3,600	6,432	4,600	4,600
02-7220-5800	Special Department Supplies	44,883	73,000	33,147	50,000	51,867
02-7220-5820	Legal Services	35,857	31,309	25,699	31,309	31,309
02-7220-5821	Engineering Services	18,000	16,200	12,000	16,200	16,200
02-7220-5840	Audit	22,642	23,766	27,112	23,766	23,766
02-7220-5850	Contract Services	81,516	77,640	84,195	85,974	85,974
02-7220-5900	Uniform	3,961	3,507	5,400	4,940	5,740
02-7220-5950	Lease Payment	160,683	213,939	212,094	300,694	300,694
02-7220-6050	Retirement	20,259	31,367	23,944	40,027	39,154
02-7220-6060	Health & Life Insurance	92,483	78,690	63,319	92,819	98,963
02-7220-6070	F.I.C.A./Medicare	30,233	35,253	26,535	42,008	40,217
02-7220-6080	Workers Compensation	55,801	62,501	43,713	78,403	72,411
02-7220-6090	Unemployment Insurance	2,806	4,000	594	3,000	3,000
02-7220-6100	Disability Insurance	4,024	4,977	3,934	5,931	5,678

02-7220-6110	P & GL Insurance	2,091	2,745	4,325	4,330	4,400
02-7220-6200	Bond / Principle	72,861	48,000	57,763	50,000	60,000
02-7220-6210	Bond / Interest	19,243	19,855	8,887	16,650	10,000
02-7220-6211	Interest Expense	-	48,314	-	-	-
02-7220-6250	Memberships & Dues	19,243	21,000	27,167	21,000	28,000
02-7220-6300	Meetings/Travel/Training	897	1,000	444	1,900	3,167
02-7220-6400	Taxes & Assessment	216	250	236	245	245
02-7220-6500	Capital Outlay	327,208	260,995	41,657	725,000	1,550,000
02-7220-8004	Mowry Bridge - Pass-thru	-	6,020,331	1,136,605	1,958,111	-
02-7220-4660	Meter Project	-	-	595,028	-	500,000
02-7220-5854	Online Fees	6,096	-	15,062	15,563	15,563
	Total Expenditures	1,980,450	8,090,175	3,321,854	4,816,007	4,147,709
	FUND BALANCE:	-	48,138	157,093		96,191

- Facility Maintenance: Council Chambers Audio; Public Works Heater; Software Update (\$63,500); Cameras (5460)
- Capital Outlay: Backwash Project (\$200,000.00); (1) Truck; Water Storage Project (ARPA-\$1,000,000); Drinking Water – Pool Park (\$80,000) Generator (\$230,000) (6500)

LONG-TERM LIABILITIES – WATER

USDA Water Improvement Loan				
Year Ended June 30	Principal	Interest	Totals	
2023	52,000	14,355	66,355	
2024	54,000	11,970	65,970	
2025	57,000	9,473	66,473	
2026-2028	122,000	12,285	134,285	
Total	285,000	48,083	333,083	

- USDA Water Improvement Loan debt service will terminate 2028.

GAS TAX – STREET FUND

Amended Budget for Fiscal Year 2022-23

Fund	Description	Average Past 3 Years	Approved Budget FY 20/21	FY 21/22 Actual as of Apr-22	Approved Budget FY 21/22	Amended Budget FY 22/23
Revenues						
07-3500-3527	State Allocation -	13,627	-	124,428	13,627	13,627
07-3500-3528	State Allocation - 2032	222,093	163,896	21,746	163,896	163,896
07-3500-3529	State Allocation - 2103	69,555	32,972	74,822	32,972	32,972
07-3500-3530	State Allocation - 2105	64,231	49,325	52,627	49,325	49,325
07-3500-3531	State Allocation - 2106	37,255	28,645	30,799	28,645	28,645
07-3500-3532	State Allocation - 2107	82,915	60,473	59,775	60,473	60,473
07-3500-3533	State Allocation - 2107.5	3,000	3,000	3,000	3,000	3,000
07-3400-3410	Interest Income	944	-	-	-	-
07-3900-3903	Interfund Transfer		-	-	41,456	41,456
07-3500-3600	Grant	168,041	870,552	28,792	860,670	2,155,919
07-4000-4650	Misc Revenue	-	-	3,888	-	0
	Total Revenues	661,662	1,208,863	399,878	1,254,064	2,549,313
Expenditures						
07-7190-5010	Salaries, Regular	11,079	16,445	17,022	24,879	33,096
07-7190-5060	Overtime	91	500	997	500	500
07-7190-5150	Utilities- Street Lights	85,077	71,000	90,084	71,000	71,000
07-7190-5450	Vehicle Maintenance / Operations	803	500	794	500	3,717
07-7190-5470	Street Repair / Maintenance	11,883	35,000	7,211	25,000	25,000
07-7190-5800	Special Department Supplies	4,531	2,000	4,995	2,000	10,000
07-7190-5821	Engineering Services	-	1,000	-	1,000	1,000
07-7190-5840	Audit Fees	1,785	1,850	2,198	1,850	1,900
07-7190-6050	Retirement	766	1,272	1,104	1,985	2,064
07-7190-6060	Health & Life Insurance	1,209	4,334	2,236	3,097	6,710
07-7190-6070	F.I.C.A./Medicare	798	1,297	1,171	1,942	2,548
07-7190-6080	Workers Compensation	1,708	2,298	2,169	3,624	4,680
07-7190-6100	Disability Insurance	104	183	163	274	360
07-7190-6500	Capital Outlay	200,009	961,068	438,492	1,191,085	3,046,902
	Total Expenditures	319,843	1,098,747	568,635	1,328,736	3,209,476
	FUND BALANCE:	197,552		74,672	74,672	660,164

- Estimated Allocation for Fiscal Year 22/23
- Capital Outlay: Projects: 1) MJHS SRTS Project; 2) Citywide Safe Routes to School Master Plan; 3) Citywide Railroad Corridor Crossing Improvements; 4) 5th & Quince Street Rehabilitation; 5) Derrick & Oller Roundabout; 6) Rio Frio, Stamoules & Kate;

MEASURE “C” STREET FUND

Amended Budget for Fiscal Year 2022-23

		Average	Approved	FY 21/22	Approved	Amended
Fund	Description	Past 3 Years	Budget	Actual as of	Budget	Budget
			FY 20/21	Apr-22	FY 21/22	FY 22/23
Revenues						
14-3100-3175	County Allocation	160,945	166,208	154,010	152,587	152,587
14-3100-3180	County Allocation (ADA)	5,338	5,817	5,197	5,341	5,341
14-3100-3190	County Allocation (Flexible)	193,586	197,530	182,987	180,593	180,593
14-3400-3410	Interest Income	474	-	-	-	-
14-3500-3600	Grant	129,152	701,105	20,223	356,881	796,753
14-3900-3903	Interfund Transfer	-	-	-	35,382	35,382
	Total Revenues	489,496	1,070,660	362,416	730,784	1,170,656
Expenditures						
14-7190-5010	Salaries, Regular	106,309	135,980	85,608	132,058	136,298
14-7190-5060	Overtime	896	1,000	215	500	500
14-7190-5420	Street ADA Projects	-	-	-	-	-
14-7190-5450	Vehicle Maintenance/Operations	11,114	8,000	28,252	7,000	10,717
14-7190-5470	Street Repair / Maint.	14,143	40,000	6,875	23,000	23,000
14-7190-5480	Sidewalk / Curb / Gutter-Maint.	-	1,000	-	1,000	1,000
14-7190-5800	Special Department Supplies	7,859	8,000	9,839	7,900	12,000
14-7190-5840	Audit	2,418	2,500	2,933	2,500	2,500
14-7190-5850	Contract Services	27,051	35,000	17,106	35,000	35,000
14-7190-6050	Retirement	7,799	9,381	6,160	10,446	10,291
14-7190-6060	Health & Life Insurance	26,883	34,358	16,768	32,504	38,199
14-7190-6070	F.I.C.A./Medicare	8,420	10,479	6,478	10,179	10,488
14-7190-6080	Workers Compensation	15,842	18,578	10,778	18,998	18,958
14-7190-6100	Disability Insurance	1,123	1,479	969	1,437	1,481
14-7190-6500	Capital Outlay	165,664	805,089	286,948	790,194	1,126,029
	Total Expenditures	395,522	1,110,844	478,928	1,072,716	1,426,460
	FUND BALANCE:		40,184	341,932	341,932	255,805

- Estimated Allocation for Fiscal Year 22/23
- Capital Outlay: Projects: 1) MJHS SRTS Project; 2) Citywide Safe Routes to School Master Plan; 3) Citywide Railroad Corridor Crossing Improvements; 4) 5th & Quince Street Rehabilitation; 5) Derrick & Oller Roundabout; 6) Rio Frio, Stamoules & Kate;

“LTF” STREET FUND

Amended Budget for Fiscal Year 2022-23

		Average	Approved	FY 21/22	Approved	Amended
Fund	Description	Past 3 Years	Budget	Actual as of	Budget	Budget
			FY 20/21	Apr-22	FY 21/22	FY 22/23
Revenues						
12-3100-3160	Article III	9,171	9,275	10,403	10,403	10,403
12-3100-3170	Article VIII	364,983	418,807	483,085	469,724	469,724
12-3100-3410	Interest Income	905	100	-	100	100
12-3500-3600	Grant	170,547	653,797	19,458	621,618	1,734,109
12-3900-3903	Interfund Transfer	-	-	-	-	-
12-4000-4650	Other Revenue	1,343	-	-	-	-
	Total Revenues	546,950	1,081,979	512,946	1,101,845	2,214,336
Expenditures						
12-7190-5010	Salaries, Regular	96,094	81,551	87,603	89,442	91,248
12-7190-5060	Overtime	1,337	1,000	1,487	2,000	2,000
12-7190-5440	Street Painting	-	-	-	-	-
12-7190-5450	Veh. Maint/Operations	7,953	7,000	7,596	7,000	9,717
12-7190-5470	Street Repair	27,348	-	8,974	35,000	35,000
12-7190-5480	Sidewalk / Curb	-	-	-	-	-
12-7190-5500	Fuel	6,574	5,000	10,007	5,000	10,000
12-7190-5800	Special Department Supplies	13,613	10,000	10,439	12,000	17,000
12-7190-5821	Engineering Services	433	-	-	-	-
12-7190-5840	Audit Fees	1,995	1,851	2,198	1,851	1,900
12-7190-5850	Contract Services	2,776	5,000	809	5,000	5,000
12-7190-6050	Retirement	7,037	5,844	6,600	6,882	6,620
12-7190-6060	Health & life Insurance	22,676	14,912	19,985	14,375	21,104
12-7190-6070	F.I.C.A./Medicare	7,517	6,315	7,232	6,584	7,001
12-7190-6080	Workers Compensation	14,121	11,196	11,363	12,913	12,688
12-7190-6100	Disability Insurance	1,004	892	1,086	977	988
12-7190-6500	Capital Outlay	202,811	752,998	278,362	754,404	2,450,769
	Total Expenditures	413,289	903,559	453,739	953,428	2,671,035
	FUND BALANCE:	-	-			456,699

- Estimated Allocation for Fiscal Year 22/23
- Capital Outlay: Projects: 1) MJHS SRTS Project; 2) Citywide Safe Routes to School Master Plan; 3) Citywide Railroad Corridor Crossing Improvements; 4) 5th & Quince Street Rehabilitation; 5) Derrick & Oller Roundabout; 6) Rio Frio, Stamoules & Kate;

MENDOTA CFD FUND
Amended Budget for Fiscal Year 2022-23

Fund	Description	Average Past 3 Years	Approved Budget FY 20/21	FY 21/22 Actual as of Apr-22	Approved Budget FY 21/22	Amended Budget FY 22/23
Revenues						
61-3000-3015	Mendota CFD / 2006 - 01	420,548	415,000	260,020	420,000	486,847
61-3400-3410	Interest Income	98	50	-	50	50
61-3500-3600	Grant	-	14,987	-	-	-
	Total Revenues	420,645	430,037	260,020	420,050	486,897
Expenditures						
61-6150-5010	Salaries, Regular	237,279	278,328	163,031	278,453	337,170
61-6150-5060	Overtime	10,006	8,000	7,515	8,000	8,000
61-6150-5850	Contract Services	18,145	44,466	13,167	25,000	20,000
61-6150-6050	Retirement	1,862	12,319	246	13,949	15,121
61-6150-6060	Health & life Insurance	50,993	50,819	16,550	73,349	43,935
61-6150-6070	F.I.C.A./Medicare	19,705	21,904	13,359	20,585	26,177
61-6150-6080	Workers Compensation	36,013	38,834	21,353	38,419	47,167
61-6150-6100	Disability Insurance	2,654	3,092	2,024	2,906	3,696
	Total Expenditures	376,658	457,762	237,246	460,661	501,266
	FUND BALANCE:		27,725	40,611	40,611	14,369

AVIATION

Amended Budget for Fiscal Year 2022-23

			Approved	FY 21/22	Approved	Amended
		Average	Budget	Actual as of	Budget	Budget
Fund	Description	Past 3 Years	FY 20/21	Apr-22	FY 21/22	FY 22/23
Revenues						
05-3500-3600	State Allocation	7,002	10,000	10,000	10,000	10,000
05-3400-3410	Interest Income	-	-	-	-	-
05-4000-4650	Misc. Revenue	2,672	-	-	-	-
	Total Revenues	9,673	10,000	10,000	10,000	10,000
Expenditures						
05-7230-5010	Salaries, Regular	1,773	1,969	2,848	2,233	2,279
05-7230-5060	Overtime	75	-	22	100	-
05-7230-5150	Utilities	198	217	116	200	200
05-7230-5460	Facility Repair/Maintenance	1,268	1,900	1,770	1,354	757
05-7230-5850	Contract Services	932	-	-	-	-
05-7230-6050	Retirement	141	152	217	178	181
05-7230-6060	Health & Life Insurance	258	388	414	388	387
05-7230-6070	F.I.C.A./Medicare	143	151	223	170	174
05-7230-6080	Workers Compensation	269	267	369	319	414
05-7230-6100	Disability Compensation	20	21	33	24	25
05-7230-6150	Airport Insurance	4,335	4,600	5,248	4,699	5,248
05-7230-6400	Taxes & Assesments	327	335	330	335	335
05-7230-6500	Capital Outlay	-	-	-	-	-
	Total Expenditures	5,352	10,000	11,591	10,000	10,000

“COPS”

Amended Budget for Fiscal Year 2022-23

			Approved	FY 21/22	Approved	Amended
Fund	Description	Average Past 3 Years	Budget FY 20/21	Actual as of Apr-22	Budget FY 21/22	Budget FY 22/23
Revenues						
23-3500-3560	COPS	153,807	100,000	131,285	100,000	100,000
23-3400-3410	Interest Income	115	10	-	10	10
	Total Revenues	<u>153,922</u>	<u>100,010</u>	<u>131,285</u>	<u>100,010</u>	<u>100,010</u>
Expenditures						
23-6150-5010	Salaries, Regular	79,058	79,055	42,141	102,479	129,488
23-6150-5060	Overtime	13,673	15,000	1,541	15,000	2,000
23-6150-6050	Retirement	2,101	3,953	-	3,576	6,059
23-6150-6060	Health & life Insurance	18,292	17,755	2,169	28,146	29,417
23-6150-6070	F.I.C.A./Medicare	7,275	7,195	3,417	5,002	10,825
23-6150-6080	Workers Compensation	12,037	12,756	5,527	9,420	19,545
23-6150-6100	Disability Insurance	957	1,016	500	706	1,528
	Total Expenditures	<u>133,392</u>	<u>136,730</u>	<u>55,296</u>	<u>164,329</u>	<u>198,862</u>
	FUND BALANCE:		<u>36,720</u>		<u>64,319</u>	<u>98,852</u>

DONATION FUND

Amended Budget for Fiscal Year 2022-23

Fund	Description	Amended Budget FY 22/23
Donation Fund		
24 (Fund Balance)	Donation Fund Balance	10,619
	Total Revenues	10,619
Expenditures		
24-5090-5800	Special Department Supplies	10,619
	Total Expenditures	10,619

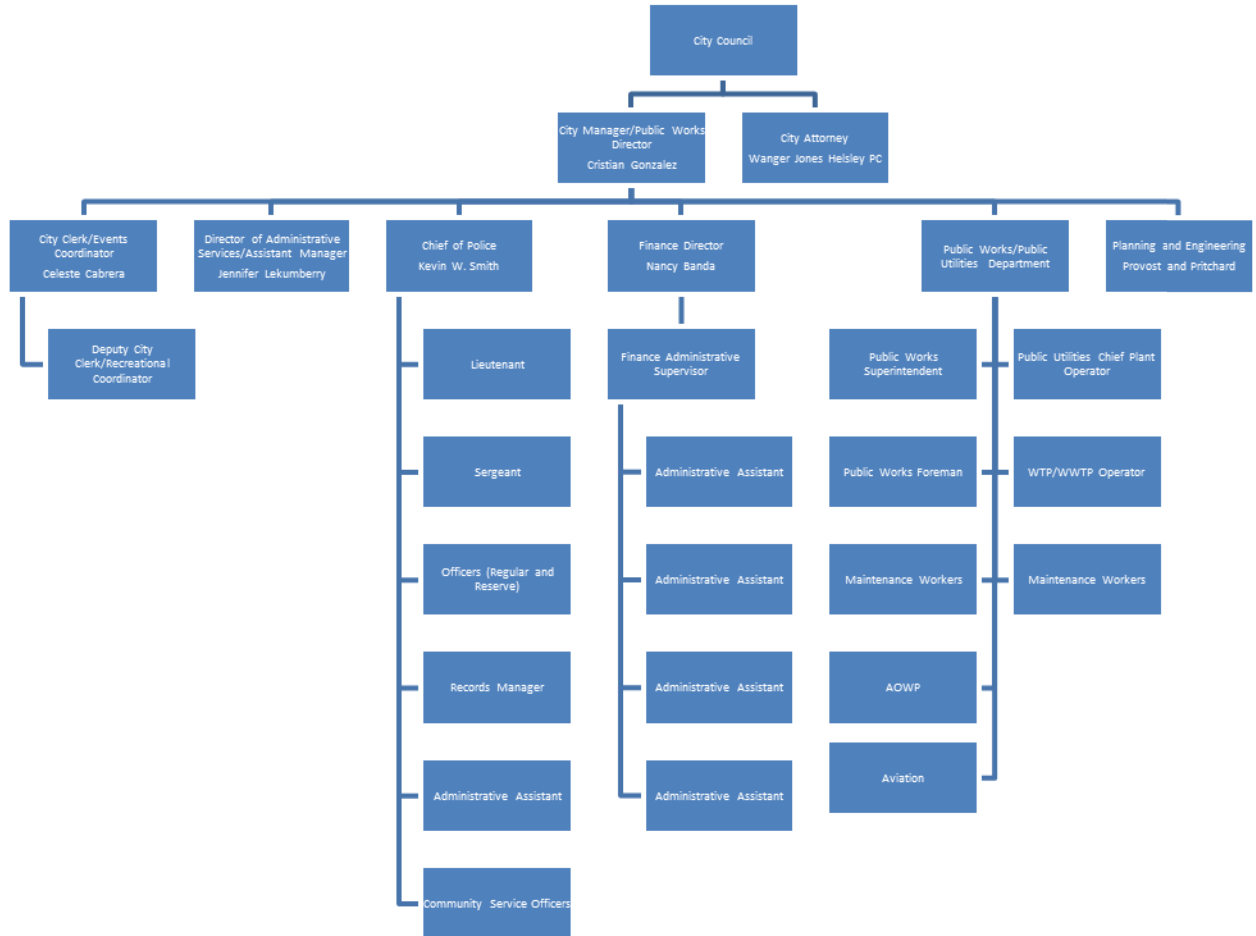
- National Night Out Event
- K-9 Program

LANDSCAPE & LIGHTING MAINTENANCE DISTRICT FUND
Amended Budget for Fiscal Year 2022-23

		FY 21/22	Approved	Amended
		Actual as of	Budget	Budget
Fund	Description	Apr-22	FY 21/22	FY 22/23
Revenues				
78-3000-3015	L&LMD	10,998	21,638	21,638
Expenditures				
78-7250-5010	Salaries	1,913	13,711	12,507
78-7250-5060	Overtime	-	100	200
78-7250-5150	Utilities	-	500	500
78-7250-5460	Facility Repair/Maintenance	1,549	1,950	2,000
78-7250-5800	Special Department Supplies	-	200	500
78-7250-5850	Contract Services	766	1,000	400
78-7250-6050	Retirement	145	832	660
78-7250-6060	Health & Life Insurance	590	-	2,191
78-7250-6070	F.I.C.A./Medicare	153	1,056	965
78-7250-6080	Workers Compensation	213	431	552
78-7250-6100	Disability Insurance	24	149	136
78-7250-6110	Property & General Liability	-	400	400
78-7250-6400	Taxes & Assessments	-	25	40
	Total Expenditures	5,352	20,354	21,051

CITY OF MENDOTA

Organizational Chart



CITY OF MENDOTA

Payroll Allocation Summary

City Manager		Finance Director	
General Fund	30%	General	25%
Water	25%	Water	23%
Sewer	25%	Sewer	22%
Gas Tax	5%	Refuse	10%
Measure C	5%	Measure C	10%
LTF	5%	LTF	10%
Refuse	5%		
		Finance Administrative Supervisor	
City Clerk/Events Coordinator		Water	40%
General Fund	40%	Sewer	40%
Water	30%	Refuse	20%
Sewer	30%		
		Administrative Assistant (2)	
Director of Administrative Services/ Assistant City Manager		Water	40%
General	40%	Sewer	40%
Water	30%	Refuse	20%
Sewer	30%		
		Administrative Assistant (1)	
Deputy City Clerk/Recreation Coordinator		Water	35%
General Fund	40%	Sewer	35%
Water	30%	Refuse	20%
Sewer	30%	General	10%
		Public Utilities Water/Wastewater Operator (1)	
Public Utilities Chief Plant Operator		Sewer	100%
Water	50%		
Sewer	50%	Public Utilities Maintenance Worker (1)	
		Water	50%
Public Utilities Water/Wastewater Opr I (2)		Sewer	50%
Water	50%		
Sewer	50%		
Public Utilities Maintenance Worker III (1)			
Water	60%		
Sewer	40%		

Public Works Superintendent (1)	
General	10%
Water	20%
Sewer	10%
Measure C	30%
LTF	30%

Public Works Foreman	
General	10%
Water	50%
Sewer	30%
Measure C	5%
LTF	5%

Public Works Maintenance Worker (1)	
General	25%
Water	10%
Airport	5%
Sewer	10%
Gas Tax	15%
Measure C	15%
LTF	20%

Public Works Maintenance Worker (2)	
Water	50%
Sewer	30%
Measure C	10%
LTF	10%

Public Works Maintenance Worker I (1)	
General	90%
L&LMD	10%

Public Works Maintenance Worker (3)	
General	14%
Water	33%
Sewer	33%
Measure C	10%
LTF	10%

Public Works Maintenance Worker III (1)	
General	80%
Water	5%
Sewer	5%
L&LM	10%

Public Works Maintenance Worker (1)	
General	10%
Water	20%
Sewer	10%
Measure C	20%
LTF	20%
Gas Tax	20%

Public Works Maintenance Worker (3)	
General	25%
Water	25%
Sewer	25%
LTF	10%
Measure C	10%
Gas Tax	5%

Public Works Maintenance Worker (1)	
Water	10%
Sewer	10%
Measure C	10%
LTF	10%
Refuse	10%
General	30%
L&LMD	10%
Gas Tax	10%

Public Works Maintenance Worker (1)	
Measure C	100%

Police Chief General	100%	Police Officer (1) General	100%
Police Lieutenant (1) General	28%	Police Records Manager (1) General	100%
CFD	58%	Police Administrative Assistant (1) General	100%
COPS	14%	Police Officer R124 (4) General	100%
Police Sergeant (1) COPS	75%	Police Officer (1) CFD	100%
CFD	25%	Police Officer (1) General	40%
Police Sergeant (1) General	55%	CFD	60%
CFD	45%	Community Service Officer (2) General	60%
Police Sergeant (1) COPS	50%	Water	20%
CFD	50%	Refuse	20%
Police Sergeant (1) General	38%	Police Officer (1) COPS	50%
CFD	45%	CFD	50%
COPS	17%	Community Service Officer (2) General	100%
Reserve Officers (5) General	100%	Police Officer-SRO (3) General	100%
Police Officer (2) General	50%		
COPS	50%		
Police Officer General	33		
COPS	33		
CFD	34		

**BEFORE THE CITY COUNCIL
OF THE
CITY OF MENDOTA, COUNTY OF FRESNO**

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA RATIFYING
AND EXTENDING THE PROCLAMATION
OF LOCAL EMERGENCY ISSUED BY THE
DIRECTOR OF EMERGENCY SERVICES
ON MARCH 9, 2023, TO ADDRESS RAIN
AND FLOODING THROUGHOUT THE CITY**

RESOLUTION NO. 23-27

WHEREAS, the City of Mendota (“City”) is empowered to protect the health and safety of its citizens; and

WHEREAS, Government Code section 8630 and Mendota Municipal Code section 2.44.060 empower the City Manager, serving as the City’s Director of Emergency Services, to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, on March 9, 2023, the City’s Director of Emergency Services issued a Proclamation of Local Emergency (“Proclamation”), which included the following Recitals:

WHEREAS, the City’s Director of Emergency Services does hereby find that conditions of extreme peril to the safety of persons and property have arisen within the City—caused by flood, storm, torrential rain, and wind—which began on the 9th day of March, 2023, and

WHEREAS, these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, the aforesaid conditions warrant and necessitate the proclamation of the existence of a local emergency, and immediate action is necessary to mitigate potential public calamity; and

WHEREAS, the City Council is not in session and cannot immediately be called into session.

(Proclamation, March 9, 2023, p. 1.)

WHEREAS, at its March 14, 2023, regular meeting, the City Council adopted Resolution No. 23-18, confirming, ratifying, and extending the March 9, 2023,

Proclamation of a Local Emergency until the earlier of: (1) issuance of a written determination by the City's Director of Emergency Services that the conditions that gave rise to this local emergency no longer present a danger to the community; or (2) May 13, 2023; and

WHEREAS, the City Council agrees with the assessment of the weather and flooding conditions provided by the City's Director of Emergency Services in the Proclamation; and

WHEREAS, to date, the City's Director of Emergency Services has issued no written determination that the conditions that gave rise to this local emergency no longer present a danger to the community; and

WHEREAS, it is imperative that City staff are provided the necessary tools and authorizations to ensure the health and safety of community members within the City; and

WHEREAS, the aforesaid conditions warrant and require immediate action to mitigate potential public calamity as the rain and flooding issues continue throughout the City.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the City Council hereby:

SECTION 1. Declares that the March 9, 2023, Proclamation of a Local Emergency is hereby confirmed, ratified, and extended until the earlier of:

- (1) issuance of a written determination by the City Director of Emergency Services that the conditions that gave rise to this local emergency no longer present a danger to the community; or
- (2) sixty (60) days from the date of this Resolution.

SECTION 2. Directs City staff to carry out and enforce the provisions of the March 9, 2023, Proclamation of Local Emergency, this Resolution, and all provisions of state and local law applicable thereto.

Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 9th day of May, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

**BEFORE THE CITY COUNCIL
OF THE
CITY OF MENDOTA, COUNTY OF FRESNO**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENDOTA AUTHORIZING THE CITY OF MENDOTA TO ENTER INTO THE SETTLEMENT AGREEMENTS WITH TEVA PHARMACEUTICAL INDUSTRIES LTD., ALLERGAN FINANCE, LLC, ALLERGAN LIMITED, WALGREEN CO., WALMART, INC., CVS HEALTH CORPORATION, AND CVS PHARMACY, INC., AND AGREEING TO THE PROPOSED SETTLEMENT PROCEEDS ALLOCATION THROUGH CALIFORNIA **RESOLUTION NO. 23-28**

WHEREAS, the United States is facing an ongoing public health crisis of opioid abuse, addiction, overdose, and death. The State of California and California local governments spend billions of dollars each year to address the direct consequences of this crisis; and

WHEREAS, since 2017, state and local governments in California and around the United States have been pursuing litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the “Opioid Defendants”) in an effort to hold the Opioid Defendants financially responsible for the impact on of the Opioid Epidemic on the City of Mendota (the “City”) and resources necessary to combat the opioid epidemic; and

WHEREAS, negotiations to settle claims against several of the Opioid Defendants, specifically McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively, the “2021 Settling Defendants”) occurred over the course of several years; and

WHEREAS, the 2021 Settling Defendants reached a proposed nationwide settlement of all state and local government claims in 2021 as outlined in the Distributors Master Settlement Agreement and the J&J Master Settlement Agreement (the “2021 Settlement Agreements”); and

WHEREAS, the 2021 Settlement Agreements provided, among other things, for the payment of a certain sum to settling government entities in California including to the State of California and Participating Subdivisions upon occurrence of certain events as defined in the Settlement Agreements (“California Opioid Funds”); and

WHEREAS, California local governments as well as the attorneys representing those local governments engaged in extensive discussions with the State Attorney General’s Office (“AGO”) as to how the California Opioid Funds will be allocated, which

resulted in the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Distributor Settlement and the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Janssen Settlement (collectively the “2021 Allocation Agreements”); and

WHEREAS, the 2021 Allocation Agreements allocated the California Opioid Funds as follows: 15% to a State Fund; 70% to local governments in an Abatement Accounts Fund; and 15% to litigating local governments in a Subdivision Fund; and

WHEREAS, at its regular meeting on December 14, 2021, the City Council adopted Resolution No. 21-95, approving the 2021 Settlement Agreements and 2021 Allocation Agreements; and

WHEREAS, since that time, negotiations continued regarding the settlement of claims against several of the remaining Opioid Defendants, specifically, CVS HEALTH CORPORATION and CVS PHARMACY, INC., WALMART, INC., WALGREEN CO., ALLERGAN FINANCE, LLC (f/k/a ACTAVIS, INC., f/k/a WATSON PHARMACEUTICALS, INC.), ALLERGAN LIMITED (f/k/a ALLERGAN PLC, f/k/a ACTAVIS PLC), and TEVA PHARMACEUTICAL INDUSTRIES, LTD. (collectively, the “2023 Settling Defendants”) and all of their past and present direct and indirect parents and subsidiaries; and

WHEREAS, negotiations with the 2023 Settling Defendants have resulted in proposed nationwide settlements of state and local government claims to settle the Litigation (the “2023 Settlement Agreements”); and

WHEREAS, copies of the 2023 Settlement Agreements as well as summary of the main terms of the 2023 Settlement Agreements and the deadlines for submitting the Participation Agreements to the 2023 Settlement Agreements are accessible online at www.nationalopioidsettlement.com; and

WHEREAS, the 2023 Settlement Agreements provide the 2023 Settling Defendants will pay settlement funds pursuant to allocation provisions mirroring those approved by the City Council in Resolution No. 21-95 (15% to a State Fund; 70% to local governments in an Abatement Accounts Fund; and 15% to litigating local governments in a Subdivision Fund); and

WHEREAS, California’s share, and the City’s share, in turn, of these settlement funds are impacted by the timeliness of participating local subdivisions’ agreement to the terms of the 2023 Settlement Agreements; and

WHEREAS, the deadline for the City to agree and sign the Participation Agreements to the 2023 Settlement Agreements, which are attached hereto and incorporated herein by this reference, is 11:59 p.m., May 9, 2023.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby approves and authorizes the City Manager, or his designee, to settle and release the City's claims against the 2023 Settling Defendants in exchange for the consideration set forth in the 2023 Settlement Agreements and Allocation Agreements, if any, including taking the following measures:

1. Executing the Participation Agreements regarding the 2023 Settlement Agreements in substantially the form attached hereto and described above.
2. Executing the Proposed California State-Subdivision Agreement(s) regarding the distribution and use of settlement funds in connection with the 2023 Settlement Agreements, if any.
3. Executing any and all documents reasonably required to effect the City Council's approval of the 2023 Settlement Agreements and receipt of the settlement funds derived therefrom, if any.

BE IT FURTHER RESOLVED, that all actions taken by the City Council and other appropriate public officers and agents of the City with respect to the matters contemplated under this Resolution are hereby ratified, confirmed, and approved.

Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 9th day of May, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

EXHIBIT A

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Mendota city, CA
Reference Number: CL-383050

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: May 2, 2023

Five new proposed national opioid settlements (“*New National Opioid Settlements*”) have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** (“Settling Defendants”). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district (“subdivision”).

You are receiving this *Participation Package* because California is participating in the following settlements:

- Teva
- Allergan
- CVS
- Walgreens
- Walmart

This electronic envelope includes eleven attachments:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.
- *California State-Subdivision Agreements for Teva, Allergan, CVS, Walgreens, and Walmart.*
- *Side-letter agreement between California and CVS.*

The *Participation Form* and *California Intrastate Allocation Agreement* for each settlement must be executed, without alteration, and submitted on or before , 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

The side-letter agreement between California and CVS modifies the CVS National Settlement’s incentive structure for subdivision participation as it applies to California.

Based upon subdivision participation forms received on or before May 2nd, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns

its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your city attorney/county counsel, outside counsel representing your city/county on opioid matters, the Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioid settlements with McKesson, Cardinal, Amerisource, and J&J/Janssen, but states may choose to treat these settlements differently.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at <https://nationalopioidsettlement.com/> and the California Attorney General's website at <https://oag.ca.gov/opioids>. These websites will be supplemented as additional documents are created. Please also refer to the Side-Letter Agreement with CVS, which modifies the *CVS National Opioid Settlement*.

How to return signed forms:

There are three methods for returning the executed *Participation Forms* and *California-State Subdivision Agreements* ("*Subdivision Agreements*") to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* and the *Subdivision Agreements* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms* and *Subdivision Agreements*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields and note that execution and return of both the *Subdivision Agreement* and the *Participation Form* are required for participation in the corresponding settlement. As with electronic signature, returning manually signed *Participation Forms* and *Subdivision Agreements* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail:* If your subdivision is unable to return executed *Participation Forms* and *Subdivision Agreements* using DocuSign, signed *Participation Forms* and *Subdivision Agreements* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms – [Subdivision Name, Subdivision State] – [Reference ID]. Note that execution and return of both the Subdivision Agreement and the Participation Form are required for participation in the corresponding settlement.

Detailed instructions on how to sign and return the *Participation Forms* and the *Subdivision Agreements*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on , 2023.

If you have any questions about executing these forms, please contact your city attorney/county counsel, outside counsel representing your city/county on opioids matters, the Implementation Administrator at opioidsparticipation@rubris.com, or the California Attorney General's Office at opioidsettlement-localgovernment@doj.ca.gov.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

Yes No

Governmental Entity: Mendota city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Mendota city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

Yes No

Governmental Entity: Mendota city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

Yes No

Governmental Entity: Mendota city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

Yes No

Governmental Entity: Mendota city	State: CA
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



**Proposed California State-Subdivision Agreement
Regarding Distribution and Use of
Settlement Funds – Allergan Settlement**

1. Introduction

Pursuant to the Allergan Settlement Agreement, dated as of November 22, 2022, and any revision thereto (the “Allergan Settlement Agreement”), including Section VIII and Exhibit O, the State of California proposes this agreement (the “CA Allergan Allocation Agreement”) to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections VI, VII, and VIII of the Allergan Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections XII or XIII of the Allergan Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Allergan Settlement Agreement, acceptance of this CA Allergan Allocation Agreement is a requirement to be an Initial Participating Subdivision.¹

Further, pursuant to Sections X.B and X.C of the Teva Settlement Agreement and Sections IX.B and IX.C of the Allergan Settlement Agreement, eligible Subdivisions must participate in both the Teva Settlement Agreement and Allergan Settlement Agreement, or neither.²

2. Definitions

- a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Allergan Settlement Agreement.
- b) *Teva Settlement Agreement* means the Teva Settlement Agreement dated November 22, 2022, and any revision thereto.
- c) *CVS Settlement Agreement* means the CVS Settlement Agreement dated December 9, 2022, and any revision thereto as well as any modification thereto entered into by the State of California and CVS.
- d) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.
- e) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.

¹ A parallel but separate agreement (the “CA Teva Allocation Agreement”) will govern the allocation, distribution, and use of settlement fund payments under the Teva Settlement Agreement.

² However, if Teva enters bankruptcy prior to the Effective Date, an eligible Subdivision can choose to only join the Allergan Settlement Agreement.



- f) *Walgreens Settlement Agreement* means the Walgreens Settlement Agreement dated December 9, 2022, and any revision thereto.
- g) *Walmart Settlement Agreement* means the Walmart Settlement Agreement dated November 14, 2022, and any revision thereto.
- h) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, San Leandro Unified School District, Pleasant Valley School District Board, and LA Care Health Plan.
- i) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.
- j) *Opioid Defendant* means any defendant (including but not limited to Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walgreen Co., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Allergan Settlement Agreement, as well as applicable law, and the Allergan Settlement Agreement governs over any inconsistent provision of this CA Allergan Allocation Agreement. Terms used in this CA Allergan Allocation Agreement have the same meaning as in the Allergan Settlement Agreement unless otherwise defined herein.

Pursuant to Section VIII(E)(1) of the Allergan Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section VIII(C) of the Allergan Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation



The Settlement Fund payments to California,³ pursuant to the Allergan Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Allergan Allocation Agreement, and 15% of that total shall be allocated to the State of California (the “State of California Allocation”), 70% to the California Abatement Accounts Fund (“CA Abatement Accounts Fund”), and 15% to the California Subdivision Fund (“CA Subdivision Fund”).

A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

- a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the “Local Allocation”). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.
- b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Allergan Settlement Agreement.
- c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county’s share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of

³ For purposes of clarity, use of the term “California” refers to the geographic territory of California and the state and its local governments therein. The term “State” or “State of California” refers to the State of California as a governmental unit.



CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

- d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Allergan Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.
- e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.
- f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Allergan Settlement Agreement and this CA Allergan Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

- a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Allergan Settlement Agreement.
- b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:
 - (1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;
 - (2) creating new or expanded Substance Use Disorder (“SUD”) treatment infrastructure;
 - (3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;
 - (4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or
 - (5) interventions to prevent drug addiction in vulnerable youth.



- c) The California Department of Health Care Services (“DHCS”) may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.
- d) For the avoidance of doubt, and subject to the requirements of the Allergan Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Allergan Settlement Agreement and this CA Allergan Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

- a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Allergan Settlement Agreement and this CA Allergan Allocation Agreement.
- b) If DHCS determines that a CA Participating Subdivision’s use of CA Abatement Accounts Funds is inconsistent with the Allergan Settlement Agreement or this CA Allergan Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.
- c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision’s use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.
- d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise



enforce the requirements of the Allergan Settlement Agreement or this CA Allergan Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.

- e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

C. CA Subdivision Fund

- i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Allergan Settlement Agreement and this CA Allergan Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

- a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master’s reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;
- b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.
- c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) (“MDL Fees Order”) in the National Prescription Opiate Litigation (MDL No. 2804) “cap[ping] all applicable contingent fee agreements at 15%.” Private counsel representing Plaintiff Subdivisions should seek its



contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Teva Settlement Agreement and Allergan Settlement Agreement, and, if applicable, the CVS Settlement Agreement, Distributor Settlement Agreement, Janssen Settlement Agreement, Walgreens Settlement Agreement, and Walmart Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel (“State Back-Stop Agreement”), pursuant to Exhibit R, section I(X), of the Allergan Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Allergan Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Allergan Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

- a) DHCS will prepare an annual written report regarding the State’s use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.
- b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Allergan Settlement Agreement and this CA Allergan Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.



- c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.
- d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Allergan Settlement Agreement and this CA Allergan Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section VIII(C) of the Allergan Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Allergan.
- e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

- a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Allergan Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.
- b) Except as provided in the Allergan Settlement Agreement, this CA Allergan Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.
- c) Except as provided in the CA Allergan Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.
- d) Except as provided in the Allergan Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.



The undersigned, Mendota city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Allergan Settlement is a requirement to be an Initial Participating Subdivision in the Allergan Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Allergan Settlement. EXECUTED on .

Signature: _____

Name: _____

Title: _____

Date: _____



DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Allergan Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled “Abatement Percentage,” pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled “Abatement Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled “Weighted Allocation Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.



APPENDIX 1

			100.000%	100.000%	100.000%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<i>Alameda County</i>	Alameda	2.332%	2.853%	2.4237952%
City	Alameda	Alameda	0.069%		0.0570162%
City	Albany	Alameda	0.013%		0.0107768%
City	Berkeley	Alameda	0.152%		0.1249656%
City	Dublin	Alameda	0.033%	0.040%	0.0338810%
City	Emeryville	Alameda	0.023%		0.0185765%
City	Fremont	Alameda	0.108%		0.0888576%
City	Hayward	Alameda	0.117%		0.0966218%
City	Livermore	Alameda	0.054%		0.0446740%
City	Newark	Alameda	0.026%		0.0217626%
City	Oakland	Alameda	0.486%	0.595%	0.5055601%
City	Piedmont	Alameda	0.014%		0.0114064%
City	Pleasanton	Alameda	0.067%		0.0554547%
City	San Leandro	Alameda	0.039%		0.0321267%
City	Union City	Alameda	0.043%		0.0352484%
County	<i>Amador County</i>	Amador	0.226%	0.277%	0.2349885%
County	<i>Butte County</i>	Butte	1.615%	1.975%	1.6783178%
City	Chico	Butte	0.216%	0.264%	0.2246499%
City	Oroville	Butte	0.079%		0.0646595%
County	<i>Calaveras County</i>	Calaveras	0.226%	0.277%	0.2351644%
County	<i>Colusa County</i>	Colusa	0.059%		0.0489221%
County	<i>Contra Costa County</i>	Contra Costa	2.102%	2.571%	2.1844585%
City	Antioch	Contra Costa	0.037%		0.0301879%
City	Brentwood	Contra Costa	0.026%		0.0215339%
City	Clayton	Contra Costa	0.002%		0.0018060%
City	Concord	Contra Costa	0.055%		0.0456676%
City	Danville	Contra Costa	0.010%		0.0082255%
City	El Cerrito	Contra Costa	0.023%		0.0189024%
City	Hercules	Contra Costa	0.010%		0.0078273%



APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		0.0046030%
City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<i>Del Norte County</i>	Del Norte	0.114%	0.140%	0.1189608%
County	<i>El Dorado County</i>	El Dorado	0.768%	0.939%	0.7980034%
City	Placerville	El Dorado	0.015%		0.0127642%
City	South Lake Tahoe	El Dorado	0.081%		0.0665456%
County	<i>Fresno County</i>	Fresno	1.895%	2.318%	1.9693410%
City	Clovis	Fresno	0.065%		0.0536211%
City	Coalinga	Fresno	0.012%		0.0098554%
City	Fresno	Fresno	0.397%		0.3270605%
City	Kerman	Fresno	0.005%		0.0042534%
City	Kingsburg	Fresno	0.008%		0.0066167%
City	Mendota	Fresno	0.002%		0.0019387%
City	Orange Cove	Fresno	0.004%		0.0035607%
City	Parlier	Fresno	0.008%		0.0069755%
City	Reedley	Fresno	0.012%		0.0098804%
City	Sanger	Fresno	0.018%		0.0146135%
City	Selma	Fresno	0.015%		0.0127537%
County	<i>Glenn County</i>	Glenn	0.107%	0.131%	0.1116978%
County	<i>Humboldt County</i>	Humboldt	1.030%	1.260%	1.0703185%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Arcata	Humboldt	0.054%		0.0447660%
City	Eureka	Humboldt	0.117%	0.143%	0.1216284%
City	Fortuna	Humboldt	0.032%		0.0266837%
County	<i>Imperial County</i>	Imperial	0.258%	0.315%	0.2679006%
City	Brawley	Imperial	0.011%		0.0087986%
City	Calexico	Imperial	0.019%		0.0152799%
City	El Centro	Imperial	0.158%		0.1302522%
City	Imperial	Imperial	0.006%		0.0048791%
County	<i>Inyo County</i>	Inyo	0.073%	0.089%	0.0754413%
County	<i>Kern County</i>	Kern	2.517%	3.079%	2.6159145%
City	Arvin	Kern	0.006%		0.0046425%
City	Bakersfield	Kern	0.212%		0.1747198%
City	California City	Kern	0.009%		0.0070820%
City	Delano	Kern	0.030%		0.0249316%
City	McFarland	Kern	0.003%		0.0025644%
City	Ridgecrest	Kern	0.015%		0.0120938%
City	Shafter	Kern	0.013%		0.0103417%
City	Tehachapi	Kern	0.009%		0.0073580%
City	Wasco	Kern	0.008%		0.0069861%
County	<i>Kings County</i>	Kings	0.293%		0.2413469%
City	Avenal	Kings	0.007%		0.0056335%
City	Corcoran	Kings	0.013%		0.0107032%
City	Hanford	Kings	0.027%		0.0226038%
City	Lemoore	Kings	0.016%		0.0131900%
County	<i>Lake County</i>	Lake	0.795%		0.6545389%
City	Clearlake	Lake	0.041%	0.050%	0.0426253%
City	Lakeport	Lake	0.021%	0.026%	0.0222964%
County	<i>Lassen County</i>	Lassen	0.319%	0.391%	0.3320610%
City	Susanville	Lassen	0.027%		0.0219295%
County	<i>Los Angeles County</i>	Los Angeles	13.896%	16.999%	14.4437559%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Agoura Hills	Los Angeles	0.005%		0.0040024%
City	Alhambra	Los Angeles	0.042%		0.0343309%
City	Arcadia	Los Angeles	0.033%		0.0267718%
City	Artesia	Los Angeles	0.001%		0.0005100%
City	Azusa	Los Angeles	0.026%		0.0210857%
City	Baldwin Park	Los Angeles	0.027%		0.0218520%
City	Bell	Los Angeles	0.008%		0.0068783%
City	Bellflower	Los Angeles	0.002%		0.0014485%
City	Bell Gardens	Los Angeles	0.014%		0.0114301%
City	Beverly Hills	Los Angeles	0.065%		0.0534897%
City	Burbank	Los Angeles	0.100%		0.0823132%
City	Calabasas	Los Angeles	0.006%		0.0048948%
City	Carson	Los Angeles	0.019%		0.0159805%
City	Cerritos	Los Angeles	0.005%		0.0039682%
City	Claremont	Los Angeles	0.010%		0.0082584%
City	Commerce	Los Angeles	0.000%		0.0002971%
City	Compton	Los Angeles	0.044%		0.0361882%
City	Covina	Los Angeles	0.028%		0.0229127%
City	Cudahy	Los Angeles	0.001%		0.0006020%
City	Culver City	Los Angeles	0.055%		0.0449894%
City	Diamond Bar	Los Angeles	0.001%		0.0006993%
City	Downey	Los Angeles	0.052%		0.0429994%
City	Duarte	Los Angeles	0.003%		0.0027261%
City	El Monte	Los Angeles	0.031%	0.038%	0.0318985%
City	El Segundo	Los Angeles	0.033%		0.0268020%
City	Gardena	Los Angeles	0.034%		0.0278088%
City	Glendale	Los Angeles	0.166%		0.1366586%
City	Glendora	Los Angeles	0.016%		0.0134411%
City	Hawaiian Gardens	Los Angeles	0.005%		0.0040549%
City	Hawthorne	Los Angeles	0.050%		0.0407833%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		0.0145307%
City	Huntington Park	Los Angeles	0.023%		0.0190667%
City	Inglewood	Los Angeles	0.059%		0.0489195%
City	La Cañada Flintridge	Los Angeles	0.003%		0.0025565%
City	Lakewood	Los Angeles	0.005%		0.0039971%
City	La Mirada	Los Angeles	0.010%		0.0081572%
City	Lancaster	Los Angeles	0.045%		0.0369689%
City	La Puente	Los Angeles	0.002%		0.0012999%
City	La Verne	Los Angeles	0.024%		0.0194190%
City	Lawndale	Los Angeles	0.002%		0.0017731%
City	Lomita	Los Angeles	0.004%		0.0031940%
City	Long Beach	Los Angeles	0.439%		0.3614151%
City	Los Angeles	Los Angeles	2.715%	3.321%	2.8218811%
City	Lynwood	Los Angeles	0.016%		0.0134345%
City	Malibu	Los Angeles	0.002%		0.0019269%
City	Manhattan Beach	Los Angeles	0.032%		0.0260686%
City	Maywood	Los Angeles	0.004%		0.0035528%
City	Monrovia	Los Angeles	0.031%		0.0254455%
City	Montebello	Los Angeles	0.030%		0.0250670%
City	Monterey Park	Los Angeles	0.031%		0.0256677%
City	Norwalk	Los Angeles	0.031%		0.0258228%
City	Palmdale	Los Angeles	0.046%		0.0375827%
City	Palos Verdes Estates	Los Angeles	0.006%		0.0053102%
City	Paramount	Los Angeles	0.011%		0.0091483%
City	Pasadena	Los Angeles	0.146%		0.1200524%
City	Pico Rivera	Los Angeles	0.022%		0.0183333%
City	Pomona	Los Angeles	0.111%		0.0911933%
City	Rancho Palos Verdes	Los Angeles	0.002%		0.0012645%
City	Redondo Beach	Los Angeles	0.062%		0.0506992%
City	Rosemead	Los Angeles	0.003%		0.0028260%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	San Dimas	Los Angeles	0.003%		0.0022016%
City	San Fernando	Los Angeles	0.013%		0.0104837%
City	San Gabriel	Los Angeles	0.018%		0.0147726%
City	San Marino	Los Angeles	0.009%		0.0073791%
City	Santa Clarita	Los Angeles	0.022%		0.0178167%
City	Santa Fe Springs	Los Angeles	0.031%		0.0257531%
City	Santa Monica	Los Angeles	0.158%		0.1298513%
City	Sierra Madre	Los Angeles	0.006%		0.0048646%
City	Signal Hill	Los Angeles	0.010%		0.0084884%
City	South El Monte	Los Angeles	0.005%		0.0039603%
City	South Gate	Los Angeles	0.020%		0.0166272%
City	South Pasadena	Los Angeles	0.012%		0.0095334%
City	Temple City	Los Angeles	0.005%		0.0039498%
City	Torrance	Los Angeles	0.112%		0.0919820%
City	Walnut	Los Angeles	0.006%		0.0047305%
City	West Covina	Los Angeles	0.049%		0.0404521%
City	West Hollywood	Los Angeles	0.013%		0.0108517%
City	Whittier	Los Angeles	0.032%		0.0260581%
County	Madera County	Madera	0.349%	0.427%	0.3630669%
City	Chowchilla	Madera	0.012%		0.0097332%
City	Madera	Madera	0.039%		0.0318441%
County	Marin County	Marin	0.564%	0.690%	0.5861325%
City	Larkspur	Marin	0.015%		0.0124697%
City	Mill Valley	Marin	0.020%		0.0168401%
City	Novato	Marin	0.028%		0.0229824%
City	San Anselmo	Marin	0.009%		0.0078062%
City	San Rafael	Marin	0.089%		0.0729823%
County	Mariposa County	Mariposa	0.084%	0.103%	0.0876131%
County	Mendocino County	Mendocino	0.439%	0.536%	0.4558394%
City	Ukiah	Mendocino	0.039%		0.0317153%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	Merced County	Merced	0.551%	0.674%	0.5724262%
City	Atwater	Merced	0.024%		0.0195846%
City	Livingston	Merced	0.006%		0.0045873%
City	Los Banos	Merced	0.020%		0.0165142%
City	Merced	Merced	0.061%		0.0500762%
County	Modoc County	Modoc	0.065%	0.080%	0.0678250%
County	Mono County	Mono	0.023%	0.029%	0.0242606%
County	Monterey County	Monterey	0.908%	1.111%	0.9437083%
City	Greenfield	Monterey	0.006%		0.0050552%
City	King City	Monterey	0.005%		0.0037355%
City	Marina	Monterey	0.017%		0.0144098%
City	Monterey	Monterey	0.041%		0.0336540%
City	Pacific Grove	Monterey	0.009%		0.0074842%
City	Salinas	Monterey	0.094%		0.0776576%
City	Seaside	Monterey	0.023%		0.0191772%
City	Soledad	Monterey	0.007%		0.0060870%
County	Napa County	Napa	0.288%	0.352%	0.2994325%
City	American Canyon	Napa	0.017%		0.0136869%
City	Napa	Napa	0.078%		0.0642783%
County	Nevada County	Nevada	0.441%	0.539%	0.4579827%
City	Grass Valley	Nevada	0.024%		0.0197805%
City	Truckee	Nevada	0.003%		0.0023843%
County	Orange County	Orange	4.364%	5.339%	4.5363576%
City	Aliso Viejo	Orange	0.014%		0.0113841%
City	Anaheim	Orange	0.554%	0.678%	0.5759282%
City	Brea	Orange	0.086%		0.0708897%
City	Buena Park	Orange	0.087%		0.0714352%
City	Costa Mesa	Orange	0.124%	0.152%	0.1288366%
City	Cypress	Orange	0.033%		0.0271937%
City	Dana Point	Orange	0.001%		0.0005560%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%
City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%
City	Yorba Linda	Orange	0.044%		0.0362223%
County	Placer County	Placer	1.045%	1.278%	1.0861002%
City	Auburn	Placer	0.017%		0.0141114%
City	Lincoln	Placer	0.031%		0.0255599%
City	Rocklin	Placer	0.076%		0.0625485%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Roseville	Placer	0.196%		0.1616559%
County	Plumas County	Plumas	0.205%	0.251%	0.2128729%
County	Riverside County	Riverside	4.534%	5.547%	4.7128296%
City	Banning	Riverside	0.017%		0.0143848%
City	Beaumont	Riverside	0.021%		0.0171135%
City	Blythe	Riverside	0.012%		0.0096714%
City	Canyon Lake	Riverside	0.000%		0.0001761%
City	Cathedral City	Riverside	0.067%		0.0553614%
City	Coachella	Riverside	0.021%		0.0173054%
City	Corona	Riverside	0.147%		0.1207083%
City	Desert Hot Springs	Riverside	0.024%		0.0200433%
City	Eastvale	Riverside	0.000%		0.0002747%
City	Hemet	Riverside	0.051%		0.0421792%
City	Indio	Riverside	0.056%		0.0457794%
City	Jurupa Valley	Riverside	0.001%		0.0008991%
City	Lake Elsinore	Riverside	0.021%		0.0172949%
City	La Quinta	Riverside	0.063%		0.0516732%
City	Menifee	Riverside	0.032%		0.0260909%
City	Moreno Valley	Riverside	0.137%		0.1130348%
City	Murrieta	Riverside	0.048%	0.059%	0.0497423%
City	Norco	Riverside	0.016%		0.0134542%
City	Palm Desert	Riverside	0.083%		0.0682465%
City	Palm Springs	Riverside	0.076%		0.0629862%
City	Perris	Riverside	0.009%		0.0076774%
City	Rancho Mirage	Riverside	0.052%		0.0431098%
City	Riverside	Riverside	0.268%		0.2206279%
City	San Jacinto	Riverside	0.010%		0.0085936%
City	Temecula	Riverside	0.022%		0.0180086%
City	Wildomar	Riverside	0.008%		0.0062500%
County	Sacramento County	Sacramento	3.797%	4.645%	3.9465887%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Citrus Heights	Sacramento	0.057%		0.0465312%
City	Elk Grove	Sacramento	0.130%		0.1066994%
City	Folsom	Sacramento	0.108%		0.0890850%
City	Galt	Sacramento	0.017%		0.0143704%
City	Rancho Cordova	Sacramento	0.008%		0.0067679%
City	Sacramento	Sacramento	0.721%	0.882%	0.7496530%
County	<i>San Benito County</i>	San Benito	0.106%	0.130%	0.1101417%
City	Hollister	San Benito	0.027%		0.0225355%
County	<i>San Bernardino County</i>	San Bernardino	3.259%	3.987%	3.3878124%
City	Adelanto	San Bernardino	0.008%		0.0066640%
City	Apple Valley	San Bernardino	0.025%		0.0207360%
City	Barstow	San Bernardino	0.015%		0.0122056%
City	Chino	San Bernardino	0.064%		0.0525893%
City	Chino Hills	San Bernardino	0.001%		0.0006388%
City	Colton	San Bernardino	0.031%		0.0253443%
City	Fontana	San Bernardino	0.112%		0.0920543%
City	Grand Terrace	San Bernardino	0.006%		0.0051051%
City	Hesperia	San Bernardino	0.035%		0.0291522%
City	Highland	San Bernardino	0.004%		0.0029061%
City	Loma Linda	San Bernardino	0.009%		0.0071188%
City	Montclair	San Bernardino	0.039%		0.0322108%
City	Ontario	San Bernardino	0.179%		0.1472934%
City	Rancho Cucamonga	San Bernardino	0.084%		0.0689431%
City	Redlands	San Bernardino	0.057%		0.0469150%
City	Rialto	San Bernardino	0.073%		0.0603206%
City	San Bernardino	San Bernardino	0.178%		0.1461880%
City	Twentynine Palms	San Bernardino	0.002%		0.0012605%
City	Upland	San Bernardino	0.052%		0.0424460%
City	Victorville	San Bernardino	0.033%		0.0269400%
City	Yucaipa	San Bernardino	0.016%		0.0128772%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Yucca Valley	San Bernardino	0.003%		0.0021228%
County	<i>San Diego County</i>	San Diego	5.706%	6.980%	5.9309748%
City	Carlsbad	San Diego	0.128%		0.1050485%
City	Chula Vista	San Diego	0.189%	0.231%	0.1961456%
City	Coronado	San Diego	0.044%		0.0359095%
City	El Cajon	San Diego	0.113%		0.0933582%
City	Encinitas	San Diego	0.061%	0.074%	0.0630289%
City	Escondido	San Diego	0.145%		0.1192204%
City	Imperial Beach	San Diego	0.014%		0.0118283%
City	La Mesa	San Diego	0.055%	0.068%	0.0575593%
City	Lemon Grove	San Diego	0.022%		0.0183911%
City	National City	San Diego	0.080%		0.0656808%
City	Oceanside	San Diego	0.213%		0.1753428%
City	Poway	San Diego	0.062%		0.0511040%
City	San Diego	San Diego	1.975%	2.416%	2.0531169%
City	San Marcos	San Diego	0.089%		0.0733897%
City	Santee	San Diego	0.033%		0.0268401%
City	Solana Beach	San Diego	0.017%		0.0138564%
City	Vista	San Diego	0.052%		0.0425144%
Consolidated	<i>San Francisco</i>	San Francisco	3.026%	3.702%	3.1457169%
County	<i>San Joaquin County</i>	San Joaquin	1.680%	2.055%	1.7460399%
City	Lathrop	San Joaquin	0.009%		0.0075394%
City	Lodi	San Joaquin	0.053%		0.0439484%
City	Manteca	San Joaquin	0.054%		0.0443454%
City	Ripon	San Joaquin	0.013%		0.0104219%
City	Stockton	San Joaquin	0.313%	0.383%	0.3256176%
City	Tracy	San Joaquin	0.084%		0.0692047%
County	<i>San Luis Obispo County</i>	San Luis Obispo	0.816%	0.999%	0.8484126%
City	Arroyo Grande	San Luis Obispo	0.024%		0.0199053%
City	Atascadero	San Luis Obispo	0.029%		0.0240680%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		0.0353456%
City	Grover Beach	San Luis Obispo	0.017%		0.0137881%
City	Morro Bay	San Luis Obispo	0.020%		0.0160922%
City	San Luis Obispo	San Luis Obispo	0.077%		0.0637841%
County	<i>San Mateo County</i>	San Mateo	1.074%	1.313%	1.1159599%
City	Belmont	San Mateo	0.021%		0.0169860%
City	Burlingame	San Mateo	0.019%		0.0152537%
City	Daly City	San Mateo	0.044%		0.0363880%
City	East Palo Alto	San Mateo	0.013%		0.0103982%
City	Foster City	San Mateo	0.020%		0.0166101%
City	Half Moon Bay	San Mateo	0.004%		0.0031638%
City	Hillsborough	San Mateo	0.013%		0.0110029%
City	Menlo Park	San Mateo	0.015%		0.0126209%
City	Millbrae	San Mateo	0.013%		0.0105836%
City	Pacifica	San Mateo	0.016%		0.0130625%
City	Redwood City	San Mateo	0.056%		0.0463511%
City	San Bruno	San Mateo	0.021%		0.0172161%
City	San Carlos	San Mateo	0.013%		0.0108885%
City	San Mateo	San Mateo	0.052%		0.0425841%
City	South San Francisco	San Mateo	0.043%		0.0353943%
County	<i>Santa Barbara County</i>	Santa Barbara	1.132%	1.385%	1.1768968%
City	Carpinteria	Santa Barbara	0.001%		0.0008938%
City	Goleta	Santa Barbara	0.004%		0.0028969%
City	Lompoc	Santa Barbara	0.047%		0.0389379%
City	Santa Barbara	Santa Barbara	0.122%		0.1004559%
City	Santa Maria	Santa Barbara	0.058%		0.0479179%
County	<i>Santa Clara County</i>	Santa Clara	2.404%	2.941%	2.4987553%
City	Campbell	Santa Clara	0.014%		0.0112566%
City	Cupertino	Santa Clara	0.008%		0.0066824%
City	Gilroy	Santa Clara	0.025%		0.0202891%



APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Los Altos	Santa Clara	0.013%		0.0103338%
City	Los Gatos	Santa Clara	0.013%		0.0103220%
City	Milpitas	Santa Clara	0.036%		0.0298120%
City	Morgan Hill	Santa Clara	0.015%		0.0124619%
City	Mountain View	Santa Clara	0.041%		0.0334608%
City	Palo Alto	Santa Clara	0.039%		0.0323080%
City	San Jose	Santa Clara	0.294%	0.360%	0.3054960%
City	Santa Clara	Santa Clara	0.067%		0.0549723%
City	Saratoga	Santa Clara	0.004%		0.0034161%
City	Sunnyvale	Santa Clara	0.053%		0.0434069%
County	<i>Santa Cruz County</i>	Santa Cruz	0.783%	0.957%	0.8135396%
City	Capitola	Santa Cruz	0.020%		0.0168191%
City	Santa Cruz	Santa Cruz	0.143%		0.1180348%
City	Scotts Valley	Santa Cruz	0.015%		0.0126525%
City	Watsonville	Santa Cruz	0.063%		0.0520136%
County	<i>Shasta County</i>	Shasta	1.095%	1.339%	1.1380191%
City	Anderson	Shasta	0.024%		0.0198896%
City	Redding	Shasta	0.284%		0.2334841%
City	Shasta Lake	Shasta	0.004%		0.0031993%
County	<i>Siskiyou County</i>	Siskiyou	0.228%	0.279%	0.2373393%
County	<i>Solano County</i>	Solano	0.760%		0.6260795%
City	Benicia	Solano	0.031%		0.0253903%
City	Dixon	Solano	0.016%		0.0130849%
City	Fairfield	Solano	0.109%		0.0897317%
City	Suisun City	Solano	0.021%		0.0176183%
City	Vacaville	Solano	0.119%		0.0976497%
City	Vallejo	Solano	0.167%		0.1373644%
County	<i>Sonoma County</i>	Sonoma	1.218%	1.490%	1.2661290%
City	Healdsburg	Sonoma	0.032%		0.0266929%
City	Petaluma	Sonoma	0.081%		0.0667507%



APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		0.0340759%
City	Santa Rosa	Sonoma	0.184%		0.1519070%
City	Sonoma	Sonoma	0.022%		0.0183438%
City	Windsor	Sonoma	0.016%		0.0129298%
County	<i>Stanislaus County</i>	Stanislaus	1.722%		1.4182273%
City	Ceres	Stanislaus	0.041%		0.0340260%
City	Modesto	Stanislaus	0.217%		0.1788759%
City	Newman	Stanislaus	0.006%		0.0046964%
City	Oakdale	Stanislaus	0.018%		0.0145531%
City	Patterson	Stanislaus	0.015%		0.0126590%
City	Riverbank	Stanislaus	0.010%		0.0085699%
City	Turlock	Stanislaus	0.065%		0.0531966%
County	<i>Sutter County</i>	Sutter	0.306%	0.374%	0.3179548%
City	Yuba City	Sutter	0.074%		0.0606242%
County	<i>Tehama County</i>	Tehama	0.213%	0.261%	0.2216654%
City	Red Bluff	Tehama	0.014%		0.0117771%
County	<i>Trinity County</i>	Trinity	0.082%	0.101%	0.0855476%
County	<i>Tulare County</i>	Tulare	0.809%	0.990%	0.8410949%
City	Dinuba	Tulare	0.014%		0.0116929%
City	Exeter	Tulare	0.004%		0.0032479%
City	Farmersville	Tulare	0.003%		0.0027879%
City	Lindsay	Tulare	0.007%		0.0057111%
City	Porterville	Tulare	0.021%		0.0171845%
City	Tulare	Tulare	0.037%		0.0302273%
City	Visalia	Tulare	0.066%		0.0545872%
County	<i>Tuolumne County</i>	Tuolumne	0.486%	0.594%	0.5047621%
County	<i>Ventura County</i>	Ventura	2.192%	2.681%	2.2781201%
City	Camarillo	Ventura	0.002%		0.0012815%
City	Fillmore	Ventura	0.002%		0.0020294%
City	Moorpark	Ventura	0.008%		0.0067337%



APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	0.1617338%
City	Port Hueneme	Ventura	0.021%		0.0174145%
City	San Buenaventura (Ventura)	Ventura	0.085%		0.0702181%
City	Santa Paula	Ventura	0.014%		0.0119072%
City	Simi Valley	Ventura	0.065%		0.0533043%
City	Thousand Oaks	Ventura	0.022%		0.0179902%
County	<i>Yolo County</i>	Yolo	0.357%	0.437%	0.3713319%
City	Davis	Yolo	0.055%		0.0451747%
City	West Sacramento	Yolo	0.066%		0.0544321%
City	Woodland	Yolo	0.058%		0.0477904%
County	<i>Yuba County</i>	Yuba	0.214%	0.262%	0.2225679%
City	Marysville	Yuba	0.014%		0.0112079%



APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

- a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were not previously reimbursed and which were paid or incurred (i) prior to December 31, 2022 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting any CA Allocation Agreement(s) concerning a settlement with any Opioid Defendant(s). *Costs* does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.
- b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the Distributor Settlement Agreement, Section XI and Exhibit R of the Janssen Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, or Section IX and Exhibit R of the Walmart Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.
- c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.
- d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

- a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating National Opioid Settlements with various manufacturers, distributors, and chain pharmacies.
- b) Claims Procedure.



- i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, Section IX and Exhibit R of the Walmart Settlement Agreement, Section X or Exhibit R of the Distributor Settlement Agreement, or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.
- ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of “hard” costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.
- iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.
- iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.
- v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.



- vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section VIII.C of the Allergan Settlement Agreement.
- vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Allergan a report of the fees and expenses incurred by the Special Master pursuant to Section VIII.C of the Allergan Settlement Agreement.

c) Claims Priority and Limitation.

- i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.
- ii. Final Awards of Costs that do not exceed seventy-five thousand dollars (\$75,000.00) will be paid next in priority after the Special Master's approved invoices.
- iii. Final Awards of Costs in excess of seventy-five thousand dollars (\$75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.
- iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.
- v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.
- vi. In no event shall more than \$28 million of the total CA Subdivision Funds paid pursuant to the Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, CVS Settlement Agreement, Janssen Settlement Agreement, Walgreens Settlement Agreement, and the Walmart Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

- i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award



of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund. Any Plaintiff Subdivision that has submitted for reimbursement to any national fund and has not received a final determination by the First Claims Date may request that the settlement administrator withhold some or all of its payment from the CA Subdivision Fund in order to avoid repayment.

- ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.



APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Allergan Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Allergan Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Allergan Settlement Agreement and CA Allergan Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Allergan Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Allergan Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Allergan Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Allergan Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]

[SUBDIVISION SIGNATURE BLOCK]

[DATE]

[COUNSEL SIGNATURE BLOCK]

[DATE]

[ATTORNEY GENERAL SIGNATURE BLOCK]



**Proposed California State-Subdivision Agreement
Regarding Distribution and Use of
Settlement Funds – Teva Settlement**

1. Introduction

Pursuant to the Teva Settlement Agreement, dated as of November 22, 2022, and any revision thereto (the “Teva Settlement Agreement”), including Section VIII and Exhibit O, the State of California proposes this agreement (the “CA Teva Allocation Agreement”) to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections VI, VII, and VIII of the Teva Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections IX, XIII, or XIV of the Teva Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Teva Settlement Agreement, acceptance of this CA Teva Allocation Agreement is a requirement to be an Initial Participating Subdivision.¹

Further, pursuant to Sections X.B and X.C of the Teva Settlement Agreement and Sections IX.B and IX.C of the Allergan Settlement Agreement, eligible Subdivisions must participate in both the Teva Settlement Agreement and Allergan Settlement Agreement, or neither.

2. Definitions

- a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Teva Settlement Agreement.
- b) *Allergan Settlement Agreement* means the Allergan Settlement Agreement dated November 22, 2022, and any revision thereto.
- c) *CVS Settlement Agreement* means the CVS Settlement Agreement dated December 9, 2022, and any revision thereto as well as any modification thereto entered into by the State of California and CVS.
- d) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.
- e) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.
- f) *Walgreens Settlement Agreement* means the Walgreens Settlement Agreement dated December 9, 2022, and any revision thereto.

¹ A parallel but separate agreement (the “CA Allergan Allocation Agreement”) will govern the allocation, distribution, and use of settlement fund payments under the Allergan Settlement Agreement.



- g) *Walmart Settlement Agreement* means the Walmart Settlement Agreement dated November 14, 2022, and any revision thereto.
- h) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, San Leandro Unified School District, Pleasant Valley School District Board, and LA Care Health Plan.
- i) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.
- j) *Opioid Defendant* means any defendant (including but not limited to Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walgreen Co., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Teva Settlement Agreement, as well as applicable law, and the Teva Settlement Agreement governs over any inconsistent provision of this CA Teva Allocation Agreement. Terms used in this CA Teva Allocation Agreement have the same meaning as in the Teva Settlement Agreement unless otherwise defined herein.

Pursuant to Section VIII(E)(1) of the Teva Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section VIII(C) of the Teva Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,² pursuant to the Teva Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the

² For purposes of clarity, use of the term “California” refers to the geographic territory of California and the state and its local governments therein. The term “State” or “State of California” refers to the State of California as a governmental unit.



Settlement Fund shall be combined pursuant to this CA Teva Allocation Agreement, and 15% of that total shall be allocated to the State of California (the “State of California Allocation”), 70% to the California Abatement Accounts Fund (“CA Abatement Accounts Fund”), and 15% to the California Subdivision Fund (“CA Subdivision Fund”).

A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

- a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the “Local Allocation”). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.
- b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Teva Settlement Agreement.
- c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county’s share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).
- d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Teva



Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.

- e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.
- f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Teva Settlement Agreement and this CA Teva Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

- a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Teva Settlement Agreement.
- b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:
 - (1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;
 - (2) creating new or expanded Substance Use Disorder (“SUD”) treatment infrastructure;
 - (3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;
 - (4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or
 - (5) interventions to prevent drug addiction in vulnerable youth.
- c) The California Department of Health Care Services (“DHCS”) may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.



- d) For the avoidance of doubt, and subject to the requirements of the Teva Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Teva Settlement Agreement and this CA Teva Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

- a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Teva Settlement Agreement and this CA Teva Allocation Agreement.
- b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Teva Settlement Agreement or this CA Teva Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.
- c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.
- d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Teva Settlement Agreement or this CA Teva Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.
- e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, 6 investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.



C. CA Subdivision Fund

- i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Teva Settlement Agreement and this CA Teva Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

- a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;
- b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.
- c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Teva Settlement Agreement and Allergan Settlement Agreement, and, if applicable, the CVS Settlement Agreement, Distributor Settlement Agreement, Janssen Settlement Agreement, Walgreens Settlement Agreement, and Walmart Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(X), of the Teva Settlement Agreement and the MDL Fees Order,



so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Teva Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Teva Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

- a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.
- b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Teva Settlement Agreement and this CA Teva Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.
- c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.



- d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Teva Settlement Agreement and this CA Teva Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section VIII(C) of the Teva Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Teva.
- e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

- a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Teva Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.
- b) Except as provided in the Teva Settlement Agreement, this CA Teva Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.
- c) Except as provided in the CA Teva Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.
- a) Except as provided in the Teva Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.



The undersigned, Mendota city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Teva Settlement is a requirement to be an Initial Participating Subdivision in the Teva Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Teva Settlement. EXECUTED on .

Signature: _____

Name: _____

Title: _____

Date: _____



DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Teva Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled “Abatement Percentage,” pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled “Abatement Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled “Weighted Allocation Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.



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			100.000%	100.000%	100.000%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<i>Alameda County</i>	Alameda	2.332%	2.853%	2.4237952%
City	Alameda	Alameda	0.069%		0.0570162%
City	Albany	Alameda	0.013%		0.0107768%
City	Berkeley	Alameda	0.152%		0.1249656%
City	Dublin	Alameda	0.033%	0.040%	0.0338810%
City	Emeryville	Alameda	0.023%		0.0185765%
City	Fremont	Alameda	0.108%		0.0888576%
City	Hayward	Alameda	0.117%		0.0966218%
City	Livermore	Alameda	0.054%		0.0446740%
City	Newark	Alameda	0.026%		0.0217626%
City	Oakland	Alameda	0.486%	0.595%	0.5055601%
City	Piedmont	Alameda	0.014%		0.0114064%
City	Pleasanton	Alameda	0.067%		0.0554547%
City	San Leandro	Alameda	0.039%		0.0321267%
City	Union City	Alameda	0.043%		0.0352484%
County	<i>Amador County</i>	Amador	0.226%	0.277%	0.2349885%
County	<i>Butte County</i>	Butte	1.615%	1.975%	1.6783178%
City	Chico	Butte	0.216%	0.264%	0.2246499%
City	Oroville	Butte	0.079%		0.0646595%
County	<i>Calaveras County</i>	Calaveras	0.226%	0.277%	0.2351644%
County	<i>Colusa County</i>	Colusa	0.059%		0.0489221%
County	<i>Contra Costa County</i>	Contra Costa	2.102%	2.571%	2.1844585%
City	Antioch	Contra Costa	0.037%		0.0301879%
City	Brentwood	Contra Costa	0.026%		0.0215339%
City	Clayton	Contra Costa	0.002%		0.0018060%
City	Concord	Contra Costa	0.055%		0.0456676%
City	Danville	Contra Costa	0.010%		0.0082255%
City	El Cerrito	Contra Costa	0.023%		0.0189024%
City	Hercules	Contra Costa	0.010%		0.0078273%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		0.0046030%
City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<i>Del Norte County</i>	Del Norte	0.114%	0.140%	0.1189608%
County	<i>El Dorado County</i>	El Dorado	0.768%	0.939%	0.7980034%
City	Placerville	El Dorado	0.015%		0.0127642%
City	South Lake Tahoe	El Dorado	0.081%		0.0665456%
County	<i>Fresno County</i>	Fresno	1.895%	2.318%	1.9693410%
City	Clovis	Fresno	0.065%		0.0536211%
City	Coalinga	Fresno	0.012%		0.0098554%
City	Fresno	Fresno	0.397%		0.3270605%
City	Kerman	Fresno	0.005%		0.0042534%
City	Kingsburg	Fresno	0.008%		0.0066167%
City	Mendota	Fresno	0.002%		0.0019387%
City	Orange Cove	Fresno	0.004%		0.0035607%
City	Parlier	Fresno	0.008%		0.0069755%
City	Reedley	Fresno	0.012%		0.0098804%
City	Sanger	Fresno	0.018%		0.0146135%
City	Selma	Fresno	0.015%		0.0127537%
County	<i>Glenn County</i>	Glenn	0.107%	0.131%	0.1116978%
County	<i>Humboldt County</i>	Humboldt	1.030%	1.260%	1.0703185%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Arcata	Humboldt	0.054%		0.0447660%
City	Eureka	Humboldt	0.117%	0.143%	0.1216284%
City	Fortuna	Humboldt	0.032%		0.0266837%
County	<i>Imperial County</i>	Imperial	0.258%	0.315%	0.2679006%
City	Brawley	Imperial	0.011%		0.0087986%
City	Calexico	Imperial	0.019%		0.0152799%
City	El Centro	Imperial	0.158%		0.1302522%
City	Imperial	Imperial	0.006%		0.0048791%
County	<i>Inyo County</i>	Inyo	0.073%	0.089%	0.0754413%
County	<i>Kern County</i>	Kern	2.517%	3.079%	2.6159145%
City	Arvin	Kern	0.006%		0.0046425%
City	Bakersfield	Kern	0.212%		0.1747198%
City	California City	Kern	0.009%		0.0070820%
City	Delano	Kern	0.030%		0.0249316%
City	McFarland	Kern	0.003%		0.0025644%
City	Ridgecrest	Kern	0.015%		0.0120938%
City	Shafter	Kern	0.013%		0.0103417%
City	Tehachapi	Kern	0.009%		0.0073580%
City	Wasco	Kern	0.008%		0.0069861%
County	<i>Kings County</i>	Kings	0.293%		0.2413469%
City	Avenal	Kings	0.007%		0.0056335%
City	Corcoran	Kings	0.013%		0.0107032%
City	Hanford	Kings	0.027%		0.0226038%
City	Lemoore	Kings	0.016%		0.0131900%
County	<i>Lake County</i>	Lake	0.795%		0.6545389%
City	Clearlake	Lake	0.041%	0.050%	0.0426253%
City	Lakeport	Lake	0.021%	0.026%	0.0222964%
County	<i>Lassen County</i>	Lassen	0.319%	0.391%	0.3320610%
City	Susanville	Lassen	0.027%		0.0219295%
County	<i>Los Angeles County</i>	Los Angeles	13.896%	16.999%	14.4437559%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Agoura Hills	Los Angeles	0.005%		0.0040024%
City	Alhambra	Los Angeles	0.042%		0.0343309%
City	Arcadia	Los Angeles	0.033%		0.0267718%
City	Artesia	Los Angeles	0.001%		0.0005100%
City	Azusa	Los Angeles	0.026%		0.0210857%
City	Baldwin Park	Los Angeles	0.027%		0.0218520%
City	Bell	Los Angeles	0.008%		0.0068783%
City	Bellflower	Los Angeles	0.002%		0.0014485%
City	Bell Gardens	Los Angeles	0.014%		0.0114301%
City	Beverly Hills	Los Angeles	0.065%		0.0534897%
City	Burbank	Los Angeles	0.100%		0.0823132%
City	Calabasas	Los Angeles	0.006%		0.0048948%
City	Carson	Los Angeles	0.019%		0.0159805%
City	Cerritos	Los Angeles	0.005%		0.0039682%
City	Claremont	Los Angeles	0.010%		0.0082584%
City	Commerce	Los Angeles	0.000%		0.0002971%
City	Compton	Los Angeles	0.044%		0.0361882%
City	Covina	Los Angeles	0.028%		0.0229127%
City	Cudahy	Los Angeles	0.001%		0.0006020%
City	Culver City	Los Angeles	0.055%		0.0449894%
City	Diamond Bar	Los Angeles	0.001%		0.0006993%
City	Downey	Los Angeles	0.052%		0.0429994%
City	Duarte	Los Angeles	0.003%		0.0027261%
City	El Monte	Los Angeles	0.031%	0.038%	0.0318985%
City	El Segundo	Los Angeles	0.033%		0.0268020%
City	Gardena	Los Angeles	0.034%		0.0278088%
City	Glendale	Los Angeles	0.166%		0.1366586%
City	Glendora	Los Angeles	0.016%		0.0134411%
City	Hawaiian Gardens	Los Angeles	0.005%		0.0040549%
City	Hawthorne	Los Angeles	0.050%		0.0407833%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		0.0145307%
City	Huntington Park	Los Angeles	0.023%		0.0190667%
City	Inglewood	Los Angeles	0.059%		0.0489195%
City	La Cañada Flintridge	Los Angeles	0.003%		0.0025565%
City	Lakewood	Los Angeles	0.005%		0.0039971%
City	La Mirada	Los Angeles	0.010%		0.0081572%
City	Lancaster	Los Angeles	0.045%		0.0369689%
City	La Puente	Los Angeles	0.002%		0.0012999%
City	La Verne	Los Angeles	0.024%		0.0194190%
City	Lawndale	Los Angeles	0.002%		0.0017731%
City	Lomita	Los Angeles	0.004%		0.0031940%
City	Long Beach	Los Angeles	0.439%		0.3614151%
City	Los Angeles	Los Angeles	2.715%	3.321%	2.8218811%
City	Lynwood	Los Angeles	0.016%		0.0134345%
City	Malibu	Los Angeles	0.002%		0.0019269%
City	Manhattan Beach	Los Angeles	0.032%		0.0260686%
City	Maywood	Los Angeles	0.004%		0.0035528%
City	Monrovia	Los Angeles	0.031%		0.0254455%
City	Montebello	Los Angeles	0.030%		0.0250670%
City	Monterey Park	Los Angeles	0.031%		0.0256677%
City	Norwalk	Los Angeles	0.031%		0.0258228%
City	Palmdale	Los Angeles	0.046%		0.0375827%
City	Palos Verdes Estates	Los Angeles	0.006%		0.0053102%
City	Paramount	Los Angeles	0.011%		0.0091483%
City	Pasadena	Los Angeles	0.146%		0.1200524%
City	Pico Rivera	Los Angeles	0.022%		0.0183333%
City	Pomona	Los Angeles	0.111%		0.0911933%
City	Rancho Palos Verdes	Los Angeles	0.002%		0.0012645%
City	Redondo Beach	Los Angeles	0.062%		0.0506992%
City	Rosemead	Los Angeles	0.003%		0.0028260%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	San Dimas	Los Angeles	0.003%		0.0022016%
City	San Fernando	Los Angeles	0.013%		0.0104837%
City	San Gabriel	Los Angeles	0.018%		0.0147726%
City	San Marino	Los Angeles	0.009%		0.0073791%
City	Santa Clarita	Los Angeles	0.022%		0.0178167%
City	Santa Fe Springs	Los Angeles	0.031%		0.0257531%
City	Santa Monica	Los Angeles	0.158%		0.1298513%
City	Sierra Madre	Los Angeles	0.006%		0.0048646%
City	Signal Hill	Los Angeles	0.010%		0.0084884%
City	South El Monte	Los Angeles	0.005%		0.0039603%
City	South Gate	Los Angeles	0.020%		0.0166272%
City	South Pasadena	Los Angeles	0.012%		0.0095334%
City	Temple City	Los Angeles	0.005%		0.0039498%
City	Torrance	Los Angeles	0.112%		0.0919820%
City	Walnut	Los Angeles	0.006%		0.0047305%
City	West Covina	Los Angeles	0.049%		0.0404521%
City	West Hollywood	Los Angeles	0.013%		0.0108517%
City	Whittier	Los Angeles	0.032%		0.0260581%
County	<i>Madera County</i>	Madera	0.349%	0.427%	0.3630669%
City	Chowchilla	Madera	0.012%		0.0097332%
City	Madera	Madera	0.039%		0.0318441%
County	<i>Marin County</i>	Marin	0.564%	0.690%	0.5861325%
City	Larkspur	Marin	0.015%		0.0124697%
City	Mill Valley	Marin	0.020%		0.0168401%
City	Novato	Marin	0.028%		0.0229824%
City	San Anselmo	Marin	0.009%		0.0078062%
City	San Rafael	Marin	0.089%		0.0729823%
County	<i>Mariposa County</i>	Mariposa	0.084%	0.103%	0.0876131%
County	<i>Mendocino County</i>	Mendocino	0.439%	0.536%	0.4558394%
City	Ukiah	Mendocino	0.039%		0.0317153%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	Merced County	Merced	0.551%	0.674%	0.5724262%
City	Atwater	Merced	0.024%		0.0195846%
City	Livingston	Merced	0.006%		0.0045873%
City	Los Banos	Merced	0.020%		0.0165142%
City	Merced	Merced	0.061%		0.0500762%
County	Modoc County	Modoc	0.065%	0.080%	0.0678250%
County	Mono County	Mono	0.023%	0.029%	0.0242606%
County	Monterey County	Monterey	0.908%	1.111%	0.9437083%
City	Greenfield	Monterey	0.006%		0.0050552%
City	King City	Monterey	0.005%		0.0037355%
City	Marina	Monterey	0.017%		0.0144098%
City	Monterey	Monterey	0.041%		0.0336540%
City	Pacific Grove	Monterey	0.009%		0.0074842%
City	Salinas	Monterey	0.094%		0.0776576%
City	Seaside	Monterey	0.023%		0.0191772%
City	Soledad	Monterey	0.007%		0.0060870%
County	Napa County	Napa	0.288%	0.352%	0.2994325%
City	American Canyon	Napa	0.017%		0.0136869%
City	Napa	Napa	0.078%		0.0642783%
County	Nevada County	Nevada	0.441%	0.539%	0.4579827%
City	Grass Valley	Nevada	0.024%		0.0197805%
City	Truckee	Nevada	0.003%		0.0023843%
County	Orange County	Orange	4.364%	5.339%	4.5363576%
City	Aliso Viejo	Orange	0.014%		0.0113841%
City	Anaheim	Orange	0.554%	0.678%	0.5759282%
City	Brea	Orange	0.086%		0.0708897%
City	Buena Park	Orange	0.087%		0.0714352%
City	Costa Mesa	Orange	0.124%	0.152%	0.1288366%
City	Cypress	Orange	0.033%		0.0271937%
City	Dana Point	Orange	0.001%		0.0005560%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%
City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%
City	Yorba Linda	Orange	0.044%		0.0362223%
County	Placer County	Placer	1.045%	1.278%	1.0861002%
City	Auburn	Placer	0.017%		0.0141114%
City	Lincoln	Placer	0.031%		0.0255599%
City	Rocklin	Placer	0.076%		0.0625485%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Roseville	Placer	0.196%		0.1616559%
County	Plumas County	Plumas	0.205%	0.251%	0.2128729%
County	Riverside County	Riverside	4.534%	5.547%	4.7128296%
City	Banning	Riverside	0.017%		0.0143848%
City	Beaumont	Riverside	0.021%		0.0171135%
City	Blythe	Riverside	0.012%		0.0096714%
City	Canyon Lake	Riverside	0.000%		0.0001761%
City	Cathedral City	Riverside	0.067%		0.0553614%
City	Coachella	Riverside	0.021%		0.0173054%
City	Corona	Riverside	0.147%		0.1207083%
City	Desert Hot Springs	Riverside	0.024%		0.0200433%
City	Eastvale	Riverside	0.000%		0.0002747%
City	Hemet	Riverside	0.051%		0.0421792%
City	Indio	Riverside	0.056%		0.0457794%
City	Jurupa Valley	Riverside	0.001%		0.0008991%
City	Lake Elsinore	Riverside	0.021%		0.0172949%
City	La Quinta	Riverside	0.063%		0.0516732%
City	Menifee	Riverside	0.032%		0.0260909%
City	Moreno Valley	Riverside	0.137%		0.1130348%
City	Murrieta	Riverside	0.048%	0.059%	0.0497423%
City	Norco	Riverside	0.016%		0.0134542%
City	Palm Desert	Riverside	0.083%		0.0682465%
City	Palm Springs	Riverside	0.076%		0.0629862%
City	Perris	Riverside	0.009%		0.0076774%
City	Rancho Mirage	Riverside	0.052%		0.0431098%
City	Riverside	Riverside	0.268%		0.2206279%
City	San Jacinto	Riverside	0.010%		0.0085936%
City	Temecula	Riverside	0.022%		0.0180086%
City	Wildomar	Riverside	0.008%		0.0062500%
County	Sacramento County	Sacramento	3.797%	4.645%	3.9465887%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Citrus Heights	Sacramento	0.057%		0.0465312%
City	Elk Grove	Sacramento	0.130%		0.1066994%
City	Folsom	Sacramento	0.108%		0.0890850%
City	Galt	Sacramento	0.017%		0.0143704%
City	Rancho Cordova	Sacramento	0.008%		0.0067679%
City	Sacramento	Sacramento	0.721%	0.882%	0.7496530%
County	<i>San Benito County</i>	San Benito	0.106%	0.130%	0.1101417%
City	Hollister	San Benito	0.027%		0.0225355%
County	<i>San Bernardino County</i>	San Bernardino	3.259%	3.987%	3.3878124%
City	Adelanto	San Bernardino	0.008%		0.0066640%
City	Apple Valley	San Bernardino	0.025%		0.0207360%
City	Barstow	San Bernardino	0.015%		0.0122056%
City	Chino	San Bernardino	0.064%		0.0525893%
City	Chino Hills	San Bernardino	0.001%		0.0006388%
City	Colton	San Bernardino	0.031%		0.0253443%
City	Fontana	San Bernardino	0.112%		0.0920543%
City	Grand Terrace	San Bernardino	0.006%		0.0051051%
City	Hesperia	San Bernardino	0.035%		0.0291522%
City	Highland	San Bernardino	0.004%		0.0029061%
City	Loma Linda	San Bernardino	0.009%		0.0071188%
City	Montclair	San Bernardino	0.039%		0.0322108%
City	Ontario	San Bernardino	0.179%		0.1472934%
City	Rancho Cucamonga	San Bernardino	0.084%		0.0689431%
City	Redlands	San Bernardino	0.057%		0.0469150%
City	Rialto	San Bernardino	0.073%		0.0603206%
City	San Bernardino	San Bernardino	0.178%		0.1461880%
City	Twentynine Palms	San Bernardino	0.002%		0.0012605%
City	Upland	San Bernardino	0.052%		0.0424460%
City	Victorville	San Bernardino	0.033%		0.0269400%
City	Yucaipa	San Bernardino	0.016%		0.0128772%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Yucca Valley	San Bernardino	0.003%		0.0021228%
County	<i>San Diego County</i>	San Diego	5.706%	6.980%	5.9309748%
City	Carlsbad	San Diego	0.128%		0.1050485%
City	Chula Vista	San Diego	0.189%	0.231%	0.1961456%
City	Coronado	San Diego	0.044%		0.0359095%
City	El Cajon	San Diego	0.113%		0.0933582%
City	Encinitas	San Diego	0.061%	0.074%	0.0630289%
City	Escondido	San Diego	0.145%		0.1192204%
City	Imperial Beach	San Diego	0.014%		0.0118283%
City	La Mesa	San Diego	0.055%	0.068%	0.0575593%
City	Lemon Grove	San Diego	0.022%		0.0183911%
City	National City	San Diego	0.080%		0.0656808%
City	Oceanside	San Diego	0.213%		0.1753428%
City	Poway	San Diego	0.062%		0.0511040%
City	San Diego	San Diego	1.975%	2.416%	2.0531169%
City	San Marcos	San Diego	0.089%		0.0733897%
City	Santee	San Diego	0.033%		0.0268401%
City	Solana Beach	San Diego	0.017%		0.0138564%
City	Vista	San Diego	0.052%		0.0425144%
Consolidated	<i>San Francisco</i>	San Francisco	3.026%	3.702%	3.1457169%
County	<i>San Joaquin County</i>	San Joaquin	1.680%	2.055%	1.7460399%
City	Lathrop	San Joaquin	0.009%		0.0075394%
City	Lodi	San Joaquin	0.053%		0.0439484%
City	Manteca	San Joaquin	0.054%		0.0443454%
City	Ripon	San Joaquin	0.013%		0.0104219%
City	Stockton	San Joaquin	0.313%	0.383%	0.3256176%
City	Tracy	San Joaquin	0.084%		0.0692047%
County	<i>San Luis Obispo County</i>	San Luis Obispo	0.816%	0.999%	0.8484126%
City	Arroyo Grande	San Luis Obispo	0.024%		0.0199053%
City	Atascadero	San Luis Obispo	0.029%		0.0240680%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		0.0353456%
City	Grover Beach	San Luis Obispo	0.017%		0.0137881%
City	Morro Bay	San Luis Obispo	0.020%		0.0160922%
City	San Luis Obispo	San Luis Obispo	0.077%		0.0637841%
County	<i>San Mateo County</i>	San Mateo	1.074%	1.313%	1.1159599%
City	Belmont	San Mateo	0.021%		0.0169860%
City	Burlingame	San Mateo	0.019%		0.0152537%
City	Daly City	San Mateo	0.044%		0.0363880%
City	East Palo Alto	San Mateo	0.013%		0.0103982%
City	Foster City	San Mateo	0.020%		0.0166101%
City	Half Moon Bay	San Mateo	0.004%		0.0031638%
City	Hillsborough	San Mateo	0.013%		0.0110029%
City	Menlo Park	San Mateo	0.015%		0.0126209%
City	Millbrae	San Mateo	0.013%		0.0105836%
City	Pacifica	San Mateo	0.016%		0.0130625%
City	Redwood City	San Mateo	0.056%		0.0463511%
City	San Bruno	San Mateo	0.021%		0.0172161%
City	San Carlos	San Mateo	0.013%		0.0108885%
City	San Mateo	San Mateo	0.052%		0.0425841%
City	South San Francisco	San Mateo	0.043%		0.0353943%
County	<i>Santa Barbara County</i>	Santa Barbara	1.132%	1.385%	1.1768968%
City	Carpinteria	Santa Barbara	0.001%		0.0008938%
City	Goleta	Santa Barbara	0.004%		0.0028969%
City	Lompoc	Santa Barbara	0.047%		0.0389379%
City	Santa Barbara	Santa Barbara	0.122%		0.1004559%
City	Santa Maria	Santa Barbara	0.058%		0.0479179%
County	<i>Santa Clara County</i>	Santa Clara	2.404%	2.941%	2.4987553%
City	Campbell	Santa Clara	0.014%		0.0112566%
City	Cupertino	Santa Clara	0.008%		0.0066824%
City	Gilroy	Santa Clara	0.025%		0.0202891%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Los Altos	Santa Clara	0.013%		0.0103338%
City	Los Gatos	Santa Clara	0.013%		0.0103220%
City	Milpitas	Santa Clara	0.036%		0.0298120%
City	Morgan Hill	Santa Clara	0.015%		0.0124619%
City	Mountain View	Santa Clara	0.041%		0.0334608%
City	Palo Alto	Santa Clara	0.039%		0.0323080%
City	San Jose	Santa Clara	0.294%	0.360%	0.3054960%
City	Santa Clara	Santa Clara	0.067%		0.0549723%
City	Saratoga	Santa Clara	0.004%		0.0034161%
City	Sunnyvale	Santa Clara	0.053%		0.0434069%
County	<i>Santa Cruz County</i>	Santa Cruz	0.783%	0.957%	0.8135396%
City	Capitola	Santa Cruz	0.020%		0.0168191%
City	Santa Cruz	Santa Cruz	0.143%		0.1180348%
City	Scotts Valley	Santa Cruz	0.015%		0.0126525%
City	Watsonville	Santa Cruz	0.063%		0.0520136%
County	<i>Shasta County</i>	Shasta	1.095%	1.339%	1.1380191%
City	Anderson	Shasta	0.024%		0.0198896%
City	Redding	Shasta	0.284%		0.2334841%
City	Shasta Lake	Shasta	0.004%		0.0031993%
County	<i>Siskiyou County</i>	Siskiyou	0.228%	0.279%	0.2373393%
County	<i>Solano County</i>	Solano	0.760%		0.6260795%
City	Benicia	Solano	0.031%		0.0253903%
City	Dixon	Solano	0.016%		0.0130849%
City	Fairfield	Solano	0.109%		0.0897317%
City	Suisun City	Solano	0.021%		0.0176183%
City	Vacaville	Solano	0.119%		0.0976497%
City	Vallejo	Solano	0.167%		0.1373644%
County	<i>Sonoma County</i>	Sonoma	1.218%	1.490%	1.2661290%
City	Healdsburg	Sonoma	0.032%		0.0266929%
City	Petaluma	Sonoma	0.081%		0.0667507%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		0.0340759%
City	Santa Rosa	Sonoma	0.184%		0.1519070%
City	Sonoma	Sonoma	0.022%		0.0183438%
City	Windsor	Sonoma	0.016%		0.0129298%
County	<i>Stanislaus County</i>	Stanislaus	1.722%		1.4182273%
City	Ceres	Stanislaus	0.041%		0.0340260%
City	Modesto	Stanislaus	0.217%		0.1788759%
City	Newman	Stanislaus	0.006%		0.0046964%
City	Oakdale	Stanislaus	0.018%		0.0145531%
City	Patterson	Stanislaus	0.015%		0.0126590%
City	Riverbank	Stanislaus	0.010%		0.0085699%
City	Turlock	Stanislaus	0.065%		0.0531966%
County	<i>Sutter County</i>	Sutter	0.306%	0.374%	0.3179548%
City	Yuba City	Sutter	0.074%		0.0606242%
County	<i>Tehama County</i>	Tehama	0.213%	0.261%	0.2216654%
City	Red Bluff	Tehama	0.014%		0.0117771%
County	<i>Trinity County</i>	Trinity	0.082%	0.101%	0.0855476%
County	<i>Tulare County</i>	Tulare	0.809%	0.990%	0.8410949%
City	Dinuba	Tulare	0.014%		0.0116929%
City	Exeter	Tulare	0.004%		0.0032479%
City	Farmersville	Tulare	0.003%		0.0027879%
City	Lindsay	Tulare	0.007%		0.0057111%
City	Porterville	Tulare	0.021%		0.0171845%
City	Tulare	Tulare	0.037%		0.0302273%
City	Visalia	Tulare	0.066%		0.0545872%
County	<i>Tuolumne County</i>	Tuolumne	0.486%	0.594%	0.5047621%
County	<i>Ventura County</i>	Ventura	2.192%	2.681%	2.2781201%
City	Camarillo	Ventura	0.002%		0.0012815%
City	Fillmore	Ventura	0.002%		0.0020294%
City	Moorpark	Ventura	0.008%		0.0067337%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	0.1617338%
City	Port Hueneme	Ventura	0.021%		0.0174145%
City	San Buenaventura (Ventura)	Ventura	0.085%		0.0702181%
City	Santa Paula	Ventura	0.014%		0.0119072%
City	Simi Valley	Ventura	0.065%		0.0533043%
City	Thousand Oaks	Ventura	0.022%		0.0179902%
County	<i>Yolo County</i>	Yolo	0.357%	0.437%	0.3713319%
City	Davis	Yolo	0.055%		0.0451747%
City	West Sacramento	Yolo	0.066%		0.0544321%
City	Woodland	Yolo	0.058%		0.0477904%
County	<i>Yuba County</i>	Yuba	0.214%	0.262%	0.2225679%
City	Marysville	Yuba	0.014%		0.0112079%



APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

- a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were not previously reimbursed and which were paid or incurred (i) prior to December 31, 2022 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting any CA Allocation Agreement(s) concerning a settlement with any Opioid Defendant(s). *Costs* does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.
- b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the Distributor Settlement Agreement, Section XI and Exhibit R of the Janssen Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, or Section IX and Exhibit R of the Walmart Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.
- c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.
- d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

- a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating National Opioid Settlements with various manufacturers, distributors, and chain pharmacies.
- b) Claims Procedure.



- i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, Section IX and Exhibit R of the Walmart Settlement Agreement, Section X or Exhibit R of the Distributor Settlement Agreement, or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.
- ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of “hard” costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.
- iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.
- iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.
- v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.



- vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section VIII.C of the Teva Settlement Agreement.
- vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Teva a report of the fees and expenses incurred by the Special Master pursuant to Section VIII.C of the Teva Settlement Agreement.

c) Claims Priority and Limitation.

- i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.
- ii. Final Awards of Costs that do not exceed seventy-five thousand dollars (\$75,000.00) will be paid next in priority after the Special Master's approved invoices.
- iii. Final Awards of Costs in excess of seventy-five thousand dollars (\$75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.
- iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.
- v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.
- vi. In no event shall more than \$28 million of the total CA Subdivision Funds paid pursuant to the Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, CVS Settlement Agreement, Janssen Settlement Agreement, Walgreens Settlement Agreement, and the Walmart Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

- i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for 4 its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a



final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund. Any Plaintiff Subdivision that has submitted for reimbursement to any national fund and has not received a final determination by the First Claims Date may request that the settlement administrator withhold some or all of its payment from the CA Subdivision Fund in order to avoid repayment.

- ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.



APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Teva Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys’ Fees, Costs, and Expenses) of the Teva Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Teva Settlement Agreement and CA Teva Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Teva Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Teva Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Teva Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of “State Back-Stop Agreement” in Exhibit R of the Teva Settlement Agreement requires such agreements to be between “a Settling State” and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]

[SUBDIVISION SIGNATURE BLOCK]

[DATE]

[COUNSEL SIGNATURE BLOCK]

[DATE]

[ATTORNEY GENERAL SIGNATURE BLOCK]



**Proposed California State-Subdivision Agreement
Regarding Distribution and Use of
Settlement Funds – Walgreens Settlement**

1. Introduction

Pursuant to the Walgreens Settlement Agreement, dated as of December 9, 2022, and any revision thereto (the “Walgreens Settlement Agreement”), including Section V and Exhibit O, the State of California proposes this agreement (the “CA Walgreens Allocation Agreement”) to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the Walgreens Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Section IX of the Walgreens Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Walgreens Settlement Agreement, acceptance of this CA Walgreens Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

- a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Walgreens Settlement Agreement.
- b) *Allergan Settlement Agreement* means the Allergan Settlement Agreement dated November 22, 2022, and any revision thereto.
- c) *CVS Settlement Agreement* means the CVS Settlement Agreement dated December 9, 2022, and any revision thereto as well as any modification thereto entered into by the State of California and CVS.
- d) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.
- e) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.
- f) *Teva Settlement Agreement* means the Teva Settlement Agreement dated November 22, 2022, and any revision thereto.
- g) *Walmart Settlement Agreement* means the Walmart Settlement Agreement dated November 14, 2022, and any revision thereto.
- h) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, San Leandro Unified School District,



Pleasant Valley School District Board, and LA Care Health Plan.

- i) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.
- j) *Opioid Defendant* means any defendant (including but not limited to Walgreen Co., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Walgreens Settlement Agreement, as well as applicable law, and the Walgreens Settlement Agreement governs over any inconsistent provision of this CA Walgreens Allocation Agreement. Terms used in this CA Walgreens Allocation Agreement have the same meaning as in the Walgreens Settlement Agreement unless otherwise defined herein.

Pursuant to Section V(D)(1) of the Walgreens Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section V(B)(2) of the Walgreens Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,¹ pursuant to the Walgreens Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Walgreens Allocation Agreement, and 15% of that total shall be allocated to the State of California (the “State of California Allocation”), 70% to the California Abatement Accounts Fund (“CA Abatement Accounts Fund”), and 15% to the California Subdivision Fund (“CA Subdivision Fund”).

¹ For purposes of clarity, use of the term “California” refers to the geographic territory of California and the state and its local governments therein. The term “State” or “State of California” refers to the State of California as a governmental unit.



A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

- a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the “Local Allocation”). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.
- b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Walgreens Settlement Agreement.
- c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county’s share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).
- d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Walgreens Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.



- e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.
- f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Walgreens Settlement Agreement and this CA Walgreens Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

- a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Walgreens Settlement Agreement.
- b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:
 - (1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;
 - (2) creating new or expanded Substance Use Disorder (“SUD”) treatment infrastructure;
 - (3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;
 - (4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or
 - (5) interventions to prevent drug addiction in vulnerable youth.
- c) The California Department of Health Care Services (“DHCS”) may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.
- d) For the avoidance of doubt, and subject to the requirements of the Walgreens Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or



ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Walgreens Settlement Agreement and this CA Walgreens Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

- a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Walgreens Settlement Agreement and this CA Walgreens Allocation Agreement.
- b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Walgreens Settlement Agreement or this CA Walgreens Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.
- c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.
- d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Walgreens Settlement Agreement or this CA Walgreens Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.
- e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.



C. CA Subdivision Fund

- i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Walgreens Settlement Agreement and this CA Walgreens Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

- a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;
- b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.
- c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Walgreens Settlement Agreement, and, if applicable, the Teva Settlement Agreement, Allergan Settlement Agreement, CVS Settlement Agreement, Distributor Settlement Agreement, Janssen Settlement Agreement, and Walmart Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(Y), of the Walgreens Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Walgreens Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Walgreens Settlement Agreement. Further,



private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

- a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.
- b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Walgreens Settlement Agreement and this CA Walgreens Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.
- c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.
- d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Walgreens Settlement Agreement and this CA Walgreens Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section V(B)(2) of the Walgreens Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Walgreens.



- e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

- a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Walgreens Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.
- b) Except as provided in the Walgreens Settlement Agreement, this CA Walgreens Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.
- c) Except as provided in the CA Walgreens Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.
- d) Except as provided in the Walgreens Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.



The undersigned, Mendota city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Walgreens Settlement is a requirement to be an Initial Participating Subdivision in the Walgreens Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Walgreens Settlement. EXECUTED on _____.

Signature: _____

Name: _____

Title: _____

Date: _____



APPENDIX 1

DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Walgreens Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled “Abatement Percentage,” pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled “Abatement Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled “Weighted Allocation Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.



APPENDIX 1

			100.000%	100.000%	100.000%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<i>Alameda County</i>	Alameda	2.332%	2.853%	2.4237952%
City	Alameda	Alameda	0.069%		0.0570162%
City	Albany	Alameda	0.013%		0.0107768%
City	Berkeley	Alameda	0.152%		0.1249656%
City	Dublin	Alameda	0.033%	0.040%	0.0338810%
City	Emeryville	Alameda	0.023%		0.0185765%
City	Fremont	Alameda	0.108%		0.0888576%
City	Hayward	Alameda	0.117%		0.0966218%
City	Livermore	Alameda	0.054%		0.0446740%
City	Newark	Alameda	0.026%		0.0217626%
City	Oakland	Alameda	0.486%	0.595%	0.5055601%
City	Piedmont	Alameda	0.014%		0.0114064%
City	Pleasanton	Alameda	0.067%		0.0554547%
City	San Leandro	Alameda	0.039%		0.0321267%
City	Union City	Alameda	0.043%		0.0352484%
County	<i>Amador County</i>	Amador	0.226%	0.277%	0.2349885%
County	<i>Butte County</i>	Butte	1.615%	1.975%	1.6783178%
City	Chico	Butte	0.216%	0.264%	0.2246499%
City	Oroville	Butte	0.079%		0.0646595%
County	<i>Calaveras County</i>	Calaveras	0.226%	0.277%	0.2351644%
County	<i>Colusa County</i>	Colusa	0.059%		0.0489221%
County	<i>Contra Costa County</i>	Contra Costa	2.102%	2.571%	2.1844585%
City	Antioch	Contra Costa	0.037%		0.0301879%
City	Brentwood	Contra Costa	0.026%		0.0215339%
City	Clayton	Contra Costa	0.002%		0.0018060%
City	Concord	Contra Costa	0.055%		0.0456676%
City	Danville	Contra Costa	0.010%		0.0082255%
City	El Cerrito	Contra Costa	0.023%		0.0189024%
City	Hercules	Contra Costa	0.010%		0.0078273%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Lafayette	Contra Costa	0.006%		0.0046030%
City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<i>Del Norte County</i>	Del Norte	0.114%	0.140%	0.1189608%
County	<i>El Dorado County</i>	El Dorado	0.768%	0.939%	0.7980034%
City	Placerville	El Dorado	0.015%		0.0127642%
City	South Lake Tahoe	El Dorado	0.081%		0.0665456%
County	<i>Fresno County</i>	Fresno	1.895%	2.318%	1.9693410%
City	Clovis	Fresno	0.065%		0.0536211%
City	Coalinga	Fresno	0.012%		0.0098554%
City	Fresno	Fresno	0.397%		0.3270605%
City	Kerman	Fresno	0.005%		0.0042534%
City	Kingsburg	Fresno	0.008%		0.0066167%
City	Mendota	Fresno	0.002%		0.0019387%
City	Orange Cove	Fresno	0.004%		0.0035607%
City	Parlier	Fresno	0.008%		0.0069755%
City	Reedley	Fresno	0.012%		0.0098804%
City	Sanger	Fresno	0.018%		0.0146135%
City	Selma	Fresno	0.015%		0.0127537%
County	<i>Glenn County</i>	Glenn	0.107%	0.131%	0.1116978%
County	<i>Humboldt County</i>	Humboldt	1.030%	1.260%	1.0703185%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Arcata	Humboldt	0.054%		0.0447660%
City	Eureka	Humboldt	0.117%	0.143%	0.1216284%
City	Fortuna	Humboldt	0.032%		0.0266837%
County	<i>Imperial County</i>	Imperial	0.258%	0.315%	0.2679006%
City	Brawley	Imperial	0.011%		0.0087986%
City	Calexico	Imperial	0.019%		0.0152799%
City	El Centro	Imperial	0.158%		0.1302522%
City	Imperial	Imperial	0.006%		0.0048791%
County	<i>Inyo County</i>	Inyo	0.073%	0.089%	0.0754413%
County	<i>Kern County</i>	Kern	2.517%	3.079%	2.6159145%
City	Arvin	Kern	0.006%		0.0046425%
City	Bakersfield	Kern	0.212%		0.1747198%
City	California City	Kern	0.009%		0.0070820%
City	Delano	Kern	0.030%		0.0249316%
City	McFarland	Kern	0.003%		0.0025644%
City	Ridgecrest	Kern	0.015%		0.0120938%
City	Shafter	Kern	0.013%		0.0103417%
City	Tehachapi	Kern	0.009%		0.0073580%
City	Wasco	Kern	0.008%		0.0069861%
County	<i>Kings County</i>	Kings	0.293%		0.2413469%
City	Avenal	Kings	0.007%		0.0056335%
City	Corcoran	Kings	0.013%		0.0107032%
City	Hanford	Kings	0.027%		0.0226038%
City	Lemoore	Kings	0.016%		0.0131900%
County	<i>Lake County</i>	Lake	0.795%		0.6545389%
City	Clearlake	Lake	0.041%	0.050%	0.0426253%
City	Lakeport	Lake	0.021%	0.026%	0.0222964%
County	<i>Lassen County</i>	Lassen	0.319%	0.391%	0.3320610%
City	Susanville	Lassen	0.027%		0.0219295%
County	<i>Los Angeles County</i>	Los Angeles	13.896%	16.999%	14.4437559%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Agoura Hills	Los Angeles	0.005%		0.0040024%
City	Alhambra	Los Angeles	0.042%		0.0343309%
City	Arcadia	Los Angeles	0.033%		0.0267718%
City	Artesia	Los Angeles	0.001%		0.0005100%
City	Azusa	Los Angeles	0.026%		0.0210857%
City	Baldwin Park	Los Angeles	0.027%		0.0218520%
City	Bell	Los Angeles	0.008%		0.0068783%
City	Bellflower	Los Angeles	0.002%		0.0014485%
City	Bell Gardens	Los Angeles	0.014%		0.0114301%
City	Beverly Hills	Los Angeles	0.065%		0.0534897%
City	Burbank	Los Angeles	0.100%		0.0823132%
City	Calabasas	Los Angeles	0.006%		0.0048948%
City	Carson	Los Angeles	0.019%		0.0159805%
City	Cerritos	Los Angeles	0.005%		0.0039682%
City	Claremont	Los Angeles	0.010%		0.0082584%
City	Commerce	Los Angeles	0.000%		0.0002971%
City	Compton	Los Angeles	0.044%		0.0361882%
City	Covina	Los Angeles	0.028%		0.0229127%
City	Cudahy	Los Angeles	0.001%		0.0006020%
City	Culver City	Los Angeles	0.055%		0.0449894%
City	Diamond Bar	Los Angeles	0.001%		0.0006993%
City	Downey	Los Angeles	0.052%		0.0429994%
City	Duarte	Los Angeles	0.003%		0.0027261%
City	El Monte	Los Angeles	0.031%	0.038%	0.0318985%
City	El Segundo	Los Angeles	0.033%		0.0268020%
City	Gardena	Los Angeles	0.034%		0.0278088%
City	Glendale	Los Angeles	0.166%		0.1366586%
City	Glendora	Los Angeles	0.016%		0.0134411%
City	Hawaiian Gardens	Los Angeles	0.005%		0.0040549%
City	Hawthorne	Los Angeles	0.050%		0.0407833%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Hermosa Beach	Los Angeles	0.018%		0.0145307%
City	Huntington Park	Los Angeles	0.023%		0.0190667%
City	Inglewood	Los Angeles	0.059%		0.0489195%
City	La Cañada Flintridge	Los Angeles	0.003%		0.0025565%
City	Lakewood	Los Angeles	0.005%		0.0039971%
City	La Mirada	Los Angeles	0.010%		0.0081572%
City	Lancaster	Los Angeles	0.045%		0.0369689%
City	La Puente	Los Angeles	0.002%		0.0012999%
City	La Verne	Los Angeles	0.024%		0.0194190%
City	Lawndale	Los Angeles	0.002%		0.0017731%
City	Lomita	Los Angeles	0.004%		0.0031940%
City	Long Beach	Los Angeles	0.439%		0.3614151%
City	Los Angeles	Los Angeles	2.715%	3.321%	2.8218811%
City	Lynwood	Los Angeles	0.016%		0.0134345%
City	Malibu	Los Angeles	0.002%		0.0019269%
City	Manhattan Beach	Los Angeles	0.032%		0.0260686%
City	Maywood	Los Angeles	0.004%		0.0035528%
City	Monrovia	Los Angeles	0.031%		0.0254455%
City	Montebello	Los Angeles	0.030%		0.0250670%
City	Monterey Park	Los Angeles	0.031%		0.0256677%
City	Norwalk	Los Angeles	0.031%		0.0258228%
City	Palmdale	Los Angeles	0.046%		0.0375827%
City	Palos Verdes Estates	Los Angeles	0.006%		0.0053102%
City	Paramount	Los Angeles	0.011%		0.0091483%
City	Pasadena	Los Angeles	0.146%		0.1200524%
City	Pico Rivera	Los Angeles	0.022%		0.0183333%
City	Pomona	Los Angeles	0.111%		0.0911933%
City	Rancho Palos Verdes	Los Angeles	0.002%		0.0012645%
City	Redondo Beach	Los Angeles	0.062%		0.0506992%
City	Rosemead	Los Angeles	0.003%		0.0028260%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	San Dimas	Los Angeles	0.003%		0.0022016%
City	San Fernando	Los Angeles	0.013%		0.0104837%
City	San Gabriel	Los Angeles	0.018%		0.0147726%
City	San Marino	Los Angeles	0.009%		0.0073791%
City	Santa Clarita	Los Angeles	0.022%		0.0178167%
City	Santa Fe Springs	Los Angeles	0.031%		0.0257531%
City	Santa Monica	Los Angeles	0.158%		0.1298513%
City	Sierra Madre	Los Angeles	0.006%		0.0048646%
City	Signal Hill	Los Angeles	0.010%		0.0084884%
City	South El Monte	Los Angeles	0.005%		0.0039603%
City	South Gate	Los Angeles	0.020%		0.0166272%
City	South Pasadena	Los Angeles	0.012%		0.0095334%
City	Temple City	Los Angeles	0.005%		0.0039498%
City	Torrance	Los Angeles	0.112%		0.0919820%
City	Walnut	Los Angeles	0.006%		0.0047305%
City	West Covina	Los Angeles	0.049%		0.0404521%
City	West Hollywood	Los Angeles	0.013%		0.0108517%
City	Whittier	Los Angeles	0.032%		0.0260581%
County	<i>Madera County</i>	Madera	0.349%	0.427%	0.3630669%
City	Chowchilla	Madera	0.012%		0.0097332%
City	Madera	Madera	0.039%		0.0318441%
County	<i>Marin County</i>	Marin	0.564%	0.690%	0.5861325%
City	Larkspur	Marin	0.015%		0.0124697%
City	Mill Valley	Marin	0.020%		0.0168401%
City	Novato	Marin	0.028%		0.0229824%
City	San Anselmo	Marin	0.009%		0.0078062%
City	San Rafael	Marin	0.089%		0.0729823%
County	<i>Mariposa County</i>	Mariposa	0.084%	0.103%	0.0876131%
County	<i>Mendocino County</i>	Mendocino	0.439%	0.536%	0.4558394%
City	Ukiah	Mendocino	0.039%		0.0317153%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<i>Merced County</i>	Merced	0.551%	0.674%	0.5724262%
City	Atwater	Merced	0.024%		0.0195846%
City	Livingston	Merced	0.006%		0.0045873%
City	Los Banos	Merced	0.020%		0.0165142%
City	Merced	Merced	0.061%		0.0500762%
County	<i>Modoc County</i>	Modoc	0.065%	0.080%	0.0678250%
County	<i>Mono County</i>	Mono	0.023%	0.029%	0.0242606%
County	<i>Monterey County</i>	Monterey	0.908%	1.111%	0.9437083%
City	Greenfield	Monterey	0.006%		0.0050552%
City	King City	Monterey	0.005%		0.0037355%
City	Marina	Monterey	0.017%		0.0144098%
City	Monterey	Monterey	0.041%		0.0336540%
City	Pacific Grove	Monterey	0.009%		0.0074842%
City	Salinas	Monterey	0.094%		0.0776576%
City	Seaside	Monterey	0.023%		0.0191772%
City	Soledad	Monterey	0.007%		0.0060870%
County	<i>Napa County</i>	Napa	0.288%	0.352%	0.2994325%
City	American Canyon	Napa	0.017%		0.0136869%
City	Napa	Napa	0.078%		0.0642783%
County	<i>Nevada County</i>	Nevada	0.441%	0.539%	0.4579827%
City	Grass Valley	Nevada	0.024%		0.0197805%
City	Truckee	Nevada	0.003%		0.0023843%
County	<i>Orange County</i>	Orange	4.364%	5.339%	4.5363576%
City	Aliso Viejo	Orange	0.014%		0.0113841%
City	Anaheim	Orange	0.554%	0.678%	0.5759282%
City	Brea	Orange	0.086%		0.0708897%
City	Buena Park	Orange	0.087%		0.0714352%
City	Costa Mesa	Orange	0.124%	0.152%	0.1288366%
City	Cypress	Orange	0.033%		0.0271937%
City	Dana Point	Orange	0.001%		0.0005560%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%
City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%
City	Yorba Linda	Orange	0.044%		0.0362223%
County	Placer County	Placer	1.045%	1.278%	1.0861002%
City	Auburn	Placer	0.017%		0.0141114%
City	Lincoln	Placer	0.031%		0.0255599%
City	Rocklin	Placer	0.076%		0.0625485%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Roseville	Placer	0.196%		0.1616559%
County	Plumas County	Plumas	0.205%	0.251%	0.2128729%
County	Riverside County	Riverside	4.534%	5.547%	4.7128296%
City	Banning	Riverside	0.017%		0.0143848%
City	Beaumont	Riverside	0.021%		0.0171135%
City	Blythe	Riverside	0.012%		0.0096714%
City	Canyon Lake	Riverside	0.000%		0.0001761%
City	Cathedral City	Riverside	0.067%		0.0553614%
City	Coachella	Riverside	0.021%		0.0173054%
City	Corona	Riverside	0.147%		0.1207083%
City	Desert Hot Springs	Riverside	0.024%		0.0200433%
City	Eastvale	Riverside	0.000%		0.0002747%
City	Hemet	Riverside	0.051%		0.0421792%
City	Indio	Riverside	0.056%		0.0457794%
City	Jurupa Valley	Riverside	0.001%		0.0008991%
City	Lake Elsinore	Riverside	0.021%		0.0172949%
City	La Quinta	Riverside	0.063%		0.0516732%
City	Menifee	Riverside	0.032%		0.0260909%
City	Moreno Valley	Riverside	0.137%		0.1130348%
City	Murrieta	Riverside	0.048%	0.059%	0.0497423%
City	Norco	Riverside	0.016%		0.0134542%
City	Palm Desert	Riverside	0.083%		0.0682465%
City	Palm Springs	Riverside	0.076%		0.0629862%
City	Perris	Riverside	0.009%		0.0076774%
City	Rancho Mirage	Riverside	0.052%		0.0431098%
City	Riverside	Riverside	0.268%		0.2206279%
City	San Jacinto	Riverside	0.010%		0.0085936%
City	Temecula	Riverside	0.022%		0.0180086%
City	Wildomar	Riverside	0.008%		0.0062500%
County	Sacramento County	Sacramento	3.797%	4.645%	3.9465887%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Citrus Heights	Sacramento	0.057%		0.0465312%
City	Elk Grove	Sacramento	0.130%		0.1066994%
City	Folsom	Sacramento	0.108%		0.0890850%
City	Galt	Sacramento	0.017%		0.0143704%
City	Rancho Cordova	Sacramento	0.008%		0.0067679%
City	Sacramento	Sacramento	0.721%	0.882%	0.7496530%
County	<i>San Benito County</i>	San Benito	0.106%	0.130%	0.1101417%
City	Hollister	San Benito	0.027%		0.0225355%
County	<i>San Bernardino County</i>	San Bernardino	3.259%	3.987%	3.3878124%
City	Adelanto	San Bernardino	0.008%		0.0066640%
City	Apple Valley	San Bernardino	0.025%		0.0207360%
City	Barstow	San Bernardino	0.015%		0.0122056%
City	Chino	San Bernardino	0.064%		0.0525893%
City	Chino Hills	San Bernardino	0.001%		0.0006388%
City	Colton	San Bernardino	0.031%		0.0253443%
City	Fontana	San Bernardino	0.112%		0.0920543%
City	Grand Terrace	San Bernardino	0.006%		0.0051051%
City	Hesperia	San Bernardino	0.035%		0.0291522%
City	Highland	San Bernardino	0.004%		0.0029061%
City	Loma Linda	San Bernardino	0.009%		0.0071188%
City	Montclair	San Bernardino	0.039%		0.0322108%
City	Ontario	San Bernardino	0.179%		0.1472934%
City	Rancho Cucamonga	San Bernardino	0.084%		0.0689431%
City	Redlands	San Bernardino	0.057%		0.0469150%
City	Rialto	San Bernardino	0.073%		0.0603206%
City	San Bernardino	San Bernardino	0.178%		0.1461880%
City	Twentynine Palms	San Bernardino	0.002%		0.0012605%
City	Upland	San Bernardino	0.052%		0.0424460%
City	Victorville	San Bernardino	0.033%		0.0269400%
City	Yucaipa	San Bernardino	0.016%		0.0128772%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Yucca Valley	San Bernardino	0.003%		0.0021228%
County	<i>San Diego County</i>	San Diego	5.706%	6.980%	5.9309748%
City	Carlsbad	San Diego	0.128%		0.1050485%
City	Chula Vista	San Diego	0.189%	0.231%	0.1961456%
City	Coronado	San Diego	0.044%		0.0359095%
City	El Cajon	San Diego	0.113%		0.0933582%
City	Encinitas	San Diego	0.061%	0.074%	0.0630289%
City	Escondido	San Diego	0.145%		0.1192204%
City	Imperial Beach	San Diego	0.014%		0.0118283%
City	La Mesa	San Diego	0.055%	0.068%	0.0575593%
City	Lemon Grove	San Diego	0.022%		0.0183911%
City	National City	San Diego	0.080%		0.0656808%
City	Oceanside	San Diego	0.213%		0.1753428%
City	Poway	San Diego	0.062%		0.0511040%
City	San Diego	San Diego	1.975%	2.416%	2.0531169%
City	San Marcos	San Diego	0.089%		0.0733897%
City	Santee	San Diego	0.033%		0.0268401%
City	Solana Beach	San Diego	0.017%		0.0138564%
City	Vista	San Diego	0.052%		0.0425144%
Consolidated	<i>San Francisco</i>	San Francisco	3.026%	3.702%	3.1457169%
County	<i>San Joaquin County</i>	San Joaquin	1.680%	2.055%	1.7460399%
City	Lathrop	San Joaquin	0.009%		0.0075394%
City	Lodi	San Joaquin	0.053%		0.0439484%
City	Manteca	San Joaquin	0.054%		0.0443454%
City	Ripon	San Joaquin	0.013%		0.0104219%
City	Stockton	San Joaquin	0.313%	0.383%	0.3256176%
City	Tracy	San Joaquin	0.084%		0.0692047%
County	<i>San Luis Obispo County</i>	San Luis Obispo	0.816%	0.999%	0.8484126%
City	Arroyo Grande	San Luis Obispo	0.024%		0.0199053%
City	Atascadero	San Luis Obispo	0.029%		0.0240680%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		0.0353456%
City	Grover Beach	San Luis Obispo	0.017%		0.0137881%
City	Morro Bay	San Luis Obispo	0.020%		0.0160922%
City	San Luis Obispo	San Luis Obispo	0.077%		0.0637841%
County	<i>San Mateo County</i>	San Mateo	1.074%	1.313%	1.1159599%
City	Belmont	San Mateo	0.021%		0.0169860%
City	Burlingame	San Mateo	0.019%		0.0152537%
City	Daly City	San Mateo	0.044%		0.0363880%
City	East Palo Alto	San Mateo	0.013%		0.0103982%
City	Foster City	San Mateo	0.020%		0.0166101%
City	Half Moon Bay	San Mateo	0.004%		0.0031638%
City	Hillsborough	San Mateo	0.013%		0.0110029%
City	Menlo Park	San Mateo	0.015%		0.0126209%
City	Millbrae	San Mateo	0.013%		0.0105836%
City	Pacifica	San Mateo	0.016%		0.0130625%
City	Redwood City	San Mateo	0.056%		0.0463511%
City	San Bruno	San Mateo	0.021%		0.0172161%
City	San Carlos	San Mateo	0.013%		0.0108885%
City	San Mateo	San Mateo	0.052%		0.0425841%
City	South San Francisco	San Mateo	0.043%		0.0353943%
County	<i>Santa Barbara County</i>	Santa Barbara	1.132%	1.385%	1.1768968%
City	Carpinteria	Santa Barbara	0.001%		0.0008938%
City	Goleta	Santa Barbara	0.004%		0.0028969%
City	Lompoc	Santa Barbara	0.047%		0.0389379%
City	Santa Barbara	Santa Barbara	0.122%		0.1004559%
City	Santa Maria	Santa Barbara	0.058%		0.0479179%
County	<i>Santa Clara County</i>	Santa Clara	2.404%	2.941%	2.4987553%
City	Campbell	Santa Clara	0.014%		0.0112566%
City	Cupertino	Santa Clara	0.008%		0.0066824%
City	Gilroy	Santa Clara	0.025%		0.0202891%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Los Altos	Santa Clara	0.013%		0.0103338%
City	Los Gatos	Santa Clara	0.013%		0.0103220%
City	Milpitas	Santa Clara	0.036%		0.0298120%
City	Morgan Hill	Santa Clara	0.015%		0.0124619%
City	Mountain View	Santa Clara	0.041%		0.0334608%
City	Palo Alto	Santa Clara	0.039%		0.0323080%
City	San Jose	Santa Clara	0.294%	0.360%	0.3054960%
City	Santa Clara	Santa Clara	0.067%		0.0549723%
City	Saratoga	Santa Clara	0.004%		0.0034161%
City	Sunnyvale	Santa Clara	0.053%		0.0434069%
County	<i>Santa Cruz County</i>	Santa Cruz	0.783%	0.957%	0.8135396%
City	Capitola	Santa Cruz	0.020%		0.0168191%
City	Santa Cruz	Santa Cruz	0.143%		0.1180348%
City	Scotts Valley	Santa Cruz	0.015%		0.0126525%
City	Watsonville	Santa Cruz	0.063%		0.0520136%
County	<i>Shasta County</i>	Shasta	1.095%	1.339%	1.1380191%
City	Anderson	Shasta	0.024%		0.0198896%
City	Redding	Shasta	0.284%		0.2334841%
City	Shasta Lake	Shasta	0.004%		0.0031993%
County	<i>Siskiyou County</i>	Siskiyou	0.228%	0.279%	0.2373393%
County	<i>Solano County</i>	Solano	0.760%		0.6260795%
City	Benicia	Solano	0.031%		0.0253903%
City	Dixon	Solano	0.016%		0.0130849%
City	Fairfield	Solano	0.109%		0.0897317%
City	Suisun City	Solano	0.021%		0.0176183%
City	Vacaville	Solano	0.119%		0.0976497%
City	Vallejo	Solano	0.167%		0.1373644%
County	<i>Sonoma County</i>	Sonoma	1.218%	1.490%	1.2661290%
City	Healdsburg	Sonoma	0.032%		0.0266929%
City	Petaluma	Sonoma	0.081%		0.0667507%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Rohnert Park	Sonoma	0.041%		0.0340759%
City	Santa Rosa	Sonoma	0.184%		0.1519070%
City	Sonoma	Sonoma	0.022%		0.0183438%
City	Windsor	Sonoma	0.016%		0.0129298%
County	<i>Stanislaus County</i>	Stanislaus	1.722%		1.4182273%
City	Ceres	Stanislaus	0.041%		0.0340260%
City	Modesto	Stanislaus	0.217%		0.1788759%
City	Newman	Stanislaus	0.006%		0.0046964%
City	Oakdale	Stanislaus	0.018%		0.0145531%
City	Patterson	Stanislaus	0.015%		0.0126590%
City	Riverbank	Stanislaus	0.010%		0.0085699%
City	Turlock	Stanislaus	0.065%		0.0531966%
County	<i>Sutter County</i>	Sutter	0.306%	0.374%	0.3179548%
City	Yuba City	Sutter	0.074%		0.0606242%
County	<i>Tehama County</i>	Tehama	0.213%	0.261%	0.2216654%
City	Red Bluff	Tehama	0.014%		0.0117771%
County	<i>Trinity County</i>	Trinity	0.082%	0.101%	0.0855476%
County	<i>Tulare County</i>	Tulare	0.809%	0.990%	0.8410949%
City	Dinuba	Tulare	0.014%		0.0116929%
City	Exeter	Tulare	0.004%		0.0032479%
City	Farmersville	Tulare	0.003%		0.0027879%
City	Lindsay	Tulare	0.007%		0.0057111%
City	Porterville	Tulare	0.021%		0.0171845%
City	Tulare	Tulare	0.037%		0.0302273%
City	Visalia	Tulare	0.066%		0.0545872%
County	<i>Tuolumne County</i>	Tuolumne	0.486%	0.594%	0.5047621%
County	<i>Ventura County</i>	Ventura	2.192%	2.681%	2.2781201%
City	Camarillo	Ventura	0.002%		0.0012815%
City	Fillmore	Ventura	0.002%		0.0020294%
City	Moorpark	Ventura	0.008%		0.0067337%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Oxnard	Ventura	0.156%	0.190%	0.1617338%
City	Port Hueneme	Ventura	0.021%		0.0174145%
City	San Buenaventura (Ventura)	Ventura	0.085%		0.0702181%
City	Santa Paula	Ventura	0.014%		0.0119072%
City	Simi Valley	Ventura	0.065%		0.0533043%
City	Thousand Oaks	Ventura	0.022%		0.0179902%
County	<i>Yolo County</i>	Yolo	0.357%	0.437%	0.3713319%
City	Davis	Yolo	0.055%		0.0451747%
City	West Sacramento	Yolo	0.066%		0.0544321%
City	Woodland	Yolo	0.058%		0.0477904%
County	<i>Yuba County</i>	Yuba	0.214%	0.262%	0.2225679%
City	Marysville	Yuba	0.014%		0.0112079%



APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

- a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were not previously reimbursed and which were paid or incurred (i) prior to December 31, 2022 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting any CA Allocation Agreement(s) concerning a settlement with any Opioid Defendant(s). *Costs* does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.
- b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section IX and Exhibit R of the Walgreens Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the Distributor Settlement Agreement, Section XI and Exhibit R of the Janssen Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, or Section IX and Exhibit R of the Walmart Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.
- c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.
- d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

- a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating National Opioid Settlements with various manufacturers, distributors, and chain pharmacies.
- b) Claims Procedure.
 - i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section IX and Exhibit R of the Walgreens



Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walmart Settlement Agreement, Section X or Exhibit R of the Distributor Settlement Agreement, or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

- ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of “hard” costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.
- iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.
- iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.
- v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for



reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.

- vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section V(B)(2) of the Walgreens Settlement Agreement.
- vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Walgreens a report of the fees and expenses incurred by the Special Master pursuant to Section V(B)(2) of the Walgreens Settlement Agreement.

c) Claims Priority and Limitation.

- i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.
- ii. Final Awards of Costs that do not exceed seventy-five thousand dollars (\$75,000.00) will be paid next in priority after the Special Master's approved invoices.
- iii. Final Awards of Costs in excess of seventy-five thousand dollars (\$75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.
- iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.
- v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.
- vi. In no event shall more than \$28 million of the total CA Subdivision Funds paid pursuant to the Walgreens Settlement Agreement, Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, CVS Settlement Agreement, Janssen Settlement Agreement, and the Walmart Settlement Agreement be used to pay Costs.



d) Collateral Source Payments and Third-Party Settlement.

- i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund. Any Plaintiff Subdivision that has submitted for reimbursement to any national fund and has not received a final determination by the First Claims Date may request that the settlement administrator withhold some or all of its payment from the CA Subdivision Fund in order to avoid repayment.

- ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.



APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Walgreens Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Walgreens Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Walgreens Settlement Agreement and CA Walgreens Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Walgreens Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Walgreens Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Walgreens Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Walgreens Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]

[SUBDIVISION SIGNATURE BLOCK]

[DATE]

[COUNSEL SIGNATURE BLOCK]

[DATE]

[ATTORNEY GENERAL SIGNATURE BLOCK]



**Proposed California State-Subdivision Agreement
Regarding Distribution and Use of
Settlement Funds – Walmart Settlement**

1. Introduction

Pursuant to the Walmart Settlement Agreement, dated as of November 14, 2022, and any revision thereto (the “Walmart Settlement Agreement”), including Section V and Exhibit O, the State of California proposes this agreement (the “CA Walmart Allocation Agreement”) to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the Walmart Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections VIII or IX of the Walmart Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Walmart Settlement Agreement, acceptance of this CA Walmart Allocation Agreement is a requirement to be a Participating Subdivision.

2. Definitions

- a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Walmart Settlement Agreement.
- b) *Allergan Settlement Agreement* means the Allergan Settlement Agreement dated November 22, 2022, and any revision thereto.
- c) *CVS Settlement Agreement* means the CVS Settlement Agreement dated December 9, 2022, and any revision thereto as well as any modification thereto entered into by the State of California and CVS.
- d) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.
- e) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.
- f) *Teva Settlement Agreement* means the Teva Settlement Agreement dated November 22, 2022, and any revision thereto.
- g) *Walgreens Settlement Agreement* means the Walgreens Settlement Agreement dated December 9, 2022, and any revision thereto.
- h) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, San Leandro Unified School District, Pleasant Valley School District Board, and LA Care Health Plan.



- i) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.
- j) *Opioid Defendant* means any defendant (including but not limited to Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walgreen Co., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Walmart Settlement Agreement, as well as applicable law, and the Walmart Settlement Agreement governs over any inconsistent provision of this CA Walmart Allocation Agreement. Terms used in this CA Walmart Allocation Agreement have the same meaning as in the Walmart Settlement Agreement unless otherwise defined herein.

Pursuant to Section V(D)(1) of the Walmart Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section V(B)(2) of the Walmart Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,¹ pursuant to the Walmart Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Walmart Allocation Agreement, and 15% of that total shall be allocated to the State of California (the “State of California Allocation”), 70% to the California Abatement Accounts Fund (“CA Abatement Accounts Fund”), and 15% to the California Subdivision Fund (“CA Subdivision Fund”).

¹ For purposes of clarity, use of the term “California” refers to the geographic territory of California and the state and its local governments therein. The term “State” or “State of California” refers to the State of California as a governmental unit.



A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

- a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the “Local Allocation”). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.
- b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Walmart Settlement Agreement.
- c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county’s share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).
- d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Walmart Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.



- e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.
- f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Walmart Settlement Agreement and this CA Walmart Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

- a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Walmart Settlement Agreement.
- b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:
 - (1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;
 - (2) creating new or expanded Substance Use Disorder (“SUD”) treatment infrastructure;
 - (3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;
 - (4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or
 - (5) interventions to prevent drug addiction in vulnerable youth.
- c) The California Department of Health Care Services (“DHCS”) may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.
- d) For the avoidance of doubt, and subject to the requirements of the Walmart Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement



Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Walmart Settlement Agreement and this CA Walmart Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

- a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Walmart Settlement Agreement and this CA Walmart Allocation Agreement.
- b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Walmart Settlement Agreement or this CA Walmart Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.
- c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.
- d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Walmart Settlement Agreement or this CA Walmart Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.
- e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.



C. CA Subdivision Fund

- i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Participating Subdivisions. The funds will be used, subject to any limits imposed by the Walmart Settlement Agreement and this CA Walmart Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

- a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master’s reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;
- b) Second, funds will be allocated to Plaintiff Subdivisions that are Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.
- c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) (“MDL Fees Order”) in the National Prescription Opiate Litigation (MDL No. 2804) “cap[ping] all applicable contingent fee agreements at 15%.” Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Walmart Settlement Agreement, and, if applicable, the Allergan Settlement Agreement, CVS Settlement Agreement, Distributor Settlement Agreement, Janssen Settlement Agreement, Teva Settlement Agreement, and Walgreens Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel (“State Back-Stop Agreement”), pursuant to Exhibit R, section I(W), of the Walmart Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Walmart Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private



counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Walmart Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

- a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.
- b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Walmart Settlement Agreement and this CA Walmart Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.
- c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.
- d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Walmart Settlement Agreement and this CA Walmart Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section V(B)(2) of the Walmart Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Walmart.



- e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

- a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Walmart Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.
- b) Except as provided in the Walmart Settlement Agreement, this CA Walmart Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.
- c) Except as provided in the CA Walmart Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.
- d) Except as provided in the Walmart Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.



The undersigned, Mendota city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Walmart Settlement is a requirement to be an Initial Participating Subdivision in the Walmart Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Walmart Settlement. EXECUTED on .

Signature: _____

Name: _____

Title: _____

Date: _____



APPENDIX 1

DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Walmart Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled “Abatement Percentage,” pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled “Abatement Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled “Weighted Allocation Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.



APPENDIX 1

			100.000%	100.000%	100.000%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<i>Alameda County</i>	Alameda	2.332%	2.853%	2.4237952%
City	Alameda	Alameda	0.069%		0.0570162%
City	Albany	Alameda	0.013%		0.0107768%
City	Berkeley	Alameda	0.152%		0.1249656%
City	Dublin	Alameda	0.033%	0.040%	0.0338810%
City	Emeryville	Alameda	0.023%		0.0185765%
City	Fremont	Alameda	0.108%		0.0888576%
City	Hayward	Alameda	0.117%		0.0966218%
City	Livermore	Alameda	0.054%		0.0446740%
City	Newark	Alameda	0.026%		0.0217626%
City	Oakland	Alameda	0.486%	0.595%	0.5055601%
City	Piedmont	Alameda	0.014%		0.0114064%
City	Pleasanton	Alameda	0.067%		0.0554547%
City	San Leandro	Alameda	0.039%		0.0321267%
City	Union City	Alameda	0.043%		0.0352484%
County	<i>Amador County</i>	Amador	0.226%	0.277%	0.2349885%
County	<i>Butte County</i>	Butte	1.615%	1.975%	1.6783178%
City	Chico	Butte	0.216%	0.264%	0.2246499%
City	Oroville	Butte	0.079%		0.0646595%
County	<i>Calaveras County</i>	Calaveras	0.226%	0.277%	0.2351644%
County	<i>Colusa County</i>	Colusa	0.059%		0.0489221%
County	<i>Contra Costa County</i>	Contra Costa	2.102%	2.571%	2.1844585%
City	Antioch	Contra Costa	0.037%		0.0301879%
City	Brentwood	Contra Costa	0.026%		0.0215339%
City	Clayton	Contra Costa	0.002%		0.0018060%
City	Concord	Contra Costa	0.055%		0.0456676%
City	Danville	Contra Costa	0.010%		0.0082255%
City	El Cerrito	Contra Costa	0.023%		0.0189024%
City	Hercules	Contra Costa	0.010%		0.0078273%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Lafayette	Contra Costa	0.006%		0.0046030%
City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<i>Del Norte County</i>	Del Norte	0.114%	0.140%	0.1189608%
County	<i>El Dorado County</i>	El Dorado	0.768%	0.939%	0.7980034%
City	Placerville	El Dorado	0.015%		0.0127642%
City	South Lake Tahoe	El Dorado	0.081%		0.0665456%
County	<i>Fresno County</i>	Fresno	1.895%	2.318%	1.9693410%
City	Clovis	Fresno	0.065%		0.0536211%
City	Coalinga	Fresno	0.012%		0.0098554%
City	Fresno	Fresno	0.397%		0.3270605%
City	Kerman	Fresno	0.005%		0.0042534%
City	Kingsburg	Fresno	0.008%		0.0066167%
City	Mendota	Fresno	0.002%		0.0019387%
City	Orange Cove	Fresno	0.004%		0.0035607%
City	Parlier	Fresno	0.008%		0.0069755%
City	Reedley	Fresno	0.012%		0.0098804%
City	Sanger	Fresno	0.018%		0.0146135%
City	Selma	Fresno	0.015%		0.0127537%
County	<i>Glenn County</i>	Glenn	0.107%	0.131%	0.1116978%
County	<i>Humboldt County</i>	Humboldt	1.030%	1.260%	1.0703185%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Arcata	Humboldt	0.054%		0.0447660%
City	Eureka	Humboldt	0.117%	0.143%	0.1216284%
City	Fortuna	Humboldt	0.032%		0.0266837%
County	<i>Imperial County</i>	Imperial	0.258%	0.315%	0.2679006%
City	Brawley	Imperial	0.011%		0.0087986%
City	Calexico	Imperial	0.019%		0.0152799%
City	El Centro	Imperial	0.158%		0.1302522%
City	Imperial	Imperial	0.006%		0.0048791%
County	<i>Inyo County</i>	Inyo	0.073%	0.089%	0.0754413%
County	<i>Kern County</i>	Kern	2.517%	3.079%	2.6159145%
City	Arvin	Kern	0.006%		0.0046425%
City	Bakersfield	Kern	0.212%		0.1747198%
City	California City	Kern	0.009%		0.0070820%
City	Delano	Kern	0.030%		0.0249316%
City	McFarland	Kern	0.003%		0.0025644%
City	Ridgecrest	Kern	0.015%		0.0120938%
City	Shafter	Kern	0.013%		0.0103417%
City	Tehachapi	Kern	0.009%		0.0073580%
City	Wasco	Kern	0.008%		0.0069861%
County	<i>Kings County</i>	Kings	0.293%		0.2413469%
City	Avenal	Kings	0.007%		0.0056335%
City	Corcoran	Kings	0.013%		0.0107032%
City	Hanford	Kings	0.027%		0.0226038%
City	Lemoore	Kings	0.016%		0.0131900%
County	<i>Lake County</i>	Lake	0.795%		0.6545389%
City	Clearlake	Lake	0.041%	0.050%	0.0426253%
City	Lakeport	Lake	0.021%	0.026%	0.0222964%
County	<i>Lassen County</i>	Lassen	0.319%	0.391%	0.3320610%
City	Susanville	Lassen	0.027%		0.0219295%
County	<i>Los Angeles County</i>	Los Angeles	13.896%	16.999%	14.4437559%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Agoura Hills	Los Angeles	0.005%		0.0040024%
City	Alhambra	Los Angeles	0.042%		0.0343309%
City	Arcadia	Los Angeles	0.033%		0.0267718%
City	Artesia	Los Angeles	0.001%		0.0005100%
City	Azusa	Los Angeles	0.026%		0.0210857%
City	Baldwin Park	Los Angeles	0.027%		0.0218520%
City	Bell	Los Angeles	0.008%		0.0068783%
City	Bellflower	Los Angeles	0.002%		0.0014485%
City	Bell Gardens	Los Angeles	0.014%		0.0114301%
City	Beverly Hills	Los Angeles	0.065%		0.0534897%
City	Burbank	Los Angeles	0.100%		0.0823132%
City	Calabasas	Los Angeles	0.006%		0.0048948%
City	Carson	Los Angeles	0.019%		0.0159805%
City	Cerritos	Los Angeles	0.005%		0.0039682%
City	Claremont	Los Angeles	0.010%		0.0082584%
City	Commerce	Los Angeles	0.000%		0.0002971%
City	Compton	Los Angeles	0.044%		0.0361882%
City	Covina	Los Angeles	0.028%		0.0229127%
City	Cudahy	Los Angeles	0.001%		0.0006020%
City	Culver City	Los Angeles	0.055%		0.0449894%
City	Diamond Bar	Los Angeles	0.001%		0.0006993%
City	Downey	Los Angeles	0.052%		0.0429994%
City	Duarte	Los Angeles	0.003%		0.0027261%
City	El Monte	Los Angeles	0.031%	0.038%	0.0318985%
City	El Segundo	Los Angeles	0.033%		0.0268020%
City	Gardena	Los Angeles	0.034%		0.0278088%
City	Glendale	Los Angeles	0.166%		0.1366586%
City	Glendora	Los Angeles	0.016%		0.0134411%
City	Hawaiian Gardens	Los Angeles	0.005%		0.0040549%
City	Hawthorne	Los Angeles	0.050%		0.0407833%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Hermosa Beach	Los Angeles	0.018%		0.0145307%
City	Huntington Park	Los Angeles	0.023%		0.0190667%
City	Inglewood	Los Angeles	0.059%		0.0489195%
City	La Cañada Flintridge	Los Angeles	0.003%		0.0025565%
City	Lakewood	Los Angeles	0.005%		0.0039971%
City	La Mirada	Los Angeles	0.010%		0.0081572%
City	Lancaster	Los Angeles	0.045%		0.0369689%
City	La Puente	Los Angeles	0.002%		0.0012999%
City	La Verne	Los Angeles	0.024%		0.0194190%
City	Lawndale	Los Angeles	0.002%		0.0017731%
City	Lomita	Los Angeles	0.004%		0.0031940%
City	Long Beach	Los Angeles	0.439%		0.3614151%
City	Los Angeles	Los Angeles	2.715%	3.321%	2.8218811%
City	Lynwood	Los Angeles	0.016%		0.0134345%
City	Malibu	Los Angeles	0.002%		0.0019269%
City	Manhattan Beach	Los Angeles	0.032%		0.0260686%
City	Maywood	Los Angeles	0.004%		0.0035528%
City	Monrovia	Los Angeles	0.031%		0.0254455%
City	Montebello	Los Angeles	0.030%		0.0250670%
City	Monterey Park	Los Angeles	0.031%		0.0256677%
City	Norwalk	Los Angeles	0.031%		0.0258228%
City	Palmdale	Los Angeles	0.046%		0.0375827%
City	Palos Verdes Estates	Los Angeles	0.006%		0.0053102%
City	Paramount	Los Angeles	0.011%		0.0091483%
City	Pasadena	Los Angeles	0.146%		0.1200524%
City	Pico Rivera	Los Angeles	0.022%		0.0183333%
City	Pomona	Los Angeles	0.111%		0.0911933%
City	Rancho Palos Verdes	Los Angeles	0.002%		0.0012645%
City	Redondo Beach	Los Angeles	0.062%		0.0506992%
City	Rosemead	Los Angeles	0.003%		0.0028260%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	San Dimas	Los Angeles	0.003%		0.0022016%
City	San Fernando	Los Angeles	0.013%		0.0104837%
City	San Gabriel	Los Angeles	0.018%		0.0147726%
City	San Marino	Los Angeles	0.009%		0.0073791%
City	Santa Clarita	Los Angeles	0.022%		0.0178167%
City	Santa Fe Springs	Los Angeles	0.031%		0.0257531%
City	Santa Monica	Los Angeles	0.158%		0.1298513%
City	Sierra Madre	Los Angeles	0.006%		0.0048646%
City	Signal Hill	Los Angeles	0.010%		0.0084884%
City	South El Monte	Los Angeles	0.005%		0.0039603%
City	South Gate	Los Angeles	0.020%		0.0166272%
City	South Pasadena	Los Angeles	0.012%		0.0095334%
City	Temple City	Los Angeles	0.005%		0.0039498%
City	Torrance	Los Angeles	0.112%		0.0919820%
City	Walnut	Los Angeles	0.006%		0.0047305%
City	West Covina	Los Angeles	0.049%		0.0404521%
City	West Hollywood	Los Angeles	0.013%		0.0108517%
City	Whittier	Los Angeles	0.032%		0.0260581%
County	<i>Madera County</i>	Madera	0.349%	0.427%	0.3630669%
City	Chowchilla	Madera	0.012%		0.0097332%
City	Madera	Madera	0.039%		0.0318441%
County	<i>Marin County</i>	Marin	0.564%	0.690%	0.5861325%
City	Larkspur	Marin	0.015%		0.0124697%
City	Mill Valley	Marin	0.020%		0.0168401%
City	Novato	Marin	0.028%		0.0229824%
City	San Anselmo	Marin	0.009%		0.0078062%
City	San Rafael	Marin	0.089%		0.0729823%
County	<i>Mariposa County</i>	Mariposa	0.084%	0.103%	0.0876131%
County	<i>Mendocino County</i>	Mendocino	0.439%	0.536%	0.4558394%
City	Ukiah	Mendocino	0.039%		0.0317153%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<i>Merced County</i>	Merced	0.551%	0.674%	0.5724262%
City	Atwater	Merced	0.024%		0.0195846%
City	Livingston	Merced	0.006%		0.0045873%
City	Los Banos	Merced	0.020%		0.0165142%
City	Merced	Merced	0.061%		0.0500762%
County	<i>Modoc County</i>	Modoc	0.065%	0.080%	0.0678250%
County	<i>Mono County</i>	Mono	0.023%	0.029%	0.0242606%
County	<i>Monterey County</i>	Monterey	0.908%	1.111%	0.9437083%
City	Greenfield	Monterey	0.006%		0.0050552%
City	King City	Monterey	0.005%		0.0037355%
City	Marina	Monterey	0.017%		0.0144098%
City	Monterey	Monterey	0.041%		0.0336540%
City	Pacific Grove	Monterey	0.009%		0.0074842%
City	Salinas	Monterey	0.094%		0.0776576%
City	Seaside	Monterey	0.023%		0.0191772%
City	Soledad	Monterey	0.007%		0.0060870%
County	<i>Napa County</i>	Napa	0.288%	0.352%	0.2994325%
City	American Canyon	Napa	0.017%		0.0136869%
City	Napa	Napa	0.078%		0.0642783%
County	<i>Nevada County</i>	Nevada	0.441%	0.539%	0.4579827%
City	Grass Valley	Nevada	0.024%		0.0197805%
City	Truckee	Nevada	0.003%		0.0023843%
County	<i>Orange County</i>	Orange	4.364%	5.339%	4.5363576%
City	Aliso Viejo	Orange	0.014%		0.0113841%
City	Anaheim	Orange	0.554%	0.678%	0.5759282%
City	Brea	Orange	0.086%		0.0708897%
City	Buena Park	Orange	0.087%		0.0714352%
City	Costa Mesa	Orange	0.124%	0.152%	0.1288366%
City	Cypress	Orange	0.033%		0.0271937%
City	Dana Point	Orange	0.001%		0.0005560%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%
City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%
City	Yorba Linda	Orange	0.044%		0.0362223%
County	Placer County	Placer	1.045%	1.278%	1.0861002%
City	Auburn	Placer	0.017%		0.0141114%
City	Lincoln	Placer	0.031%		0.0255599%
City	Rocklin	Placer	0.076%		0.0625485%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Roseville	Placer	0.196%		0.1616559%
County	Plumas County	Plumas	0.205%	0.251%	0.2128729%
County	Riverside County	Riverside	4.534%	5.547%	4.7128296%
City	Banning	Riverside	0.017%		0.0143848%
City	Beaumont	Riverside	0.021%		0.0171135%
City	Blythe	Riverside	0.012%		0.0096714%
City	Canyon Lake	Riverside	0.000%		0.0001761%
City	Cathedral City	Riverside	0.067%		0.0553614%
City	Coachella	Riverside	0.021%		0.0173054%
City	Corona	Riverside	0.147%		0.1207083%
City	Desert Hot Springs	Riverside	0.024%		0.0200433%
City	Eastvale	Riverside	0.000%		0.0002747%
City	Hemet	Riverside	0.051%		0.0421792%
City	Indio	Riverside	0.056%		0.0457794%
City	Jurupa Valley	Riverside	0.001%		0.0008991%
City	Lake Elsinore	Riverside	0.021%		0.0172949%
City	La Quinta	Riverside	0.063%		0.0516732%
City	Menifee	Riverside	0.032%		0.0260909%
City	Moreno Valley	Riverside	0.137%		0.1130348%
City	Murrieta	Riverside	0.048%	0.059%	0.0497423%
City	Norco	Riverside	0.016%		0.0134542%
City	Palm Desert	Riverside	0.083%		0.0682465%
City	Palm Springs	Riverside	0.076%		0.0629862%
City	Perris	Riverside	0.009%		0.0076774%
City	Rancho Mirage	Riverside	0.052%		0.0431098%
City	Riverside	Riverside	0.268%		0.2206279%
City	San Jacinto	Riverside	0.010%		0.0085936%
City	Temecula	Riverside	0.022%		0.0180086%
City	Wildomar	Riverside	0.008%		0.0062500%
County	Sacramento County	Sacramento	3.797%	4.645%	3.9465887%



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City	Citrus Heights	Sacramento	0.057%		0.0465312%
City	Elk Grove	Sacramento	0.130%		0.1066994%
City	Folsom	Sacramento	0.108%		0.0890850%
City	Galt	Sacramento	0.017%		0.0143704%
City	Rancho Cordova	Sacramento	0.008%		0.0067679%
City	Sacramento	Sacramento	0.721%	0.882%	0.7496530%
County	<i>San Benito County</i>	San Benito	0.106%	0.130%	0.1101417%
City	Hollister	San Benito	0.027%		0.0225355%
County	<i>San Bernardino County</i>	San Bernardino	3.259%	3.987%	3.3878124%
City	Adelanto	San Bernardino	0.008%		0.0066640%
City	Apple Valley	San Bernardino	0.025%		0.0207360%
City	Barstow	San Bernardino	0.015%		0.0122056%
City	Chino	San Bernardino	0.064%		0.0525893%
City	Chino Hills	San Bernardino	0.001%		0.0006388%
City	Colton	San Bernardino	0.031%		0.0253443%
City	Fontana	San Bernardino	0.112%		0.0920543%
City	Grand Terrace	San Bernardino	0.006%		0.0051051%
City	Hesperia	San Bernardino	0.035%		0.0291522%
City	Highland	San Bernardino	0.004%		0.0029061%
City	Loma Linda	San Bernardino	0.009%		0.0071188%
City	Montclair	San Bernardino	0.039%		0.0322108%
City	Ontario	San Bernardino	0.179%		0.1472934%
City	Rancho Cucamonga	San Bernardino	0.084%		0.0689431%
City	Redlands	San Bernardino	0.057%		0.0469150%
City	Rialto	San Bernardino	0.073%		0.0603206%
City	San Bernardino	San Bernardino	0.178%		0.1461880%
City	Twentynine Palms	San Bernardino	0.002%		0.0012605%
City	Upland	San Bernardino	0.052%		0.0424460%
City	Victorville	San Bernardino	0.033%		0.0269400%
City	Yucaipa	San Bernardino	0.016%		0.0128772%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Yucca Valley	San Bernardino	0.003%		0.0021228%
County	<i>San Diego County</i>	San Diego	5.706%	6.980%	5.9309748%
City	Carlsbad	San Diego	0.128%		0.1050485%
City	Chula Vista	San Diego	0.189%	0.231%	0.1961456%
City	Coronado	San Diego	0.044%		0.0359095%
City	El Cajon	San Diego	0.113%		0.0933582%
City	Encinitas	San Diego	0.061%	0.074%	0.0630289%
City	Escondido	San Diego	0.145%		0.1192204%
City	Imperial Beach	San Diego	0.014%		0.0118283%
City	La Mesa	San Diego	0.055%	0.068%	0.0575593%
City	Lemon Grove	San Diego	0.022%		0.0183911%
City	National City	San Diego	0.080%		0.0656808%
City	Oceanside	San Diego	0.213%		0.1753428%
City	Poway	San Diego	0.062%		0.0511040%
City	San Diego	San Diego	1.975%	2.416%	2.0531169%
City	San Marcos	San Diego	0.089%		0.0733897%
City	Santee	San Diego	0.033%		0.0268401%
City	Solana Beach	San Diego	0.017%		0.0138564%
City	Vista	San Diego	0.052%		0.0425144%
Consolidated	<i>San Francisco</i>	San Francisco	3.026%	3.702%	3.1457169%
County	<i>San Joaquin County</i>	San Joaquin	1.680%	2.055%	1.7460399%
City	Lathrop	San Joaquin	0.009%		0.0075394%
City	Lodi	San Joaquin	0.053%		0.0439484%
City	Manteca	San Joaquin	0.054%		0.0443454%
City	Ripon	San Joaquin	0.013%		0.0104219%
City	Stockton	San Joaquin	0.313%	0.383%	0.3256176%
City	Tracy	San Joaquin	0.084%		0.0692047%
County	<i>San Luis Obispo County</i>	San Luis Obispo	0.816%	0.999%	0.8484126%
City	Arroyo Grande	San Luis Obispo	0.024%		0.0199053%
City	Atascadero	San Luis Obispo	0.029%		0.0240680%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		0.0353456%
City	Grover Beach	San Luis Obispo	0.017%		0.0137881%
City	Morro Bay	San Luis Obispo	0.020%		0.0160922%
City	San Luis Obispo	San Luis Obispo	0.077%		0.0637841%
County	<i>San Mateo County</i>	San Mateo	1.074%	1.313%	1.1159599%
City	Belmont	San Mateo	0.021%		0.0169860%
City	Burlingame	San Mateo	0.019%		0.0152537%
City	Daly City	San Mateo	0.044%		0.0363880%
City	East Palo Alto	San Mateo	0.013%		0.0103982%
City	Foster City	San Mateo	0.020%		0.0166101%
City	Half Moon Bay	San Mateo	0.004%		0.0031638%
City	Hillsborough	San Mateo	0.013%		0.0110029%
City	Menlo Park	San Mateo	0.015%		0.0126209%
City	Millbrae	San Mateo	0.013%		0.0105836%
City	Pacifica	San Mateo	0.016%		0.0130625%
City	Redwood City	San Mateo	0.056%		0.0463511%
City	San Bruno	San Mateo	0.021%		0.0172161%
City	San Carlos	San Mateo	0.013%		0.0108885%
City	San Mateo	San Mateo	0.052%		0.0425841%
City	South San Francisco	San Mateo	0.043%		0.0353943%
County	<i>Santa Barbara County</i>	Santa Barbara	1.132%	1.385%	1.1768968%
City	Carpinteria	Santa Barbara	0.001%		0.0008938%
City	Goleta	Santa Barbara	0.004%		0.0028969%
City	Lompoc	Santa Barbara	0.047%		0.0389379%
City	Santa Barbara	Santa Barbara	0.122%		0.1004559%
City	Santa Maria	Santa Barbara	0.058%		0.0479179%
County	<i>Santa Clara County</i>	Santa Clara	2.404%	2.941%	2.4987553%
City	Campbell	Santa Clara	0.014%		0.0112566%
City	Cupertino	Santa Clara	0.008%		0.0066824%
City	Gilroy	Santa Clara	0.025%		0.0202891%



APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Los Altos	Santa Clara	0.013%		0.0103338%
City	Los Gatos	Santa Clara	0.013%		0.0103220%
City	Milpitas	Santa Clara	0.036%		0.0298120%
City	Morgan Hill	Santa Clara	0.015%		0.0124619%
City	Mountain View	Santa Clara	0.041%		0.0334608%
City	Palo Alto	Santa Clara	0.039%		0.0323080%
City	San Jose	Santa Clara	0.294%	0.360%	0.3054960%
City	Santa Clara	Santa Clara	0.067%		0.0549723%
City	Saratoga	Santa Clara	0.004%		0.0034161%
City	Sunnyvale	Santa Clara	0.053%		0.0434069%
County	<i>Santa Cruz County</i>	Santa Cruz	0.783%	0.957%	0.8135396%
City	Capitola	Santa Cruz	0.020%		0.0168191%
City	Santa Cruz	Santa Cruz	0.143%		0.1180348%
City	Scotts Valley	Santa Cruz	0.015%		0.0126525%
City	Watsonville	Santa Cruz	0.063%		0.0520136%
County	<i>Shasta County</i>	Shasta	1.095%	1.339%	1.1380191%
City	Anderson	Shasta	0.024%		0.0198896%
City	Redding	Shasta	0.284%		0.2334841%
City	Shasta Lake	Shasta	0.004%		0.0031993%
County	<i>Siskiyou County</i>	Siskiyou	0.228%	0.279%	0.2373393%
County	<i>Solano County</i>	Solano	0.760%		0.6260795%
City	Benicia	Solano	0.031%		0.0253903%
City	Dixon	Solano	0.016%		0.0130849%
City	Fairfield	Solano	0.109%		0.0897317%
City	Suisun City	Solano	0.021%		0.0176183%
City	Vacaville	Solano	0.119%		0.0976497%
City	Vallejo	Solano	0.167%		0.1373644%
County	<i>Sonoma County</i>	Sonoma	1.218%	1.490%	1.2661290%
City	Healdsburg	Sonoma	0.032%		0.0266929%
City	Petaluma	Sonoma	0.081%		0.0667507%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		0.0340759%
City	Santa Rosa	Sonoma	0.184%		0.1519070%
City	Sonoma	Sonoma	0.022%		0.0183438%
City	Windsor	Sonoma	0.016%		0.0129298%
County	<i>Stanislaus County</i>	Stanislaus	1.722%		1.4182273%
City	Ceres	Stanislaus	0.041%		0.0340260%
City	Modesto	Stanislaus	0.217%		0.1788759%
City	Newman	Stanislaus	0.006%		0.0046964%
City	Oakdale	Stanislaus	0.018%		0.0145531%
City	Patterson	Stanislaus	0.015%		0.0126590%
City	Riverbank	Stanislaus	0.010%		0.0085699%
City	Turlock	Stanislaus	0.065%		0.0531966%
County	<i>Sutter County</i>	Sutter	0.306%	0.374%	0.3179548%
City	Yuba City	Sutter	0.074%		0.0606242%
County	<i>Tehama County</i>	Tehama	0.213%	0.261%	0.2216654%
City	Red Bluff	Tehama	0.014%		0.0117771%
County	<i>Trinity County</i>	Trinity	0.082%	0.101%	0.0855476%
County	<i>Tulare County</i>	Tulare	0.809%	0.990%	0.8410949%
City	Dinuba	Tulare	0.014%		0.0116929%
City	Exeter	Tulare	0.004%		0.0032479%
City	Farmersville	Tulare	0.003%		0.0027879%
City	Lindsay	Tulare	0.007%		0.0057111%
City	Porterville	Tulare	0.021%		0.0171845%
City	Tulare	Tulare	0.037%		0.0302273%
City	Visalia	Tulare	0.066%		0.0545872%
County	<i>Tuolumne County</i>	Tuolumne	0.486%	0.594%	0.5047621%
County	<i>Ventura County</i>	Ventura	2.192%	2.681%	2.2781201%
City	Camarillo	Ventura	0.002%		0.0012815%
City	Fillmore	Ventura	0.002%		0.0020294%
City	Moorpark	Ventura	0.008%		0.0067337%



APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	0.1617338%
City	Port Hueneme	Ventura	0.021%		0.0174145%
City	San Buenaventura (Ventura)	Ventura	0.085%		0.0702181%
City	Santa Paula	Ventura	0.014%		0.0119072%
City	Simi Valley	Ventura	0.065%		0.0533043%
City	Thousand Oaks	Ventura	0.022%		0.0179902%
County	<i>Yolo County</i>	Yolo	0.357%	0.437%	0.3713319%
City	Davis	Yolo	0.055%		0.0451747%
City	West Sacramento	Yolo	0.066%		0.0544321%
City	Woodland	Yolo	0.058%		0.0477904%
County	<i>Yuba County</i>	Yuba	0.214%	0.262%	0.2225679%
City	Marysville	Yuba	0.014%		0.0112079%



APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

- a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were not previously reimbursed and which were paid or incurred (i) prior to December 31, 2022 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting any CA Allocation Agreement(s) concerning a settlement with any Opioid Defendant(s). *Costs* does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.
- b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section IX and Exhibit R of the Walmart Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the Distributor Settlement Agreement, Section XI and Exhibit R of the Janssen Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, or Section IX and Exhibit R of the Walgreens Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.
- c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.
- d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

- a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating National Opioid Settlements with various manufacturers, distributors, and chain pharmacies.
- b) Claims Procedure.
 - i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in



part, from funds available under Section IX and Exhibit R of the Walmart Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, Section X or Exhibit R of the Distributor Settlement Agreement, or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

- ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of “hard” costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.
- iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.
- iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.
- v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for



reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.

- vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section V(B)(2) of the Walmart Settlement Agreement.
- vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Walmart a report of the fees and expenses incurred by the Special Master pursuant to Section V(B)(2) of the Walmart Settlement Agreement.

c) Claims Priority and Limitation.

- i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.
- ii. Final Awards of Costs that do not exceed seventy-five thousand dollars (\$75,000.00) will be paid next in priority after the Special Master's approved invoices.
- iii. Final Awards of Costs in excess of seventy-five thousand dollars (\$75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.
- iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.
- v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.
- vi. In no event shall more than \$28 million of the total CA Subdivision Funds paid pursuant to the Walmart Settlement Agreement, Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, CVS Settlement Agreement, Janssen Settlement Agreement, and the Walgreens Settlement Agreement be used to pay Costs.



d) Collateral Source Payments and Third-Party Settlement.

- i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund. Any Plaintiff Subdivision that has submitted for reimbursement to any national fund and has not received a final determination by the First Claims Date may request that the settlement administrator withhold some or all of its payment from the CA Subdivision Fund in order to avoid repayment.
- ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.



APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Walmart Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Walmart Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Walmart Settlement Agreement and CA Walmart Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Walmart Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Walmart Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Walmart Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Walmart Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]

[SUBDIVISION SIGNATURE BLOCK]

[DATE]

[COUNSEL SIGNATURE BLOCK]

[DATE]

[ATTORNEY GENERAL SIGNATURE BLOCK]



**Proposed California State-Subdivision Agreement
Regarding Distribution and Use of
Settlement Funds – CVS Settlement**

1. Introduction

Pursuant to the CVS Settlement Agreement, dated as of December 9, 2022, and any revision thereto as well as any modification thereto entered into by the State of California and CVS (the “CVS Settlement Agreement”), including Section V and Exhibit O, the State of California proposes this agreement (the “CA CVS Allocation Agreement”) to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the CVS Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections IX or X of the CVS Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the CVS Settlement Agreement, acceptance of this CA CVS Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

- a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the CVS Settlement Agreement.
- b) *Allergan Settlement Agreement* means the Allergan Settlement Agreement dated November 22, 2022, and any revision thereto.
- c) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.
- d) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.
- e) *Teva Settlement Agreement* means the Teva Settlement Agreement dated November 22, 2022, and any revision thereto.
- f) *Walgreens Settlement Agreement* means the Walgreens Settlement Agreement dated December 9, 2022, and any revision thereto.
- g) *Walmart Settlement Agreement* means the Walmart Settlement Agreement dated November 14, 2022, and any revision thereto.
- h) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, San Leandro Unified School District, Pleasant Valley School District Board, and LA Care Health Plan.
- i) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA



Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

- j) *Opioid Defendant* means any defendant (including but not limited to Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walgreen Co., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the CVS Settlement Agreement, as well as applicable law, and the CVS Settlement Agreement governs over any inconsistent provision of this CA CVS Allocation Agreement. Terms used in this CA CVS Allocation Agreement have the same meaning as in the CVS Settlement Agreement unless otherwise defined herein.

Pursuant to Section V(E)(1) of the CVS Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section V(B)(2) of the CVS Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,¹ pursuant to the CVS Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA CVS Allocation Agreement, and 15% of that total shall be allocated to the State of California (the “State of California Allocation”), 70% to the California Abatement Accounts Fund (“CA Abatement Accounts Fund”), and 15% to the California Subdivision Fund (“CA Subdivision Fund”).

¹ For purposes of clarity, use of the term “California” refers to the geographic territory of California and the state and its local governments therein. The term “State” or “State of California” refers to the State of California as a governmental unit.



A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

- a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the “Local Allocation”). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.
- b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the CVS Settlement Agreement.
- c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county’s share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).
- d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA CVS Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.



- e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.
- f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the CVS Settlement Agreement and this CA CVS Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

- a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the CVS Settlement Agreement.
- b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:
 - (1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;
 - (2) creating new or expanded Substance Use Disorder (“SUD”) treatment infrastructure;
 - (3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;
 - (4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or
 - (5) interventions to prevent drug addiction in vulnerable youth.
- c) The California Department of Health Care Services (“DHCS”) may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.
- d) For the avoidance of doubt, and subject to the requirements of the CVS Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or



ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the CVS Settlement Agreement and this CA CVS Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

- a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the CVS Settlement Agreement and this CA CVS Allocation Agreement.
- b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the CVS Settlement Agreement or this CA CVS Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.
- c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.
- d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the CVS Settlement Agreement or this CA CVS Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.
- e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.



C. CA Subdivision Fund

- i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the CVS Settlement Agreement and this CA CVS Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

- a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master’s reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;
- b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.
- c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) (“MDL Fees Order”) in the National Prescription Opiate Litigation (MDL No. 2804) “cap[ping] all applicable contingent fee agreements at 15%.” Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the CVS Settlement Agreement, and, if applicable, the Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, Janssen Settlement Agreement, Walgreens Settlement Agreement, and Walmart Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel (“State Back-Stop Agreement”), pursuant to Exhibit R, section I(Y), of the CVS Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the CVS Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel



representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the CVS Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

- a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.
- b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the CVS Settlement Agreement and this CA CVS Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.
- c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.
- d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the CVS Settlement Agreement and this CA CVS Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section V(B)(2) of the CVS Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and CVS.



- e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

- a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA CVS Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.
- b) Except as provided in the CVS Settlement Agreement, this CA CVS Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.
- c) Except as provided in the CA CVS Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.
- d) Except as provided in the CVS Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.



The undersigned, Mendota city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – CVS Settlement is a requirement to be an Initial Participating Subdivision in the CVS Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – CVS Settlement. EXECUTED on _____.

Signature: _____

Name: _____

Title: _____

Date: _____



APPENDIX 1

DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—CVS Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled “Abatement Percentage,” pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled “Abatement Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled “Weighted Allocation Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.



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			100.000%	100.000%	100.000%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<i>Alameda County</i>	Alameda	2.332%	2.853%	2.4237952%
City	Alameda	Alameda	0.069%		0.0570162%
City	Albany	Alameda	0.013%		0.0107768%
City	Berkeley	Alameda	0.152%		0.1249656%
City	Dublin	Alameda	0.033%	0.040%	0.0338810%
City	Emeryville	Alameda	0.023%		0.0185765%
City	Fremont	Alameda	0.108%		0.0888576%
City	Hayward	Alameda	0.117%		0.0966218%
City	Livermore	Alameda	0.054%		0.0446740%
City	Newark	Alameda	0.026%		0.0217626%
City	Oakland	Alameda	0.486%	0.595%	0.5055601%
City	Piedmont	Alameda	0.014%		0.0114064%
City	Pleasanton	Alameda	0.067%		0.0554547%
City	San Leandro	Alameda	0.039%		0.0321267%
City	Union City	Alameda	0.043%		0.0352484%
County	<i>Amador County</i>	Amador	0.226%	0.277%	0.2349885%
County	<i>Butte County</i>	Butte	1.615%	1.975%	1.6783178%
City	Chico	Butte	0.216%	0.264%	0.2246499%
City	Oroville	Butte	0.079%		0.0646595%
County	<i>Calaveras County</i>	Calaveras	0.226%	0.277%	0.2351644%
County	<i>Colusa County</i>	Colusa	0.059%		0.0489221%
County	<i>Contra Costa County</i>	Contra Costa	2.102%	2.571%	2.1844585%
City	Antioch	Contra Costa	0.037%		0.0301879%
City	Brentwood	Contra Costa	0.026%		0.0215339%
City	Clayton	Contra Costa	0.002%		0.0018060%
City	Concord	Contra Costa	0.055%		0.0456676%
City	Danville	Contra Costa	0.010%		0.0082255%
City	El Cerrito	Contra Costa	0.023%		0.0189024%
City	Hercules	Contra Costa	0.010%		0.0078273%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Lafayette	Contra Costa	0.006%		0.0046030%
City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<i>Del Norte County</i>	Del Norte	0.114%	0.140%	0.1189608%
County	<i>El Dorado County</i>	El Dorado	0.768%	0.939%	0.7980034%
City	Placerville	El Dorado	0.015%		0.0127642%
City	South Lake Tahoe	El Dorado	0.081%		0.0665456%
County	<i>Fresno County</i>	Fresno	1.895%	2.318%	1.9693410%
City	Clovis	Fresno	0.065%		0.0536211%
City	Coalinga	Fresno	0.012%		0.0098554%
City	Fresno	Fresno	0.397%		0.3270605%
City	Kerman	Fresno	0.005%		0.0042534%
City	Kingsburg	Fresno	0.008%		0.0066167%
City	Mendota	Fresno	0.002%		0.0019387%
City	Orange Cove	Fresno	0.004%		0.0035607%
City	Parlier	Fresno	0.008%		0.0069755%
City	Reedley	Fresno	0.012%		0.0098804%
City	Sanger	Fresno	0.018%		0.0146135%
City	Selma	Fresno	0.015%		0.0127537%
County	<i>Glenn County</i>	Glenn	0.107%	0.131%	0.1116978%
County	<i>Humboldt County</i>	Humboldt	1.030%	1.260%	1.0703185%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Arcata	Humboldt	0.054%		0.0447660%
City	Eureka	Humboldt	0.117%	0.143%	0.1216284%
City	Fortuna	Humboldt	0.032%		0.0266837%
County	<i>Imperial County</i>	Imperial	0.258%	0.315%	0.2679006%
City	Brawley	Imperial	0.011%		0.0087986%
City	Calexico	Imperial	0.019%		0.0152799%
City	El Centro	Imperial	0.158%		0.1302522%
City	Imperial	Imperial	0.006%		0.0048791%
County	<i>Inyo County</i>	Inyo	0.073%	0.089%	0.0754413%
County	<i>Kern County</i>	Kern	2.517%	3.079%	2.6159145%
City	Arvin	Kern	0.006%		0.0046425%
City	Bakersfield	Kern	0.212%		0.1747198%
City	California City	Kern	0.009%		0.0070820%
City	Delano	Kern	0.030%		0.0249316%
City	McFarland	Kern	0.003%		0.0025644%
City	Ridgecrest	Kern	0.015%		0.0120938%
City	Shafter	Kern	0.013%		0.0103417%
City	Tehachapi	Kern	0.009%		0.0073580%
City	Wasco	Kern	0.008%		0.0069861%
County	<i>Kings County</i>	Kings	0.293%		0.2413469%
City	Avenal	Kings	0.007%		0.0056335%
City	Corcoran	Kings	0.013%		0.0107032%
City	Hanford	Kings	0.027%		0.0226038%
City	Lemoore	Kings	0.016%		0.0131900%
County	<i>Lake County</i>	Lake	0.795%		0.6545389%
City	Clearlake	Lake	0.041%	0.050%	0.0426253%
City	Lakeport	Lake	0.021%	0.026%	0.0222964%
County	<i>Lassen County</i>	Lassen	0.319%	0.391%	0.3320610%
City	Susanville	Lassen	0.027%		0.0219295%
County	<i>Los Angeles County</i>	Los Angeles	13.896%	16.999%	14.4437559%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Agoura Hills	Los Angeles	0.005%		0.0040024%
City	Alhambra	Los Angeles	0.042%		0.0343309%
City	Arcadia	Los Angeles	0.033%		0.0267718%
City	Artesia	Los Angeles	0.001%		0.0005100%
City	Azusa	Los Angeles	0.026%		0.0210857%
City	Baldwin Park	Los Angeles	0.027%		0.0218520%
City	Bell	Los Angeles	0.008%		0.0068783%
City	Bellflower	Los Angeles	0.002%		0.0014485%
City	Bell Gardens	Los Angeles	0.014%		0.0114301%
City	Beverly Hills	Los Angeles	0.065%		0.0534897%
City	Burbank	Los Angeles	0.100%		0.0823132%
City	Calabasas	Los Angeles	0.006%		0.0048948%
City	Carson	Los Angeles	0.019%		0.0159805%
City	Cerritos	Los Angeles	0.005%		0.0039682%
City	Claremont	Los Angeles	0.010%		0.0082584%
City	Commerce	Los Angeles	0.000%		0.0002971%
City	Compton	Los Angeles	0.044%		0.0361882%
City	Covina	Los Angeles	0.028%		0.0229127%
City	Cudahy	Los Angeles	0.001%		0.0006020%
City	Culver City	Los Angeles	0.055%		0.0449894%
City	Diamond Bar	Los Angeles	0.001%		0.0006993%
City	Downey	Los Angeles	0.052%		0.0429994%
City	Duarte	Los Angeles	0.003%		0.0027261%
City	El Monte	Los Angeles	0.031%	0.038%	0.0318985%
City	El Segundo	Los Angeles	0.033%		0.0268020%
City	Gardena	Los Angeles	0.034%		0.0278088%
City	Glendale	Los Angeles	0.166%		0.1366586%
City	Glendora	Los Angeles	0.016%		0.0134411%
City	Hawaiian Gardens	Los Angeles	0.005%		0.0040549%
City	Hawthorne	Los Angeles	0.050%		0.0407833%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Hermosa Beach	Los Angeles	0.018%		0.0145307%
City	Huntington Park	Los Angeles	0.023%		0.0190667%
City	Inglewood	Los Angeles	0.059%		0.0489195%
City	La Cañada Flintridge	Los Angeles	0.003%		0.0025565%
City	Lakewood	Los Angeles	0.005%		0.0039971%
City	La Mirada	Los Angeles	0.010%		0.0081572%
City	Lancaster	Los Angeles	0.045%		0.0369689%
City	La Puente	Los Angeles	0.002%		0.0012999%
City	La Verne	Los Angeles	0.024%		0.0194190%
City	Lawndale	Los Angeles	0.002%		0.0017731%
City	Lomita	Los Angeles	0.004%		0.0031940%
City	Long Beach	Los Angeles	0.439%		0.3614151%
City	Los Angeles	Los Angeles	2.715%	3.321%	2.8218811%
City	Lynwood	Los Angeles	0.016%		0.0134345%
City	Malibu	Los Angeles	0.002%		0.0019269%
City	Manhattan Beach	Los Angeles	0.032%		0.0260686%
City	Maywood	Los Angeles	0.004%		0.0035528%
City	Monrovia	Los Angeles	0.031%		0.0254455%
City	Montebello	Los Angeles	0.030%		0.0250670%
City	Monterey Park	Los Angeles	0.031%		0.0256677%
City	Norwalk	Los Angeles	0.031%		0.0258228%
City	Palmdale	Los Angeles	0.046%		0.0375827%
City	Palos Verdes Estates	Los Angeles	0.006%		0.0053102%
City	Paramount	Los Angeles	0.011%		0.0091483%
City	Pasadena	Los Angeles	0.146%		0.1200524%
City	Pico Rivera	Los Angeles	0.022%		0.0183333%
City	Pomona	Los Angeles	0.111%		0.0911933%
City	Rancho Palos Verdes	Los Angeles	0.002%		0.0012645%
City	Redondo Beach	Los Angeles	0.062%		0.0506992%
City	Rosemead	Los Angeles	0.003%		0.0028260%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	San Dimas	Los Angeles	0.003%		0.0022016%
City	San Fernando	Los Angeles	0.013%		0.0104837%
City	San Gabriel	Los Angeles	0.018%		0.0147726%
City	San Marino	Los Angeles	0.009%		0.0073791%
City	Santa Clarita	Los Angeles	0.022%		0.0178167%
City	Santa Fe Springs	Los Angeles	0.031%		0.0257531%
City	Santa Monica	Los Angeles	0.158%		0.1298513%
City	Sierra Madre	Los Angeles	0.006%		0.0048646%
City	Signal Hill	Los Angeles	0.010%		0.0084884%
City	South El Monte	Los Angeles	0.005%		0.0039603%
City	South Gate	Los Angeles	0.020%		0.0166272%
City	South Pasadena	Los Angeles	0.012%		0.0095334%
City	Temple City	Los Angeles	0.005%		0.0039498%
City	Torrance	Los Angeles	0.112%		0.0919820%
City	Walnut	Los Angeles	0.006%		0.0047305%
City	West Covina	Los Angeles	0.049%		0.0404521%
City	West Hollywood	Los Angeles	0.013%		0.0108517%
City	Whittier	Los Angeles	0.032%		0.0260581%
County	<i>Madera County</i>	Madera	0.349%	0.427%	0.3630669%
City	Chowchilla	Madera	0.012%		0.0097332%
City	Madera	Madera	0.039%		0.0318441%
County	<i>Marin County</i>	Marin	0.564%	0.690%	0.5861325%
City	Larkspur	Marin	0.015%		0.0124697%
City	Mill Valley	Marin	0.020%		0.0168401%
City	Novato	Marin	0.028%		0.0229824%
City	San Anselmo	Marin	0.009%		0.0078062%
City	San Rafael	Marin	0.089%		0.0729823%
County	<i>Mariposa County</i>	Mariposa	0.084%	0.103%	0.0876131%
County	<i>Mendocino County</i>	Mendocino	0.439%	0.536%	0.4558394%
City	Ukiah	Mendocino	0.039%		0.0317153%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<i>Merced County</i>	Merced	0.551%	0.674%	0.5724262%
City	Atwater	Merced	0.024%		0.0195846%
City	Livingston	Merced	0.006%		0.0045873%
City	Los Banos	Merced	0.020%		0.0165142%
City	Merced	Merced	0.061%		0.0500762%
County	<i>Modoc County</i>	Modoc	0.065%	0.080%	0.0678250%
County	<i>Mono County</i>	Mono	0.023%	0.029%	0.0242606%
County	<i>Monterey County</i>	Monterey	0.908%	1.111%	0.9437083%
City	Greenfield	Monterey	0.006%		0.0050552%
City	King City	Monterey	0.005%		0.0037355%
City	Marina	Monterey	0.017%		0.0144098%
City	Monterey	Monterey	0.041%		0.0336540%
City	Pacific Grove	Monterey	0.009%		0.0074842%
City	Salinas	Monterey	0.094%		0.0776576%
City	Seaside	Monterey	0.023%		0.0191772%
City	Soledad	Monterey	0.007%		0.0060870%
County	<i>Napa County</i>	Napa	0.288%	0.352%	0.2994325%
City	American Canyon	Napa	0.017%		0.0136869%
City	Napa	Napa	0.078%		0.0642783%
County	<i>Nevada County</i>	Nevada	0.441%	0.539%	0.4579827%
City	Grass Valley	Nevada	0.024%		0.0197805%
City	Truckee	Nevada	0.003%		0.0023843%
County	<i>Orange County</i>	Orange	4.364%	5.339%	4.5363576%
City	Aliso Viejo	Orange	0.014%		0.0113841%
City	Anaheim	Orange	0.554%	0.678%	0.5759282%
City	Brea	Orange	0.086%		0.0708897%
City	Buena Park	Orange	0.087%		0.0714352%
City	Costa Mesa	Orange	0.124%	0.152%	0.1288366%
City	Cypress	Orange	0.033%		0.0271937%
City	Dana Point	Orange	0.001%		0.0005560%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%
City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%
City	Yorba Linda	Orange	0.044%		0.0362223%
County	Placer County	Placer	1.045%	1.278%	1.0861002%
City	Auburn	Placer	0.017%		0.0141114%
City	Lincoln	Placer	0.031%		0.0255599%
City	Rocklin	Placer	0.076%		0.0625485%



APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Roseville	Placer	0.196%		0.1616559%
County	Plumas County	Plumas	0.205%	0.251%	0.2128729%
County	Riverside County	Riverside	4.534%	5.547%	4.7128296%
City	Banning	Riverside	0.017%		0.0143848%
City	Beaumont	Riverside	0.021%		0.0171135%
City	Blythe	Riverside	0.012%		0.0096714%
City	Canyon Lake	Riverside	0.000%		0.0001761%
City	Cathedral City	Riverside	0.067%		0.0553614%
City	Coachella	Riverside	0.021%		0.0173054%
City	Corona	Riverside	0.147%		0.1207083%
City	Desert Hot Springs	Riverside	0.024%		0.0200433%
City	Eastvale	Riverside	0.000%		0.0002747%
City	Hemet	Riverside	0.051%		0.0421792%
City	Indio	Riverside	0.056%		0.0457794%
City	Jurupa Valley	Riverside	0.001%		0.0008991%
City	Lake Elsinore	Riverside	0.021%		0.0172949%
City	La Quinta	Riverside	0.063%		0.0516732%
City	Menifee	Riverside	0.032%		0.0260909%
City	Moreno Valley	Riverside	0.137%		0.1130348%
City	Murrieta	Riverside	0.048%	0.059%	0.0497423%
City	Norco	Riverside	0.016%		0.0134542%
City	Palm Desert	Riverside	0.083%		0.0682465%
City	Palm Springs	Riverside	0.076%		0.0629862%
City	Perris	Riverside	0.009%		0.0076774%
City	Rancho Mirage	Riverside	0.052%		0.0431098%
City	Riverside	Riverside	0.268%		0.2206279%
City	San Jacinto	Riverside	0.010%		0.0085936%
City	Temecula	Riverside	0.022%		0.0180086%
City	Wildomar	Riverside	0.008%		0.0062500%
County	Sacramento County	Sacramento	3.797%	4.645%	3.9465887%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Citrus Heights	Sacramento	0.057%		0.0465312%
City	Elk Grove	Sacramento	0.130%		0.1066994%
City	Folsom	Sacramento	0.108%		0.0890850%
City	Galt	Sacramento	0.017%		0.0143704%
City	Rancho Cordova	Sacramento	0.008%		0.0067679%
City	Sacramento	Sacramento	0.721%	0.882%	0.7496530%
County	<i>San Benito County</i>	San Benito	0.106%	0.130%	0.1101417%
City	Hollister	San Benito	0.027%		0.0225355%
County	<i>San Bernardino County</i>	San Bernardino	3.259%	3.987%	3.3878124%
City	Adelanto	San Bernardino	0.008%		0.0066640%
City	Apple Valley	San Bernardino	0.025%		0.0207360%
City	Barstow	San Bernardino	0.015%		0.0122056%
City	Chino	San Bernardino	0.064%		0.0525893%
City	Chino Hills	San Bernardino	0.001%		0.0006388%
City	Colton	San Bernardino	0.031%		0.0253443%
City	Fontana	San Bernardino	0.112%		0.0920543%
City	Grand Terrace	San Bernardino	0.006%		0.0051051%
City	Hesperia	San Bernardino	0.035%		0.0291522%
City	Highland	San Bernardino	0.004%		0.0029061%
City	Loma Linda	San Bernardino	0.009%		0.0071188%
City	Montclair	San Bernardino	0.039%		0.0322108%
City	Ontario	San Bernardino	0.179%		0.1472934%
City	Rancho Cucamonga	San Bernardino	0.084%		0.0689431%
City	Redlands	San Bernardino	0.057%		0.0469150%
City	Rialto	San Bernardino	0.073%		0.0603206%
City	San Bernardino	San Bernardino	0.178%		0.1461880%
City	Twentynine Palms	San Bernardino	0.002%		0.0012605%
City	Upland	San Bernardino	0.052%		0.0424460%
City	Victorville	San Bernardino	0.033%		0.0269400%
City	Yucaipa	San Bernardino	0.016%		0.0128772%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Yucca Valley	San Bernardino	0.003%		0.0021228%
County	<i>San Diego County</i>	San Diego	5.706%	6.980%	5.9309748%
City	Carlsbad	San Diego	0.128%		0.1050485%
City	Chula Vista	San Diego	0.189%	0.231%	0.1961456%
City	Coronado	San Diego	0.044%		0.0359095%
City	El Cajon	San Diego	0.113%		0.0933582%
City	Encinitas	San Diego	0.061%	0.074%	0.0630289%
City	Escondido	San Diego	0.145%		0.1192204%
City	Imperial Beach	San Diego	0.014%		0.0118283%
City	La Mesa	San Diego	0.055%	0.068%	0.0575593%
City	Lemon Grove	San Diego	0.022%		0.0183911%
City	National City	San Diego	0.080%		0.0656808%
City	Oceanside	San Diego	0.213%		0.1753428%
City	Poway	San Diego	0.062%		0.0511040%
City	San Diego	San Diego	1.975%	2.416%	2.0531169%
City	San Marcos	San Diego	0.089%		0.0733897%
City	Santee	San Diego	0.033%		0.0268401%
City	Solana Beach	San Diego	0.017%		0.0138564%
City	Vista	San Diego	0.052%		0.0425144%
Consolidated	<i>San Francisco</i>	San Francisco	3.026%	3.702%	3.1457169%
County	<i>San Joaquin County</i>	San Joaquin	1.680%	2.055%	1.7460399%
City	Lathrop	San Joaquin	0.009%		0.0075394%
City	Lodi	San Joaquin	0.053%		0.0439484%
City	Manteca	San Joaquin	0.054%		0.0443454%
City	Ripon	San Joaquin	0.013%		0.0104219%
City	Stockton	San Joaquin	0.313%	0.383%	0.3256176%
City	Tracy	San Joaquin	0.084%		0.0692047%
County	<i>San Luis Obispo County</i>	San Luis Obispo	0.816%	0.999%	0.8484126%
City	Arroyo Grande	San Luis Obispo	0.024%		0.0199053%
City	Atascadero	San Luis Obispo	0.029%		0.0240680%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		0.0353456%
City	Grover Beach	San Luis Obispo	0.017%		0.0137881%
City	Morro Bay	San Luis Obispo	0.020%		0.0160922%
City	San Luis Obispo	San Luis Obispo	0.077%		0.0637841%
County	<i>San Mateo County</i>	San Mateo	1.074%	1.313%	1.1159599%
City	Belmont	San Mateo	0.021%		0.0169860%
City	Burlingame	San Mateo	0.019%		0.0152537%
City	Daly City	San Mateo	0.044%		0.0363880%
City	East Palo Alto	San Mateo	0.013%		0.0103982%
City	Foster City	San Mateo	0.020%		0.0166101%
City	Half Moon Bay	San Mateo	0.004%		0.0031638%
City	Hillsborough	San Mateo	0.013%		0.0110029%
City	Menlo Park	San Mateo	0.015%		0.0126209%
City	Millbrae	San Mateo	0.013%		0.0105836%
City	Pacifica	San Mateo	0.016%		0.0130625%
City	Redwood City	San Mateo	0.056%		0.0463511%
City	San Bruno	San Mateo	0.021%		0.0172161%
City	San Carlos	San Mateo	0.013%		0.0108885%
City	San Mateo	San Mateo	0.052%		0.0425841%
City	South San Francisco	San Mateo	0.043%		0.0353943%
County	<i>Santa Barbara County</i>	Santa Barbara	1.132%	1.385%	1.1768968%
City	Carpinteria	Santa Barbara	0.001%		0.0008938%
City	Goleta	Santa Barbara	0.004%		0.0028969%
City	Lompoc	Santa Barbara	0.047%		0.0389379%
City	Santa Barbara	Santa Barbara	0.122%		0.1004559%
City	Santa Maria	Santa Barbara	0.058%		0.0479179%
County	<i>Santa Clara County</i>	Santa Clara	2.404%	2.941%	2.4987553%
City	Campbell	Santa Clara	0.014%		0.0112566%
City	Cupertino	Santa Clara	0.008%		0.0066824%
City	Gilroy	Santa Clara	0.025%		0.0202891%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Los Altos	Santa Clara	0.013%		0.0103338%
City	Los Gatos	Santa Clara	0.013%		0.0103220%
City	Milpitas	Santa Clara	0.036%		0.0298120%
City	Morgan Hill	Santa Clara	0.015%		0.0124619%
City	Mountain View	Santa Clara	0.041%		0.0334608%
City	Palo Alto	Santa Clara	0.039%		0.0323080%
City	San Jose	Santa Clara	0.294%	0.360%	0.3054960%
City	Santa Clara	Santa Clara	0.067%		0.0549723%
City	Saratoga	Santa Clara	0.004%		0.0034161%
City	Sunnyvale	Santa Clara	0.053%		0.0434069%
County	<i>Santa Cruz County</i>	Santa Cruz	0.783%	0.957%	0.8135396%
City	Capitola	Santa Cruz	0.020%		0.0168191%
City	Santa Cruz	Santa Cruz	0.143%		0.1180348%
City	Scotts Valley	Santa Cruz	0.015%		0.0126525%
City	Watsonville	Santa Cruz	0.063%		0.0520136%
County	<i>Shasta County</i>	Shasta	1.095%	1.339%	1.1380191%
City	Anderson	Shasta	0.024%		0.0198896%
City	Redding	Shasta	0.284%		0.2334841%
City	Shasta Lake	Shasta	0.004%		0.0031993%
County	<i>Siskiyou County</i>	Siskiyou	0.228%	0.279%	0.2373393%
County	<i>Solano County</i>	Solano	0.760%		0.6260795%
City	Benicia	Solano	0.031%		0.0253903%
City	Dixon	Solano	0.016%		0.0130849%
City	Fairfield	Solano	0.109%		0.0897317%
City	Suisun City	Solano	0.021%		0.0176183%
City	Vacaville	Solano	0.119%		0.0976497%
City	Vallejo	Solano	0.167%		0.1373644%
County	<i>Sonoma County</i>	Sonoma	1.218%	1.490%	1.2661290%
City	Healdsburg	Sonoma	0.032%		0.0266929%
City	Petaluma	Sonoma	0.081%		0.0667507%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Rohnert Park	Sonoma	0.041%		0.0340759%
City	Santa Rosa	Sonoma	0.184%		0.1519070%
City	Sonoma	Sonoma	0.022%		0.0183438%
City	Windsor	Sonoma	0.016%		0.0129298%
County	<i>Stanislaus County</i>	Stanislaus	1.722%		1.4182273%
City	Ceres	Stanislaus	0.041%		0.0340260%
City	Modesto	Stanislaus	0.217%		0.1788759%
City	Newman	Stanislaus	0.006%		0.0046964%
City	Oakdale	Stanislaus	0.018%		0.0145531%
City	Patterson	Stanislaus	0.015%		0.0126590%
City	Riverbank	Stanislaus	0.010%		0.0085699%
City	Turlock	Stanislaus	0.065%		0.0531966%
County	<i>Sutter County</i>	Sutter	0.306%	0.374%	0.3179548%
City	Yuba City	Sutter	0.074%		0.0606242%
County	<i>Tehama County</i>	Tehama	0.213%	0.261%	0.2216654%
City	Red Bluff	Tehama	0.014%		0.0117771%
County	<i>Trinity County</i>	Trinity	0.082%	0.101%	0.0855476%
County	<i>Tulare County</i>	Tulare	0.809%	0.990%	0.8410949%
City	Dinuba	Tulare	0.014%		0.0116929%
City	Exeter	Tulare	0.004%		0.0032479%
City	Farmersville	Tulare	0.003%		0.0027879%
City	Lindsay	Tulare	0.007%		0.0057111%
City	Porterville	Tulare	0.021%		0.0171845%
City	Tulare	Tulare	0.037%		0.0302273%
City	Visalia	Tulare	0.066%		0.0545872%
County	<i>Tuolumne County</i>	Tuolumne	0.486%	0.594%	0.5047621%
County	<i>Ventura County</i>	Ventura	2.192%	2.681%	2.2781201%
City	Camarillo	Ventura	0.002%		0.0012815%
City	Fillmore	Ventura	0.002%		0.0020294%
City	Moorpark	Ventura	0.008%		0.0067337%



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	0.1617338%
City	Port Hueneme	Ventura	0.021%		0.0174145%
City	San Buenaventura (Ventura)	Ventura	0.085%		0.0702181%
City	Santa Paula	Ventura	0.014%		0.0119072%
City	Simi Valley	Ventura	0.065%		0.0533043%
City	Thousand Oaks	Ventura	0.022%		0.0179902%
County	<i>Yolo County</i>	Yolo	0.357%	0.437%	0.3713319%
City	Davis	Yolo	0.055%		0.0451747%
City	West Sacramento	Yolo	0.066%		0.0544321%
City	Woodland	Yolo	0.058%		0.0477904%
County	<i>Yuba County</i>	Yuba	0.214%	0.262%	0.2225679%
City	Marysville	Yuba	0.014%		0.0112079%



APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

- a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were not previously reimbursed and which were paid or incurred (i) prior to December 31, 2022 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting any CA Allocation Agreement(s) concerning a settlement with any Opioid Defendant(s). *Costs* does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.
- b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section X and Exhibit R of the CVS Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the Distributor Settlement Agreement, Section XI and Exhibit R of the Janssen Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, or Section IX and Exhibit R of the Walmart Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.
- c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.
- d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

- a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating National Opioid Settlements with various manufacturers, distributors, and chain pharmacies.
- b) Claims Procedure.
 - i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section X and Exhibit R of the CVS Settlement



Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, Section IX and Exhibit R of the Walmart Settlement Agreement, Section X or Exhibit R of the Distributor Settlement Agreement, or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

- ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of “hard” costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.
- iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.
- iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.
- v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for



reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.

- vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section V(B)(2) of the CVS Settlement Agreement.
- vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and CVS a report of the fees and expenses incurred by the Special Master pursuant to Section V(B)(2) of the CVS Settlement Agreement.

c) Claims Priority and Limitation.

- i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.
- ii. Final Awards of Costs that do not exceed seventy-five thousand dollars (\$75,000.00) will be paid next in priority after the Special Master's approved invoices.
- iii. Final Awards of Costs in excess of seventy-five thousand dollars (\$75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.
- iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.
- v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.
- vi. In no event shall more than \$28 million of the total CA Subdivision Funds paid pursuant to the CVS Settlement Agreement, Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, Janssen Settlement Agreement, Walgreens Settlement Agreement, and the Walmart Settlement Agreement be used to pay Costs.



d) Collateral Source Payments and Third-Party Settlement.

- i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund. Any Plaintiff Subdivision that has submitted for reimbursement to any national fund and has not received a final determination by the First Claims Date may request that the settlement administrator withhold some or all of its payment from the CA Subdivision Fund in order to avoid repayment.

- ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.



APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the CVS Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys’ Fees, Costs, and Expenses) of the CVS Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the CVS Settlement Agreement and CA CVS Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the CVS Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the CVS Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the CVS Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of “State Back-Stop Agreement” in Exhibit R of the CVS Settlement Agreement requires such agreements to be between “a Settling State” and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]

[SUBDIVISION SIGNATURE BLOCK]

[DATE]

[COUNSEL SIGNATURE BLOCK]

[DATE]

[ATTORNEY GENERAL SIGNATURE BLOCK]





ZUCKERMAN
SPAEDER

Eric R. Delinsky
PARTNER
Zuckerman Spaeder LLP
edelinsky@zuckerman.com
202-778-1831

January 27, 2023

VIA EMAIL

Renuka R. George, Esq.
Senior Assistant Attorney General
Healthcare Rights and Access, California Department of Justice
Office of Attorney General Rob Bonta
1300 I Street
Sacramento, CA 95814
Email: renuka.george@doj.ca.gov

Re: CVS Opioids Settlement Agreement

Dear Ms. George:

This letter summarizes the agreement reached between CVS and the State of California regarding the multistate CVS Settlement Agreement dated December 9, 2022 regarding opioid claims by states and subdivisions (the "Multistate CVS Settlement Agreement").

CVS Health Corporation and CVS Pharmacy, Inc., and all of their past and present direct and indirect parents and subsidiaries ("CVS"), and the State of California, by and through its Attorney General Rob Bonta, have agreed to the following modifications to the Multistate CVS Settlement Agreement in its application to California. For the avoidance of doubt, the limited modifications set forth below apply only to California and to no other state or territory.

Incentives B and C with 99% C Participation

- At 99 percent participation for both Incentive B and C, Incentive B is to be treated as 100 percent for California, while Incentive C remains at 99. Under this scenario, California would earn 92.6 percent of its maximum remediation share through base payments and Incentive B and Incentive C earnings. This percentage is subject to increases if Incentive D payments are earned.
- At 98 percent participation for Incentive B but 99 percent for Incentive C, Incentive B is to be treated as 99 percent for California, while Incentive C remains the same. Under this scenario, California would earn 91.2 percent of its maximum remediation share through base payments and Incentive B and Incentive C earnings. This percentage is subject to increases if Incentive D payments are earned.
- There are no other changes to Incentives B and/or C in the event of 99% participation for Incentive C.

1800 M STREET NW, STE. 1000, WASHINGTON, DC 20036-6807 | T 202.778.1800 | F 202.822.8106

ZUCKERMAN SPAEDER LLP | WASHINGTON, DC | NEW YORK | TAMPA | BALTIMORE

OFFICE OF ATTORNEY GENERAL ROB BONTA
JANUARY 27, 2023
PAGE 2

Incentives B and C with 98% C Participation

- At 98 percent participation for both Incentives B and C, Incentive B is to be treated as 99 percent for California. Under this scenario, California would earn 88.4 percent of its maximum remediation share through base payments and Incentive B and Incentive C earnings. This percentage is subject to increases if Incentive D payments are earned.
- There are no other changes to Incentives B and/or C in the event of 98% participation for Incentive C.

There are no other changes to Incentives B and/or C.

Incentive D Modifications

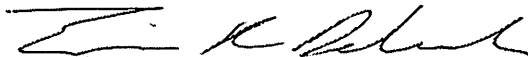
- 100 percent Incentive C participation = 6 percent Incentive D
- 99 percent Incentive C participation = 6 percent Incentive D
- 98 percent Incentive C participation = 7 percent Incentive D
- 97 percent Incentive C participation = 7 percent Incentive D
- 96 percent Incentive C participation = 8 percent Incentive D
- Below 96 percent Incentive C participation = 10 percent Incentive D

These limited California-specific modifications to the application of Incentives B and C were a necessary condition for California's decision to sign-on as a participating state to the Multistate CVS Settlement Agreement. The modifications to Incentives D were a necessary condition for CVS's agreement to the Incentive B and C modifications.

For the avoidance of doubt, all other terms and provisions in the Multistate CVS Settlement Agreement remain the same, including without limitation all participation tiers not specified above, all definitions, all release provisions, the ten-year payment schedule and all other terms and provisions of the payment schedule, and all other terms and provisions.

These terms shall be included in a stipulated judgment to be filed in a Superior Court in the State of California.

Sincerely,



Eric R. Delinsky
Counsel for CVS

OFFICE OF ATTORNEY GENERAL ROB BONTA
JANUARY 27, 2023
PAGE 3

SO AGREED BY AND ON BEHALF OF THE STATE OF CALIFORNIA:



Name: Renuka George
Title: Senior Assistant Attorney General
Date: 1/30/2023

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVING THE GRANT WRITING AND ADVOCACY SERVICES PROPOSAL SUBMITTED BY TOWNSEND PUBLIC AFFAIRS, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROPOSAL
DATE: MAY 9, 2023

ISSUE

Shall the City Council adopt Resolution No. 23-29, approving the Grant Writing and Advocacy Services Proposal submitted by Townsend Public Affairs, Inc. and authorizing the City Manager to execute all documents necessary to effectuate the proposal?

BACKGROUND

The City Council previously voted to enter into a contract with Townsend Public Affairs, Inc. (“TPA”) to plan and execute funding advocacy trips for Council Members and the City Manager to both Sacramento and Washington D.C. These trips were to follow up on the prior successful advocacy of staff, assisted by TPA, to request federal appropriations funding from Senator Padilla, Senator Feinstein and Congressman Duarte for the “Mendota Pavement Management Project” and the “Mendota Community Center Project”. The Sacramento advocacy trip took place on April 17 and 18, 2023 and was productive, with City staff being encouraged to apply for several grant programs due in the coming months. Additionally, in meetings with Legislators, Senior Capitol Staff, and State Department Executives, the City was able to successfully convey the needs of the community to key decision makers, and were encouraged to continue engaging in advocacy and funding efforts related to roads, parks and recreation, and water quality. The Washington D.C. advocacy trip is scheduled for May 2023.

ANALYSIS

The previous contract the City entered into for the two advocacy trips was in the amount of \$10,000. The proposed contract would waive one month’s fee, in the amount of \$5,000, if entered into during the month of May 2023, in order to build upon the past success from the advocacy trips and ensure that the momentum continues towards the funding of council’s priority projects.

FISCAL IMPACT

The contract would be in the amount of \$5,000 a month with funds being divided across the General, Water, and Sewer Funds. The contract would be for a period of two years, with a 30-day no fault termination clause, allowing the City to end monthly services at any time. These funds could be offset with grant funding won as a result of the contract.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 23-29, approving the Grant Writing and Advocacy Services Proposal submitted by Townsend Public Affairs, Inc. and authorizing the City Manager to execute all documents necessary to effectuate the proposal.

Attachments:

1. City of Mendota Sacramento Advocacy Trip Itinerary
2. Resolution No. 23-29
3. Exhibit "A" - Proposal for Grant Writing and Funding Advocacy Services



**City of Mendota
Sacramento Advocacy Trip
April 17 – 18, 2023**

Townsend Public Affairs Contacts:

Andres Ramirez (916) 505-9863

Alex Gibbs (714) 883-6967

**Dinner/Meeting Prep with TPA
Monday, April 17
6:30 PM**

- We will have an opportunity to go over the agenda for Tuesday and discuss the dynamics of each meeting.
- We will review some of the speaking points at a high level.

**Arrive/Briefing
925 L Street, Suite 1404, Sacramento, CA 95814.
Tuesday, April 18
9:00 AM**

Townsend Public Affairs Office

**Office of Senator Anna Caballero
Capitol Swing Space @ 1021 O Street, Suite 7620
Tuesday, April 18
10:00 AM**

MEETING PURPOSE:

- Develop working relationship with the office.
- Discuss State Budget Requests and explain project needs.
- Share information about water needs in Mendota.
- Share information about homelessness in Mendota.
- Ask about extending DMV service in Mendota.
- Ask about the Senator's legislative package and how we can support her.

SUGGESTED SPEAKING POINTS:

- Mendota is a small rural city in Fresno County with under 13,000 people, the majority of which are Latino. Our community is largely underserved, and we struggle to maintain critical infrastructure and community services with the relatively small amount of funds we have.
- As you know, we submitted a State Budget Request Letter to your office, listing three priority projects in our community:

- The Mendota Pavement Management Project - \$5 million
 - This would be half of the project cost and we are working to try and find funding at the federal level through congressional appropriations and are also exploring grant opportunities, while fully utilizing our SB 1 dollars.
 - The City of Mendota previously received funding from the Fresno Council of Governments (COG) to conduct a study that found an overwhelming majority of city streets and roads are in a failing condition. This is due in part to the frequent use by heavy trucks passing through the city to deliver produce and other goods.
 - This was selected by Congressman Duarte as one of his 15 Community Funding Requests in the amount of \$5 million. We would love to leverage this investment with matching funds from the State of California.

- Mendota Community Center - \$8 million
 - The City of Mendota currently has no community center space that could serve as a hub for emergency services or recreation in the community.
 - The city has allocated land at Rojas-Pierce Park for the construction of a new community center and has attempted to secure state funding through several unsuccessful grant applications.
 - The location was selected due to its centralized location in the community making it easy to access in the event of an emergency. The proposed project will create a new and long-term resource for the community to access ongoing programs like educational, employment and workforce development support. The requested funds will allow for the completion of design and construction of the entire building by 2026.

- Mendota Animal Control Facility - \$2 million
 - We are currently operating our animal control operations out of a temporary storage facility which is inadequate for the needs that the animals and our staff have.
 - Due to the temporary and inadequate nature of the facility, the city is unable to allow volunteers on the premises to assist with animal care.
 - We have already secured designs and plans for a proposed facility, the requested funds would allow for the construction of a new animal control building and we are shovel ready.

- Homelessness: We want to create a housing navigation center – and we are actively looking at the State Encampment Resolution Fund, but we are likely ineligible due to our local homeless issue being less concentrated in encampments/cohorts and more disbursed with unhoused individuals.
 - No quality facility on the west side of the County – so neighboring Cities would be willing to pitch in for Mendota to be host location.

- Water: Mendota has significant water needs that are expected to grow in the near future. Specifically:
 - We need more water for the region to ensure the citizens of Mendota have jobs in agriculture.
 - We need more drinking water and wastewater capacity to keep up with the demands of the community.

- For water, we have two main projects –
 - The first being a drinking water filter upgrade to ensure our treatment plant can treat additional water as the demand and the city grows.
 - The second is a “backwash recycle project”. Mendota owns and operates a water treatment plant for the removal of iron and manganese with a nominal capacity of 3,000 gallons per minute (gpm) The plant utilizes pressure filtration that requires a daily backwash with a backwash volume of approximately 42,600 gallons (average daily usage based on 2018 to 2020 data).
 - Currently, this backwash water is disposed of at the Wastewater Treatment Facility.
 - This project proposes a backwash reclaim tank that will settle out the solids from the filter allowing the backwash water to be returned to the head of the plant and then treated. **This will increase the overall plant efficiency and reclaim approximately 16 million gallons per year that are presently wasted to the City’s Wastewater Treatment Plant.**
 - We are working to identify funding through DWR and SWRCB.
- DMV: Currently the DMV leases a part of a city owned building to provide services Thursday and Friday. This is not adequate for our community and those in neighboring communities who use our DMV.
 - We would like to find a path forward to work with the DMV to urge them to operate Monday through Friday.
 - How we can be supportive of your legislative agenda? Are there any bills you are authoring where we could provide support or where you need strategic city feedback or examples?

California Department of Parks and Recreation

715 P Street, 13th Floor, Sacramento, CA 95814

Tuesday, April 18

11:15 AM

MEETING PURPOSE:

- Develop working relationship with the Department’s Office of Grants and Local Services
- Share information about Mendota and its demographics.
- Share information about Parks in Mendota and lack of recreation/green space.
- Ask about upcoming grant solicitations that State Parks plans to roll out soon.

SUGGESTED SPEAKING POINTS:

- Alex spoke with Nancy Banda and will lead this conversation.
- Mendota is a small rural city in Fresno County with under 13,000 people, the majority of which are Latino. Our community is largely underserved, and we struggle to maintain critical infrastructure and community services with the relatively small amount of funds we have.
- We would like to learn more about upcoming Statewide Parks Program solicitation.

- The City has a regional trails program project idea – but has run into right-of-way issues.
-

Lunch/Meeting with Eric Thronson
Tuesday, April 18
12:30 PM

- Eric is our firm's transportation expert. He has been the Chief Consultant to the Assembly Transportation Committee and was the Deputy Director of Legislation and Finance at the California Transportation Commission (CTC).
 - We will discuss Mendota's roadway issues and go over a plan of action for advocacy to develop the relationships necessary to secure funding for Mendota's roads.
-

Office of Assembly Member Esmeralda Soria
Capitol Swing Space @ 1021 O Street, Suite 4110
Tuesday, April 18
2:30 PM

MEETING PURPOSE:

- Develop working relationship with the office.
- Discuss State Budget Requests and explain project needs.
- Share information about water needs in Mendota.
- Share information about homelessness in Mendota.
- Ask about extending DMV service in Mendota.
- Ask about the Assembly Member's legislative package and how we can support her.

SUGGESTED SPEAKING POINTS:

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 - We would like to find a path forward to work with the DMV to urge them to operate Monday through Friday.
 - How we can be supportive of your legislative agenda? Are there any bills you are authoring where we could provide support or where you need strategic city feedback or examples?

California Department of Water Resources
 715 P Street, 8th Floor (Turquoise Room), Sacramento, CA 95814
Tuesday, April 18
3:30 PM

MEETING PURPOSE:

- Build a working relationship with DWR Senior Administrators
- Share local/regional concerns with water quality, water supply, and the effect on rates.
- Ask about the funding opportunities They and/or SWRCB administer for these types of projects.
- Learn about DWRs priority initiatives and offer to provide the perspective of a small rural community.

SUGGESTED SPEAKING POINTS:

- Mendota is a small rural city in Fresno County with under 13,000 people, the majority of which are Latino. Our community is largely underserved, and we struggle to maintain critical infrastructure and community services with the relatively small amount of funds we have.
- Water: Mendota has significant water needs that are expected to grow in the near future. Specifically:
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 - This project proposes a backwash reclaim tank that will settle out the solids from the filter allowing the backwash water to be returned to the head of the plant and then treated. **This will increase the overall plant efficiency and reclaim approximately 16 million gallons per year that are presently wasted to the City’s Wastewater Treatment Plant.**
 - We are working to identify funding through DWR and SWRCB.
- While we understand that most funding opportunities go through the State Water Resources Control Board, are there any that pass through the Department of Water Resources? Or can you help point us in the proper direction?
 - How is the Department of Water Resources working on making sure farmers have water to farm? What are the discussions at the Department around how we can sustain our important Agricultural Economy in times of increasing drought?
 - How is the Department engaging underserved communities like Mendota and where there might be opportunities for feedback on the rollout of water related programs and State policies?
 - Can you share more about the Department’s Human Right to Water Policy and what that entails?
 - Are there any initiatives or regulatory matters where our coalition could provide support or where you need strategic municipal feedback?

**BEFORE THE CITY COUNCIL
OF THE
CITY OF MENDOTA, COUNTY OF FRESNO**

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
THE GRANT WRITING AND ADVOCACY
SERVICES PROPOSAL SUBMITTED BY
TOWNSEND PUBLIC AFFAIRS, INC., AND
AUTHORIZING THE CITY MANAGER TO
EXECUTE ALL DOCUMENTS NECESSARY
TO EFFECTUATE THE PROPOSAL**

RESOLUTION NO. 23-29

WHEREAS, on March 28, 2023, the City Council previously contracted Townsend Public Affairs, Inc. (“TPA”), to provide State and Federal advocacy trip support services to the City of Mendota (“City”); and

WHEREAS, it is the desire of the City Council to contract TPA to provide continued grant writing and advocacy services; and

WHEREAS, TPA has submitted a Proposal for Grant Writing and Funding Advocacy Services and the proposal has been deemed satisfactory by City staff; and

WHEREAS, funding has not been previously allocated for this service, but given the significant positive impact that may result from the proposed services, the City believes it is important that these consultant be contracted.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota, that the City of Mendota hereby accepts the proposal submitted by TPA for Grant Writing and Funding Advocacy Services, attached as Exhibit “A” to this Resolution.

BE IT FURTHER RESOLVED that the City Council of the City of Mendota hereby authorizes the City Manager, or his designee, to execute all other documentation, including agreements consistent with Exhibit “A,” subject to such reasonable modifications, revisions, additions, and deletions as he may approve prior to execution, said execution to provide conclusive evidence of such approval.

Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 9th day of May, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

EXHIBIT A

TOWNSEND

PUBLIC AFFAIRS

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SOUTHERN CALIFORNIA



**Proposal for
Grant Writing and Funding
Advocacy Services**

April 25, 2023

April 25, 2023

Victor Martinez, Mayor
City of Mendota
643 Quince Street
Mendota, CA 93640

Dear Mayor Martinez:

Thank you for the opportunity for Townsend Public Affairs, Inc. ("TPA") to submit our proposal for Grant Writing and Funding Advocacy Services to the City of Mendota ("City").

Since its inception in 1998, TPA has earned the reputation as **Champions for Better Communities** by providing the experience, resources, and relationships expected from a premier legislative advocacy and grant writing firm while also giving clients the unique brand of customer service they deserve: personal attention, maximum accessibility, and passion for their mission.

Our strategic approach to advocacy and funding is tailored to meet the individual needs of each client by leveraging the breadth and depth of our team as well as our vast network of relationships with key stakeholders and decision makers.

Utilizing this method on behalf of our clients, TPA has shepherded over 100 legislative and regulatory proposals into law, and secured over \$2.6 billion in grants from state, federal, and local government agencies as well as nonprofit foundations and private companies.

Thank you again for your interest in our firm and your consideration of this proposal. Please contact us if you have any questions or need additional information. We would be honored to serve the City of Mendota.

Yours truly,



Christopher Townsend
President

FIRM OVERVIEW

TPA is a state and federal legislative advocacy and grant writing firm that provides lobbying and funding services to public agencies and nonprofit organizations throughout California.

- Founder/Owner/President: Christopher Townsend
- Advocacy Success: Shepherded **over 100** client-sponsored legislative proposals into law
- Funding Success: Over **\$2.6 billion** in state, federal, and local government grants as well as grants from nonprofit organizations and private companies
- Longevity: 25 years (founded in 1998)
- Number of Employees: 19
- Number of Registered State and Federal Lobbyists and Grant Writers: 15
- Number of Offices: Five
 - TPA State Capitol Office, Sacramento
 - TPA Federal Office, Washington, DC
 - TPA Northern California Office, Oakland
 - TPA Central California Office, Fresno
 - TPA Southern California Office, Newport Beach
- Types of Clients:
 - City Governments
 - County Governments
 - Water and Sanitation Districts
 - Transportation Districts
 - K-12 School Districts
 - Community College Districts
 - Parks and Recreation Districts
 - Fire Protection Districts
 - Museums, Science Centers, and Cultural Facilities
- Areas of Specialization:
 - Local Governance (Cities, Counties, Special Districts)
 - Transportation Policy and Infrastructure
 - Water and Sanitation Policy and Infrastructure
 - Education Policy and Infrastructure
 - Housing and Economic Development
 - Parks and Community Facilities (Recreational, Cultural, Historical)
 - Energy, Environment, and Natural Resources
 - Public Safety
 - Budget and Finance



STATE/FEDERAL BUDGET EARMARKS

The following tables provide an overview of the state and federal earmarks that TPA has secured on behalf of our clients over the last several years. For each award, TPA strategized with our clients to identify priority projects and transform them into budget requests. TPA then worked closely and diligently with relevant State Legislators and Members of Congress (and their staff), as well as other key stakeholders to ensure our client projects were included in the final budget.

FY 2022-23 STATE BUDGET EARMARKS		
Client Name	Project	Amount Awarded
California Academy of Sciences	Thriving California Environmental Learning Plan	\$2,100,000
City of Agoura Hills	Linear Park Project	\$6,000,000
City of Anaheim	Boysen Park Rehabilitation	\$15,000,000
City of Berkeley	Marina and Pier Projects	\$15,000,000
City of Buena Park	Water System Improvements	\$5,000,000
City of Compton	Artesia Boulevard Bridge Rehabilitation	\$12,000,000
City of Costa Mesa	Citywide Park Project	\$10,000,000
	Ketchum Liboldt Park	\$1,200,000
	Fairview Developmental Center	\$3,500,000
City of Del Mar	Del Mar Bridge Replacement Project	\$2,200,000
City of Dinuba	Fire Department Equipment and Training	\$2,000,000
City of Farmersville	Fire Station Construction	\$7,000,000
City of Fremont	Teen Center Building Upgrades	\$8,000,000
	Sabercat Bridge and Trail project open space acquisition and planning	\$6,000,000
	I-680 Sabercat Bridge Infrastructure	\$6,000,000
	Housing Navigation Center	\$500,000
City of Fullerton	Navigation Center Project	\$6,000,000
City of Gardena	Broadband Infrastructure	\$4,000,000
	Revitalization of Gardena Boulevard	\$2,000,000
City of Hayward	Scattered Site Housing Model to Create Cost-Effective Permanent Housing for unhoused individuals	\$5,400,000
City of Huntington Beach	Mental Health Crisis Unit	\$1,500,000
City of Irvine	Sweet Shade Park	\$2,800,000
	Mental Health Crisis Unit	\$1,500,000
City of La Habra	Imperial/Coyote Creek Sinkhole	\$8,500,000
City of Laguna Beach	Mental Health Crisis Unit	\$1,500,000
City of Merced	Merced Regional Fire Training Center	\$3,000,000
City of Oakland	Teachers Rooted in Oakland (TRiO) Program	\$5,000,000
City of Palo Alto	Replacement of Fire Station 4	\$5,200,000
	Newell Road Bridge Replacement	\$2,000,000
City of Parlier	Parlier Police Station	\$2,500,000
City of Santa Clara	Magical Bridge All-Inclusive Playground in Central Park	\$800,000
City of South San Francisco	Linden Park Project	\$3,200,000



CLIENT SERVICE TEAM

	County of San Mateo Union Community Alliance	\$1,500,000
City of Tustin	Centennial Park Rehab Project	\$4,800,000
Discovery Cube Los Angeles	Sustainability Park Project	\$5,000,000
Discovery Cube Orange County	Santiago Creek Sustainability Park	\$10,000,000
Imperial County	Lithium Valley Specific Plan and PEIR	\$5,000,000
Land Conservancy of San Luis Obispo County	Camatta Ranch Preservation	\$2,500,000
North Orange County Public Safety Task Force	Servicing the Public Safety Collaborative efforts within the cities of Anaheim, Brea, Buena Park, Fullerton, La Habra, Stanton, and Placentia	\$8,000,000
Oakland Museum of California	Calli Americas Poster Collection Digitizing and Cataloguing Project	\$250,000
Port of Hueneme	eCrane - Electrical Crane Plug-In Infrastructure	\$5,000,000
Tri-Valley Cities Coalition	Valley Link Rail Project (Environmental Study and Preliminary Engineering)	\$5,000,000
TOTAL FY 2022-23 STATE BUDGET EARMARKS:		\$200,950,000

FY 2021-22 STATE BUDGET EARMARKS		
Client Name	Project	Amount Awarded
City of Costa Mesa	Regional Fire and Rescue Facility Improvements	\$2,500,000
City of Del Mar	Del Mar Fairgrounds Operating Shortfall	\$3,500,000
City of Emeryville	Affordable Housing Site Remediation	\$2,500,000
City of Farmersville	Fire Engine Acquisition	\$750,000
City of Fremont	Mission Blvd Interchange Modernization Project	\$7,200,000
City of Fullerton	Hunt Library Restoration	\$2,750,000
	Homelessness Recuperative Center	\$4,000,000
City of Half Moon Bay	Carter Park Renovation Project	\$4,750,000
City of Hayward	Hayward Navigation Center	\$662,000
	South Hayward Youth Family Center Project	\$1,000,000
City of Irvine	Bommer Canyon Fire Prevention Efforts	\$1,000,000
City of Lafayette	Safe Pathway for Children Trail	\$238,000
City of Modesto	Infrastructure Improvements to County Islands	\$5,000,000
City of Oakland	Oakland Fund for Public Innovation for the California Entrepreneurship Capital in the Community Initiative	\$8,000,000
	Local Jurisdiction Assistance for Cannabis Equity Program	\$9,905,020
	Oakland MACRO Project	\$10,000,000
	Port of Oakland Freight and Passenger Infrastructure Enhancements	\$280,000,000
City of Pismo Beach	Public Safety Communications Equipment	\$470,000
City of Reedley	Olson/Kings River Sewer Main Replacement	\$2,800,000
City of San Leandro	Memorial Park Rehabilitation Project	\$2,750,000
City of San Pablo	Alternative Policing and Mental Health Program	\$2,000,000
City of Santa Ana	Youth Facilities Improvements	\$4,000,000



City of South San Francisco	Vehicle License Fee Adjustment	\$3,000,000
City of Tracy	Multi-Generational Recreation Center	\$5,000,000
City of Tustin	New Emergency Backup Generator	\$1,500,000
Discovery Science Foundation	Discovery Cube of Orange County Re-Opening Operating Expenses	\$2,040,000
	Discovery Cube of Los Angeles Re-opening Operating Expenses	\$2,600,000
North Orange County Public Safety Task Force	North Orange County Public Safety and Homelessness Task Force Program Extension	\$7,800,000
TOTAL FY 2021-22 STATE BUDGET EARMARKS		\$377,715,020

FY 2019-20 STATE BUDGET EARMARKS		
Client Name	Project	Amount Awarded
City of Agoura Hills	Stormwater Treatment Project	\$1,000,000
City of Avalon	Underground Fuel Tank Removal and Replacement	\$500,000
City of Buena Park	Historical Facilities Renovations	\$500,000
City of Costa Mesa	Lions Community Park	\$1,000,000
City of Dinuba	Water Well Replacement	\$1,000,000
City of Huntington Beach	Multi-Use Blufftop Path	\$1,700,000
City of Laguna Beach	Laguna Canyon Road Fuel Modification	\$1,000,000
	Public Safety Projects	\$4,000,000
City of Oakland	Bus Services	\$1,000,000
	Storm Drain, Storage, and Recharge	\$1,500,000
City of Selma	Storm Drain, Storage, and Recharge	\$1,500,000
Discovery Cube of Los Angeles	Natural Resources Pavilion	\$5,000,000
Discovery Cube of Orange County	Property Acquisition/Parking Structure	\$10,000,000
East Contra Costa Fire Protection District	Equipment, Vehicles, and Facilities Acquisitions and Improvements	\$500,000
North County Transit District	Del Mar Bluffs Stabilization Project	\$6,130,000
Tri Valley Cities Coalition	Dublin Sports Grounds All-Abilities Playground	\$1,400,000
TOTAL FY 2019-20 STATE BUDGET EARMARKS		\$36,230,000

**CUMULATIVE TOTAL STATE BUDGET EARMARKS
FOR FY 2019-20, FY 2021-22, AND FY 2022-23:**

\$614,895,020



FY 2023 FEDERAL APPROPRIATIONS EARMARKS		
Client	Project	Amount Awarded
City of Avalon	Pebble Beach Road	\$2,000,000
Affordable Community Living	Veteran Housing Project	\$1,000,000
City of Berkeley	Martin Luther King Junior Youth Services Center Renovation	\$750,000
City of Del Mar	Shoreline Access Improvement Project	\$750,000
Discovery Cube Los Angeles	Community Pavilion and Gardens	\$2,000,000
Discovery Cube Orange County	Santiago Creek Festival Grounds Sustainability Park	\$2,000,000
City of Dinuba	Well 21	\$1,500,000
City of Emeryville	Intergenerational Affordable Housing Project on San Pablo Avenue	\$500,000
City of Gardena	Rosecrans Community Center	\$1,000,000
Guadalupe Union School District	Early Childhood Education Center	\$2,000,000
City of Half Moon Bay	Highway 1/ Frenchman Creek Intersection and Bike/Ped Improvements	\$2,000,000
City of Hesperia	Cedar Street	\$2,000,000
City of Lafayette	School Street Safe Routes to Schools	\$3,100,000
Merced County Association of Governments	YARTS Fleet Replacement Project	\$3,680,000
City of Murrieta	Keller Ave Interchange	\$2,600,000
North Orange County Public Safety Collaborative	Collaborative Funding	\$5,000,000
City of Oakland	Coliseum Place Affordable Housing Project	\$750,000
City of Oakland	Procedural Justice/Community Police Trust	\$646,000
City of Oakland	Lincoln Center Resilience Hub	\$2,000,000
Orange County Housing Finance Trust	Funding to Support Permanent Supportive and Low-Income Housing	\$3,000,000
City of Ontario	Active Seniors on the Go	\$439,094
City of Pleasanton	PFAS Treatment and Well Rehabilitation Project	\$2,000,000
City of Palmdale	Ave. M Grade Separation Project	\$2,000,000
City of Palmdale	Ave. M Grade Separation Project	\$1,500,000
City of Parlier	Police Station Rehabilitation and Improvements	\$875,000
Rancho Santiago Community College District	Workforce Development Pathways Targeting Dislocated and At-Risk Populations	\$2,000,000
City of Santa Clara	Fire Station Microgrid Project	\$500,000
City of Santa Clara	Anna Drive Neighborhood Flood Protection Project	\$3,000,000
City of South El Monte	Merced Avenue Greenway Project	\$3,000,000
Sunline Transit Agency	Fueling Infrastructure Expansion	\$2,500,000
City of Tulare	Water Delivery System	\$500,000
City of Tulare	Emergency Homeless Shelter	\$1,500,000
Yorba Linda Water District	Green Crest Lift Station	\$300,000
Yosemite Community College District	Modesto Junior College Regional Fire Training Facility Apparatuses and Props	\$2,000,000
TOTAL FY 2023 FEDERAL APPROPRIATIONS EARMARKS		\$60,390,094



FY 2022 FEDERAL APPROPRIATIONS EARMAKRS		
Client Name	Project	Amount Awarded
Amity Foundation	Mother's Hub Residence	\$2,838,521
Cities of Anaheim, Brea, Buena Park, Fullerton, Stanton, Placentia	North Orange County Public Safety and Homelessness Task Force	\$5,000,000
Cities of Dublin, Livermore, and Pleasanton	AXIS Mental Health Urgent Care	\$450,000
City of Agoura Hills	Community Center	\$1,000,000
City of Beaumont	Pennsylvania Avenue Widening	\$1,500,000
City of Berkeley	African American Holistic Resource Center	\$1,000,000
City of Brea	Tracks at Brea Extension	\$2,000,000
City of Chino Hills	Open Space Fuel Reduction	\$565,000
City of El Monte	MacLaren Community Park Project	\$1,500,000
City of Emeryville	Contaminated Remediation for Housing	\$2,000,000
City of Hesperia	Maple Avenue Street Improvements	\$2,000,000
City of Huntington Beach	Sand Mitigation	\$15,500,000
	Mobile Crisis Response Program	\$500,000
City of Murrieta	Homeless Outreach Services Funding	\$500,000
City of Oakland	Mental Health Resilience Project	\$1,230,000
	Mental Health Resilience Project	\$734,000
	Broadway - Bus and Pedestrian Safety	\$2,000,000
	Violence Prevention Project	\$200,000
City of Placentia	Golden Avenue Bridge	\$2,200,000
City of San Ramon	Iron Horse Trail Crow Canyon Road Iron Horse Trail Bicycle-Pedestrian Overcrossing	\$2,000,000
City of Santa Clara	City of Santa Clara De La Cruz Blvd, Lick Mill Blvd, and Scott Blvd Bicycle Projects	\$2,725,000
City of Stanton	Orangewood Parkette	\$850,000
Discovery Cube of Orange County	Land Acquisition and Development for Sustainability Festival	\$2,000,000
East Contra Costa Fire Protection District	Fire Station	\$1,500,000
Guadalupe Union School District	LeRoy Park	\$1,700,000
North County Transit District	Hydrogen Fuel Cell Electric Bus Station	\$1,717,836
Rancho Santiago Community College District	RSCCD Digital Access Consortium	\$2,000,000
Town of Danville	Danville Townwide Traffic Signal Modernization	\$1,000,000
	Iron Horse Trail Bridge, Nature Park, and Pedestrian Safety Project	\$350,000
Yorba Linda Water District	Heli-Hydrant	\$500,000
TOTAL FY 2022 FEDERAL APPROPRIATIONS EARMARKS		\$59,060,357

**TOTAL FEDERAL APPROPRIATIONS EARMARKS
FOR FY 2022 and FY 2023:
\$119,390,451**



GRANT FUNDING ACHIEVEMENTS

This table provides an overview of our grant funding achievements on behalf of our clients from state, federal, and local government agencies as well as private and nonprofit grant programs.

These amounts represent grants secured through a competitive and/or legislative process and do NOT include any funds awarded to clients via formulas or related forms of funding entitlements.

Policy Sector	State Funding	Federal Funding	All Sources
Water and Sanitation	\$128.9 Million	\$12.9 Million	\$141.8 Million
Transportation	\$619.2 Million	\$188.3 Million	\$807.5 Million
Education	\$253.1 Million	\$49.9 Million	\$303.0 Million
Parks and Recreation	\$255.4 Million	\$30.1 Million	\$285.5 Million
Cultural Resources	\$139.7 Million	\$14.2 Million	\$154.0 Million
Housing and Development	\$719.2 Million	\$26.7 Million	\$745.9 Million
Public Safety	\$138.7 Million	\$79.0 Million	\$217.8 Million
TOTAL	\$2.254 Billion	\$401.4 Million	\$2.655 Billion

A DETAILED 20-PAGE SCHEDULE OF OUR STATE, FEDERAL, AND LOCAL GRANT FUNDING ACHIEVEMENTS CAN BE PROVIDED UPON REQUEST



CLIENT SERVICE TEAM

PROFESSIONALS

With a team of 15 registered funding advocates and grant writers, TPA has the breadth and depth of experience AND the ability to deploy as many advocates as needed to maximize success for the City while minimizing the burden on City staff. TPA proposes a dedicated team of five people to perform grant writing and funding advocacy services.



Christopher Townsend

President

Role: Managing Principal/Senior Strategic Advisor



Alex Gibbs

Grants Manager

Role: Grant Writer/Funding Advocate



Ben Goldeen

Federal Advocacy Manager

Role: Grant Writer/Funding Advocate



Andres Ramirez

Senior Associate

Role: Grant Writer/Funding Advocate



Sammi Maciel

Associate

Role: Grant Writer/Funding Advocate

Resumes for each member of the client service team can be found on the following pages.





Christopher Townsend, President: Christopher founded TPA in 1998 and has 40 years of experience in public affairs, legislative advocacy, and grant writing. Christopher and TPA have represented over 315 clients, including 250 local public agencies, such as cities, counties, transportation agencies, water and sanitation districts, elementary and secondary school districts, community college districts, park and recreation districts, and other special districts, as well as nonprofit organizations.

Townsend Public Affairs, Inc.

President

1998-Present

Christopher provides leadership to a team of 15 advocates and grant writers while managing the development and implementation of strategies for the agendas of each client. His achievements include:

- Under Christopher's leadership, TPA has become one of the most successful advocacy firms in California (and is continually recognized as a "top ten" firm registered with the California Secretary of State) while still providing the personalized attention and focus of a small boutique firm.
- Under Christopher's leadership, TPA has shepherded **over 100** legislative and regulatory proposals into law over a wide range of policy areas, including local governance, water and sanitation, transportation, housing and economic development, parks and natural resources, historical and cultural resources, elementary and secondary education, higher education, and public safety. The bipartisan capabilities of the firm are evidenced by legislative and funding successes over the tenure of several federal and state administrations, including: President Bill Clinton, George W. Bush, Barack Obama, Donald Trump, and Governors Pete Wilson, Gray Davis, Arnold Schwarzenegger, Jerry Brown, and Gavin Newsom.
- Christopher and his team have secured over **\$2.6 billion** in local, regional, state, and federal government grants as well as private and nonprofit grants for a multitude of legacy projects in the policy sectors of water and sanitation, transportation, education, housing and economic development, parks and natural resources, historical and cultural resources, and public safety.
- Maintains close bi-partisan relationships with several members of the California Congressional delegation, including Senators Feinstein and Padilla, and Representatives Torres, Lowenthal, Porter, Levin, Correa, Lee, Swalwell, Napolitano, Garamendi, Carbajal, DeSaulnier, Sanchez, Lieu, Harder, Calvert, Garcia, Steel, and Kim.
- Christopher and TPA have participated in the development and implementation of several California bond propositions for the statewide ballot to provide capital funding for major infrastructure projects, including water and sanitation, transportation, education, housing and economic development, parks and natural resources, and historical and cultural resources, including Propositions 1, 1B, 1C, 1D, 1E, 12, 13, 14, 40, 47, 50, 55, 68 and 84. Most recently, Christopher worked closely with the State Legislature and the Governor's office on the drafting of SB 5 (De Leon), which authorized a **\$4 billion** park bond that was approved on the November 2018 statewide ballot as Proposition 68.

- In 1999, Christopher was appointed by Assembly Speaker Antonio Villaraigosa to serve on the Speaker’s Commission on State and Local Government Finance.
- In 1997, Christopher was appointed by Assembly Speaker Cruz Bustamante to serve on the California Film Commission.

PepsiCo/Taco Bell Corp., Irvine, CA

Senior Director, Government & Community Affairs

1992-1998

Christopher managed and directed government and media relations, crisis management, internal communications, and marketing publicity. Christopher also managed the political action committee for state and federal political races. Additionally, Christopher managed community relations initiatives, corporate philanthropy, and the Taco Bell Foundation.

Stein-Brief Group, Inc., Dana Point, CA

Vice President, Public Affairs

1982-1992

Christopher directed government, community, and media relations at the level, state, and federal levels, including the management of all political, civic, charitable, and cultural activities. Christopher provided land-use planning and entitlement process analysis for domestic and international projects. Christopher also managed activities with numerous state and federal agencies to ensure compliance with all applicable laws and regulations governing land use. Finally, Christopher created and directed a political action committee that supported various local, state, and federal candidates and ballot initiatives.

JFK School of Government, Harvard University, Cambridge, MA

Master of Public Administration

1991

Claremont McKenna College, Claremont, CA

Bachelor of Arts, Political Science, Magna cum Laude, Political Science Honors Prize

1982

Coro Fellow

Southern California

1981

Harry S Truman Scholar

California

1980





Alex Gibbs, Grant Manager: Alex brings 11 years of public policy and legislative advocacy experience to TPA. Alex has four years of experience working for the State Legislature analyzing researching, writing, and shepherding bills through the legislative process. Alex has also secured significant grant funding for clients throughout California. Alex has expertise in the policy sectors of parks and recreation, local governance, public safety, transportation, cap and trade, and labor relations.

Townsend Public Affairs, Inc.
Grants Manager

2014-Present

During his tenure at TPA, Alex has been responsible for securing millions in competitive grant funds at the private, state, and federal levels for local public agency clients. In addition to his expertise on parks and recreation, transportation, and public safety, Alex has a strong network of relationships with State Legislators and key staff, as well as various state departments and agencies. Some of his accomplishments include:

- Alex worked with the City of San Leandro staff to secure **\$4,540,922** in grant funding from the Building Forward Library Infrastructure Program administered by the California State Library to upgrade multiple libraries throughout the City. Alex tailored the grant application's message and narrative, as well as worked with City Staff to create a project budget and timeline that would ensure competitiveness. Alex also utilized advocacy strategies that leveraged the City's strengths during the grant review process to ensure project success.
- Alex worked closely with the City of Oakland staff to secure **\$10,801,183** in grant funding from the Clean CA Local Grant Program. Alex leveraged relationships with the California Department of Transportation and the City's legislative delegation to successfully advocate for two funded projects. This funding helped the City of Oakland conduct the Courtland Creek Restoration Project, as well as the Oakland Mini Parks Beautification Project, both of which provided significant remediation and beautification of public resources for local residents.
- Alex led a team of Kern County staff through the application process to secure **\$6,515,000** in grant funding from the Prop 68 Statewide Parks Program (Round 4). This funded the South Kern Lamont Park Project which provided much needed renovations to an existing park in the community of Lamont, despite grant program guidelines which provided preferences for the construction of new parks.
- Alex collaborated with state Natural Resources Agency staff to secure a **\$3,086,000** Urban Greening Grant for the Desert Recreation District. This funded the construction of a new park and sports complex in unincorporated Riverside County. Alex then continued to work with the District on grant administration, ensuring the client was able to see the completion of their legacy project, that had been years in the making.
- Alex worked jointly with the City of South San Francisco to secure a **\$868,000** grant from the Active Transportation Program (ATP). Alex leveraged relationships with the California Department of Transportation and coordinated among local business stakeholders and school officials to craft a competitive grant application to the statewide ATP. This funding

helped the City with their Linden and Spruce Avenue Traffic Calming Improvement Project to construct major traffic calming improvements to ensure bike and pedestrian safety at crucial intersections to residential and commercial neighborhoods.

- Alex collaborated with state and federal Land and Water Conservation Fund staff to secure a **\$750,000** grant for the City of Imperial. This funded the construction of a 300 plus acre regional park and equestrian center. Alex then continued to work with the City on grant administration, ensuring the client was given the appropriate time to meet deadlines and retain their funding.
- Alex worked in concert with the City of South San Francisco to secure a **\$658,000** grant from the San Mateo County Transportation Authority's Measure A Pedestrian and Bicycle Program. Alex leveraged relationships with stakeholders in the County to ensure that the City received the funding needed for their Sunshine Gardens Project, including major traffic-calming improvements on streets frequented by students walking and riding bicycles.
- Alex worked closely with City of Novato staff to secure a **\$220,500** grant from the Food Waste Recovery program at CalRecycle. This funded a local food waste recovery effort in Marin County that allowed the City of Novato to partner with local non-profits and ensure that good food, that otherwise would go to waste, reached food banks and vulnerable residents.
- Alex has developed broad expertise with respect to public safety policy and funding. In conjunction with local stakeholders, Alex has worked successfully on a variety of public safety issues that affect local public agencies in California, including the fight against the trafficking and exploitation of minors, as well as the protection of local control regarding the manufacturing of medicinal cannabis products.

California State Senate

Legislative Aide

2012-2014

Alex worked as a member of the Eighth Senate District's legislative team representing San Francisco and San Mateo Counties. Alex's primary responsibilities included monitoring, reviewing, and making recommendations on legislation passing through the Senator's committee's as well as bills of interest to the District. Alex annually carried a bill package through the legislative process and assisted with problem bills that required more support. Alex consistently had one of the highest numbers of bills signed into law of any senate staffer.

University of San Francisco, CA

Bachelor of Arts, Politics

2011





Ben Goldeen, Federal Advocacy Manager: Ben brings 12 years of federal legislative, funding, and public policy experience. Ben has experience managing legislative activity, including bill analysis, research, and drafting particularly for federal funding opportunities. Ben has expertise in several policy sectors including water resources, healthcare, housing, environmental hazards, agriculture, foreign affairs, and resources for veterans.

Townsend Public Affairs, Inc.

Federal Advocacy Manager

2021-Present

Since joining TPA, Ben keeps clients informed of significant actions and pertinent developments in the federal government and strategizes on ways in which to influence and enact changes in Washington, DC that have concrete results for clients. Some of Ben's accomplishments include:

- Through the FY 2023 federal appropriations process, Ben worked with the City of Palmdale to secure two federal earmarks totaling **\$3.5 million** for the City's transportation and infrastructure priorities. Ben helped develop and submit a compelling request and utilized strategic advocacy to ensure the City's funding success.
- Ben helped secure **\$439,094** in FY 2023 federal community project funding for the City of Ontario's Active Seniors On the Go Program. The program will provide seniors access to recreational activities that foster health and well-being.
- Ben's nearly seven years working for members of California's Congressional Delegation has led to an extensive network of relationships both on Capitol Hill and within federal agencies. His understanding of the regional and political dynamics of the California Congressional delegation and their interactions with other members of the House and Senate are important to successfully advocating for California-based clients.
- Ben has first-hand knowledge of the current federal appropriations process, including community project funding requests. This process differs from the pre-2011 earmark process and an understanding of the need to balance transparency and politics to submit a competitive request is key. Ben has utilized his experience to successfully assist clients secure millions of dollars' worth of earmarks.
- Ben has identified new and previously-underutilized federal grants for the benefit of TPA clients. He has leveraged his relationships with key grant officials at various federal agencies to ascertain their specific priorities and buzz words required for successful grant applications. Ben then leverages that information to help TPA federal clients develop and submit more competitive federal grant applications and then provide more effective tailored advocacy to secure funding awards.
- Ben leveraged his extensive policy knowledge and utilized key relationships in the President's Administration and Congress to authorize **over \$40 million** for TPA clients through the 2022 Water Resources Development Act (WRDA). The funding will help TPA clients invest in water resources and build more resilient communities.
- Ben helped secure the authorization of **\$30 million** for California Maritime Centers of Excellence through the 2022 National Defense Authorization Act (NDAA).

US House of Representatives, Office of Rep. Jim Costa (CA-16)*Legislative Director, Senior Policy Advisor, Legislative Assistant*

2016-2021

As Legislative Director Ben developed and implemented a diverse legislative strategy ranging from transportation projects to health care, water resources, agriculture, nutrition and more. Ben updated and advised the Congressman on the latest happenings in Congress and the Administration in order to successfully advance priorities. Ben directly managed a portfolio of water resources, agriculture, trade, federal budgeting, and appropriations while overseeing the entire legislative program. Prior to serving as Legislative Director Ben served as Senior Policy Advisor and Legislative Assistant, demonstrating expertise in housing, veterans' affairs, financial services, health care, foreign affairs, intelligence, defense, and labor issues.

Maryland State Senate, Prince George's County Senate Delegation*Legislative Director*

2016

Ben managed the legislative priorities of the County's Senate delegation, successfully steering to passage dozens of bills related to local matters.

US House of Representatives, Office of Rep. Dennis Cardoza (CA-18)*Legislative and Press Assistant, Legislative Correspondent, Staff Assistant*

2010-2013

Ben advised the Congressman on a diverse range of legislative issues. In addition Ben composed, documented, and tracked office correspondence, drafted memoranda, reports, and other informational documents for Representative Cardoza and senior staff that informed legislative positions. Ben coordinated with California government, local governments, community leaders, and industry experts to address constituent problems. Ben also received and documented messages, queries, and complaints from constituents, and categorized and assigned responses to constituent mail.

Boston College*Bachelor of Arts, Political Science and Latin American Studies*

2010

University of Pennsylvania*Certificate in Community Development and Growth*

2015



Andres Ramirez, Senior Associate: Andres brings an array of knowledge, experiences, and deep connections to TPA. His work focuses on policy analysis and the unique effects that bills have on clients, shepherding bills through the legislative process, securing substantive amendments on legislation that threatens his clients' operations or priorities, and securing direct fiscal allocations through the State Budget and Federal Appropriations process. He works with both individual clients and coalition clients. Andres has significant state legislative experience in the policy sectors of energy and broadband, local governance, water, and cannabis. He also had state legislative experience in housing and transportation.

Townsend Public Affairs, Inc.

Senior Associate

2019-Present

Since joining TPA, Andres has worked in the California political arena to vigilantly track, analyze, craft strategic plans, and impact legislation and administrative regulations that will directly affect his clients.

- Andres provides expert analysis and feedback on a variety of policy issues for his clients. He successfully advocates utilizing multiple touch points, which includes crafting letters and official correspondence to bring client concerns to the attention of decision makers in Sacramento and DC, constantly being present and vocal in the halls of the Capitol – whether in committee hearings or in legislative meetings, and by utilizing his connections with key Legislators, Capitol Staff, State Agencies and Departments, and various other stakeholders.
- Andres enjoys leveraging his colleagues at TPA, all of whom bring diverse backgrounds and experiences. Utilizing a team approach to lobbying has proven successful in helping clients better navigate the complexities of the California/Washington DC political landscapes and their robust legislative and budget processes. Andres takes pride in the close relationships he maintains with his clients and ensures that he fully understands the intricacies of their unique perspectives and needs – enabling his clients to have successful outcomes in the political arena.
- Throughout his tenure at the firm, Andres has successfully secured over **\$59 million** in direct State Budget allocations for his clients. He has worked closely with the Governor's Administration, Senators, Assembly Members, Budget Committees, and other key stakeholders to deliver the capital needed for his clients' priority projects. These budget funds have enabled the development of major bridge and road infrastructure, city facilities, critical housing and homelessness programs, police and fire station construction/repair, and more. He has also successfully secured **tens of millions of dollars** in direct Federal Appropriations allocations for his clients.
- Andres worked with the City of Fremont to secure **\$7.2 million** for their i-680/Mission Boulevard Interchange Modernization Project. This allocation was critical to ensure traffic and pedestrian safety in one of the most dangerous overpasses in the East Bay Area.
- Andres worked with the City of Farmersville to secure **\$7 million** for the construction of a new fire station.

- Andres worked with the Tri-Valley Cities Coalition to secure **\$5 million** for the Valley Link Rail Project – environmental study and preliminary engineering.
- Andres worked with the City of Oakland to secure **\$5 million** for the Teacher’s Rooted in Oakland (TRiO) program, enabling educators to live within their district and providing critical cost of living stipends.
- In the Legislative arena, Andres was an instrumental part of championing legislative proposals which were signed by the Governor that increased county revenue in order to build out more efficient transportation infrastructure and reduce regional traffic.
- Andres worked to secure critical amendments in AB 1737 (Holden), exempting cities from a number of onerous and costly requirements related to the operations of day-camps. His work to amend the bill ensured that municipally run or contracted camps could remain open and affordable.
- Andres was able to amend SB 379 (Wiener) by adding provisions that would remove liabilities on cities and counties when they utilize an online, automated platform for issuing permits and conducting inspections related to solar energy systems.
- Andres has worked on the successful election campaign for a California State Senate Majority Leader and has experience working in both Capitol and District Legislative offices. Through his past work, he has gained valuable legislative experience – discussing and explaining major California policy issues with stakeholders, developing and conducting policy projects, and working closely with Elected officials and policy consultants. Prior to joining TPA full time, Andres worked as an intern at the TPA State Capitol office in Sacramento, where he laid a solid framework for his career in government relations.

Andres is an Executive Board Member for the California Latino Capitol Association Foundation, where he serves as Lobbyist-Liaison. In this role, he serves as a linchpin to the Foundation, by maintaining close relations with other Lobbyists, Trade Organizations, Non-Profits, Private Companies, and Legislators. He also leads efforts to expand the organization’s reach by spearheading fundraising and networking.

University of California Los Angeles

Bachelor of Arts in Political Science

2019





Sammi Maciel, Associate: Sammi brings five years of federal legislative, funding, and public policy experience. Sammi has experience managing legislative activity, including bill analysis, research, and drafting particularly for federal funding opportunities. Sammi has expertise in several policy sectors including local governance, transportation, broadband, energy, and cultural resources.

Townsend Public Affairs, Inc.

Associate

2021-Present

Since joining TPA, Sammi keeps clients informed of significant actions and pertinent developments in the federal government and strategizes ways in which to influence and enact changes in Washington, DC that have concrete results for clients. Some of Sammi's experience include:

- In FY 2023, Sammi worked with the City of Half Moon Bay to secure a **\$2 million** earmark for the City's Highway 1-Frenchman Creek Intersection and Bike/Pedestrian Improvement project. Sammi assisted in developing and submitting the project for consideration, as well as leveraged her extensive federal relationships to ensure success.
- Sammi's four years of experience working for two California Senators has led to an extensive network of relationships both on Capitol Hill and within federal agencies. Her understanding of the regional and political dynamics of the California Congressional delegation and their interactions with other members of the Senate and House are important to successfully advocating for California-based clients.
- Sammi has first-hand knowledge of the current federal appropriations process, including community project funding requests. This process differs from the pre-2011 earmark process and an understanding of the need to balance transparency and politics to submit a competitive request is key. Sammi has utilized her experience to successfully assist clients secure millions of dollars' worth of earmarks.
- Sammi has identified new and previously-underutilized federal grants for the benefit of TPA clients. She has leveraged her relationships with key grant officials at various federal agencies to ascertain their specific priorities and buzz words required for successful grant applications. Sammi then leverages that information to help TPA federal clients develop and submit more competitive federal grant applications and then provide more effective tailored advocacy to secure funding awards.

US Senate, Office of Senator Kamala Harris (CA)

Field Representative

2019-2021

Sammi represented a 30-county region on behalf of Senator Harris, attending events, hosting meetings, and facilitating outreach to constituents. She tracked key issues, facilitated rapid response, and built an extensive network of relationships with local elected officials and advocacy groups within her 30-county region. Additionally, Sammi drafted letters of support on behalf of her 30-county region addressed to numerous federal agencies, requesting funding for key projects in the region.



US Senate, Office of Senator Dianne Feinstein (CA)

Legislative Intern

Summer of 2017

As a legislative intern with Senator Dianne Feinstein's office, Sammi researched and drafted memos for state field representatives regarding state legislature bills in the policy areas of transportation and water infrastructure, cannabis, and sanctuary cities.

Dominican University of California

Bachelor of Arts, Political Science

2017



GRANT WRITING & FUNDING ADVOCACY SCOPE OF SERVICES

TPA will utilize the following strategic and comprehensive approach to provide grant writing and funding advocacy services to the City:

- **Conduct Detailed Orientation:** TPA utilizes a comprehensive onboarding process that includes extensive meetings with various relevant members of City leadership and key City departments to help develop a strategic plan that is carefully tailored to satisfy the needs of the City, as well as designed for maximum success in the current political climate and funding environment.
- **Craft Strategic Funding Plan:** Utilizing the information gathered during the onboarding process, TPA will coordinate with the City to develop a proactive and comprehensive strategic funding plan that serves the needs of the City's priorities. ***The plan will do more than simply identify City projects***; it will outline and prioritize multiple funding options for each project and develop a specific plan of work tailored for each project. It will also identify key "strings attached" to help assess the cost/benefit ratio for each grant opportunity.
- **Identify, Research, and Monitor Grant Funding Opportunities:** TPA will utilize list-serve subscription programs, funding workshops, agency canvassing, and other networking tactics to ensure every potential opportunity is identified and reviewed for relevance with the City's projects. TPA will then share these opportunities with the City for further assessment and determination if a grant application is warranted. The City will also receive a grant matrix of funding programs that is updated regularly as new opportunities arise.
- **Community Outreach:** TPA will assist the City with community outreach required for grant applications by ensuring the City is aware of specific requirements, help develop materials that capture all elements required by the grant, and compile the data following the outreach to include in the application.
- **Grant Application Development and Submittal:** TPA will develop, draft, submit, and follow up on each City grant application through the following process:
 - **Establishment of Clear Accountabilities:** TPA will coordinate with the City to ensure the assignment of responsibilities and tasks are made clear so that confusion and inefficiency are avoided, and the City is burdened as little as possible while TPA pursues a grant opportunity.
 - **Provide Overview of Full Application Requirements:** For each grant application, TPA will provide the City with a detailed overview of the requirements for the grant program and corresponding application to ensure that the program is a strong fit for the City's project. This will include:
 - Application timeline
 - Eligible project types
 - Funding availability and award maximum and minimums
 - List of application components, including proposal questions and any required attachments



- **Assemble Project Background and Details:** TPA will conduct a detailed informational interview with City staff most involved with each project in order to gain a full understanding of the project background and scope details necessary for developing the grant proposal and addressing all application questions.
- **Coordinate Technical Project Details:** For technical application components such as site plans, detailed cost estimates, project timelines, engineering plans, and cost-benefit analyses, TPA will coordinate with City staff to compile all necessary attachments and ensure consistency across all elements of the application.
- **Draft Written Proposal:** TPA will fully draft all narrative components of the application and, when applicable, will indicate where additional input or project detail from the City could be provided during the proposal review process.
- **Incorporate Feedback to Finalize Proposal:** Well ahead of the application deadline, TPA will provide the City with a full draft for review and feedback. TPA will incorporate any additional details or revisions provided during this process to finalize the grant application and will obtain City approval for the final version of the application prior to submission.
- **Submit Completed Application:** TPA will ensure that applications are submitted prior to the deadline, whether the submission is electronic or through hard copies, in accordance with submission instructions for each individual program. For hard copy submissions, TPA will print and package applications according to submission instructions and will ship applications through a reliable carrier service such as FedEx in order to provide the City with tracking and delivery confirmation for the application. TPA will also obtain a receipt for proof of submission and provide the City with a final copy of all submitted application documents.
- **Funding Advocacy:** Throughout grant application process TPA will leverage relationships with relevant officials and program officers in various state and federal funding agencies to ensure that City grant applications are aligned with the goals of the specific grant program and that the applications are well-crafted and well-positioned for funding.
- **State Budget Funding Opportunities:** In an effort to maximize state funding, TPA will work with the City to identify projects and other funding priorities that may be suitable for funding through the State Budget. TPA will coordinate with the City to develop supporting materials for the budget request. TPA will also work with members of the City's state legislative delegation, along with the Assembly and Senate Budget Committees, to gain support for the inclusion of the City's project in the final State Budget approved by the Legislature.
- **Federal Earmark Opportunities:** In an effort to maximize federal funding, TPA will work with the City to identify projects and other funding priorities that may be suitable for funding through the Federal Earmark process. TPA will coordinate with the City to develop supporting materials for the earmark request. TPA will also work with members of the City's federal legislative delegation to gain support for the inclusion of the City's project.

- **Post-Grant Submittal Advocacy:** TPA will frequently contact legislators and agency officials to follow up on the status of a grant application and promote its need and urgency. This will include drafting letters of support after grant submissions and distributing them to legislators for their consideration. In addition, TPA will work with legislators to reach out to individual granting agencies to provide background on City's projects and convey their support for those projects.
- **Post-Award Grant Administration and Compliance:** TPA will also assist, as needed, with post-award administration and compliance for all grant applications submitted by TPA on behalf of the City. This assistance will include interacting with granting agencies on behalf of the City, providing support for the drafting and submission of required reports, evaluations, and other tasks related to the successful monitoring of and compliance with the program requirements.
- **Comprehensive Follow-Up on Unsuccessful Applications:** Despite all best efforts, some grant applications are not selected for funding. In those instances where grant applications are unsuccessful, TPA will work with the relevant state and federal funding agencies to set up in-person or telephone debriefing sessions to discuss the grant applications and how to best revise the grant applications for the next funding round to ensure success.
- **Provide Monthly Progress Reports:** TPA will confer regularly with the City on our activities. TPA will provide timely electronic monthly reports on the status of all funding activity, such current funding opportunities, current applications, submitted applications, and post-grant submittal advocacy. In addition to written reports, TPA will be available to the City for conference calls, in-person briefings, and meetings.

FEE SCHEDULE

ALL-INCLUSIVE RETAINER:

DESCRIPTION OF SERVICES	MONTHLY FEE
Grant Writing & Funding Advocacy Services	\$5,000*
• Conduct Detailed Orientation	Included
• Craft Strategic Funding Plan	Included
• Identify, Research, and Monitor Grant Funding Opportunities	Included
• Grant Application Development and Submittal	Included
• Establishment of Clear Accountabilities	Included
• Provide Overview of Full Applications Requirements	Included
• Assemble Project Background and Details	Included
• Coordinate Technical Project Details	Included
• Draft Written Proposal	Included
• Incorporate Feedback to Finalize Proposal	Included
• Submit Completed Application	Included
• Funding Advocacy	Included
• State Budget Funding Opportunities	Included
• Federal Earmark Opportunities	Included
• Post-Grant Submittal Advocacy	Included
• Post-Award Grant Administration and Compliance	Included
• Comprehensive Follow-Up on Unsuccessful Applications	Included
<i>*The monthly fee includes all reasonable business and travel expenses</i>	



AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MICHAEL OSBORN, CITY ENGINEER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: STREET PROJECT LIST PROPOSED FOR SB1 (RMRA) FUNDING AND OVERALL PAVEMENT MANAGEMENT GOALS
DATE: MAY 9, 2023

ISSUE

Next month, the City Council will need to approve a resolution adopting the list of street projects proposed for Fiscal Year 2023-2024 SB1 (RMRA) funding and staff is also setting budget priorities for overall management of the city streets and preparing for upcoming calls for applications for Federal funding.

BACKGROUND

On April 28, 2017, the Governor signed Senate Bill 1 (“SB1”) which is known as the Road Repair and Accountability Act of 2017 and beginning on November 1, 2017, the State Controller (“Controller”) has begun to deposit various portions of this funding in the created Road Maintenance and Rehabilitation Account (“RMRA”), with a percentage of that being apportioned to the City of Mendota (“City”).

The California Transportation Commission (“CTC”) is requiring that agencies provide a list of projects that may utilize Fiscal Year 2023-24 SB1 (RMRA) funding by July 1, 2023 to receive their Fiscal Year 2023-24 RMRA fund distribution. They have informed us that the project list can include projects planned for after Fiscal Year 2023-24 and be a carry-over of the list of projects previously proposed and adopted. Mendota City Council Resolution Nos. 19-27, 20-42, 21-40 and 22-32 adopted the attached list of projects.

At the December 14, 2021 City Council meeting, the City Council directed staff to prepare construction documents for the reconstruction of the segments of Kate Street, Riofrio Street and Stamoules Street as described on the project list, combining three projects into one, the “2022 Local Street Reconstruction Project”. This project is scheduled to start construction on May 15, 2023 and will be the first use of SB1/RMRA funds by the City.

Additionally, City staff would like to begin preliminary engineering (design) for street improvements on streets eligible for Federal funding (CMAQ, STBG, etc.) Streets must have a functional classification of collector or arterial to be eligible for Federal funds; paving of unpaved alleys is also eligible for CMAQ funding.

ANALYSIS

The attached list of SB1/RMRA projects was prepared by staff, specifically the City Manager/Director of Public Works and City Engineer based on the 2015 Pavement Condition Survey of downtown conducted by the Director of Public Works, targeting “red” streets and incorporating other critical areas outside of downtown.

Staff has started utilizing the new Pavement Management System program “Street Saver” to generate future projects. The second list, generated by Street Saver, provides a list of projects based on current pavement conditions and use of funding to increase the average network PCI from 35 (currently) to 60 in ten years with a budget of \$2 million annually. This list is purely analytical and developed by the Street Saver program.

Additionally, to be prepared for upcoming calls for Federal funding and have competitive applications, City staff would like to identify up to one mile of unpaved alleys, collector or arterial streets to begin preliminary engineering and make these projects close to “shovel ready”.

FISCAL IMPACT

The City has received \$69,306.83 in FY 17/18, \$220,993.61 in FY 18/19, \$213,294.23 in FY 19/20, \$231,991.30 in FY 20/21, and \$251,459.81 in FY 21/22 and is expected to receive \$272,990 in FY 22/23 and \$311,154 in FY 23/24 (approximately \$1,571,190 in total of RMRA allocations). Prior to the start of the 2022 Local Street Reconstruction Project, the City had not expended any RMRA funds; the banked RMRA funds will be utilized for this project, started in FY 21/22 and with construction in May/June 2023. The total project cost is expected to be \$980,000 which leaves approximately \$591,200 remaining in the RMRA account for future projects.

Other local street funding sources (regular Gas Tax, LTF, Measure C, Local Sales Tax) will be utilized to deliver other projects. State grant funding opportunities are also being sought.

Federal funds available through competitive CMAQ & STBG programs are generally in the \$1 million to \$2 million range. Local street funding sources are recommended to be utilized for the design of these projects.

The General Fund will not be impacted by these projects.

RECOMMENDATION

Staff would like to receive direction from the City Council for additions, deletions or edits to the attached list of projects proposed to utilize Fiscal Year 2023-2024 SB1 (RMRA) funds and identify which streets eligible for Federal Funding should be prioritized for preliminary engineering design.

Attachments:

1. Exhibit “A”, FY 2023-2024 List of SB1/RMRA Projects (DRAFT)
2. Exhibit “B”, 5-year list of pavement management projects from Street Saver
3. Map of functional classifications and streets eligible for Federal Funding
4. Maps of current pavement condition index (PCI) for City street network

Exhibit "A"

FY 2023-2024 SB1 Project List

Proposed Project	Description	Location	Estimated Schedule				Estim. Useful Life (# of Yr)		Estimated Project Cost
			Design & CEQA		Construction		Min.	Max.	
			Start	Completion	Start	Completion			
Previously Adopted SB1 Project List with updated schedule									
Citywide Railroad Corridor Crossing Improvements	Improving the railroad corridor within the city by adding concrete panels to crossing, installing medians or channelizers, and reconstruction of the roadway adjacent to crossings at all three crossings within the City	1) SR33 between Bass Avenue and SR 180; 2) 9th Street between Marie St and Naples St; and 3) W Belmont Ave between Marie St and SR 180.	May-21	Dec-23	Feb-23	Sep-23	15	50	\$ 831,600
7th Street	In general, the project consists of grind and overlay of 7th Street between Stamoules Street and Rio Frio Street	7th Street from Stamoules Street to Tule Street	Sep-23	Feb-24	Jul-24	Nov-24	10	20	\$ 550,000
5th Street and Quince Street Reconstruction	In general, the project consists of reconstruction of 5th Street from Quince Street to Derrick Avenue (State Route 33) and Quince Street from 5th Street to 6th Street, including demolition of existing asphalt and concrete pavements, Full Depth Reclamation soil-cement treatment, new HMA pavement, curbs, gutters, ramps, driveway and alley approaches, and traffic striping and markings to add two way left turn lanes, parking/bike lanes and high visibility school zone cross walks.	5th Street from Quince to Derrick Avenue (SR 33), and Quince Street from 5th Street to 6th Street	Mar-23	Dec-23	Mar-24	May-24	15	30	\$ 900,000
Fleming & McCabe Avenue Reconstruction	In general, the project consists of reconstruction of the two streets between Rowe Avenue and Sorensen Avenue, including demolition of existing asphalt and concrete pavements, Full Depth Reclamation soil-cement treatment, new HMA pavement, curbs, gutters, ramps, driveway approaches, and traffic striping and markings to add center lane lines, parking/bike lanes and high visibility school zone cross walks.	Flemming Avenue from Rowe Avenue to Sorensen Avenue, and McCabe Avenue from Rowe Avenue to Sorensen Avenue	Sep-24	Feb-25	Jul-25	Nov-25	15	30	\$ 700,000
Marie Street & 5th Street Reconstruction	In general, the project consists of reconstruction of Marie Street between Divisadero Street and 5th Street and 5th Street between Marie Street and Lolita Street, including demolition of existing asphalt and concrete pavements, Full Depth Reclamation soil-cement treatment, new HMA pavement, curbs, gutters, ramps, and traffic striping and markings to add center lane line and parking/bike lanes.	Marie Street from Divisadero Street to 5th Street, and 5th Street from Marie Street to Lolita Street	Sep-25	Feb-26		Nov-26	15	30	\$ 480,000
Naples Street Reconstruction	In general, the project consists of reconstruction of Naples Street between 2nd Street and 8th Street, including demolition of existing asphalt and concrete pavements, storm drain inlets, manholes and pipes, Full Depth Reclamation soil-cement treatment, new HMA pavement, curbs, gutters, ramps, and traffic striping and markings to add two way left turn lanes and parking/bike lanes.	Naples Street from 2nd Street to 8th Street	Sep-25	Feb-26	Jul-26	Nov-26	15	30	\$ 2,000,000

Exhibit "A"

FY 2023-2024 SB1 Project List

Proposed Project	Description	Location	Estimated Schedule				Estim. Useful Life (# of Yr)		Estimated Project Cost
			Design & CEQA		Construction		Min.	Max.	
			Start	Completion	Start	Completion			
Rio Frio Street Reconstruction ¹	In general, the project consists of reconstruction of Rio Frio Street between 7th Street and 8th Street, including demolition of existing asphalt and concrete pavements, Full Depth Reclamation soil-cement treatment, new HMA pavement, curbs, gutters, ramps, and traffic striping and markings to add two way left turn lanes and parking/bike lanes.	Rio Frio Street from 7th Street to 8th Street	Jan-22	Jul-22	May-23	Jun-23	15	30	\$ 300,000
Kate Street Reconstruction ¹	In general, the project consists of reconstruction of North Kate Street between Divisadero Street and I Street, including demolition of existing asphalt and concrete pavements, Full Depth Reclamation soil-cement treatment, new HMA pavement, curbs, gutters, ramps, and traffic striping and markings to add center lane line and parking/bike lanes.	North Kate Street between Divisadero Street and I Street	Jan-22	Jul-22	May-23	Jun-23	15	30	\$ 480,000
Stamoules Street Reconstruction ¹	In general, the project consists of reconstruction of Stamoules Street between 7th Street and 9th Street, including demolition of existing asphalt and concrete pavements, Full Depth Reclamation soil-cement treatment, new HMA pavement, curbs, gutters, ramps, and traffic striping and markings to add two way left turn lanes and parking/bike lanes.	Stamoules Street from 7th Street to 9th Street	Jan-22	Jul-22	May-23	Jun-23	15	30	\$ 500,000

Notes:

1. These three projects are combined as the 2022 Local Street Reconstruction Project with construction starting in May 2023 and will be removed from the list for FY 23-24.

Potential 5-year Street Project List with \$2 million annual budget

5/3/2023

PCI

current: 35

expected in 10 years: 60

State Ave: 65

Year	Street Name	Beg Location	End Location	Functional Class	Estimated	
					Construction Cost	Treatment
2023	ALLEY - 2O	THIRD ST	92' N/O THIRD ST	Other	\$ 7,498	MILL AND FILL W/ BASE REPAIR
2023	ALLEY - 4N	FIFTH ST	FOURTH ST	Other	\$ 39,573	MILL AND FILL W/ BASE REPAIR
2023	ALLEY - 5J	SIXTH ST	DIVISADERO ST	Other	\$ 24,613	MILL AND FILL W/ BASE REPAIR
2023	ALLEY - 5N	FIFTH ST	SIXTH ST	Other	\$ 39,664	MILL AND FILL W/ BASE REPAIR
2023	ALLEY - 6N	SEVENTH ST	SIXTH ST	Other	\$ 39,302	MILL AND FILL W/ BASE REPAIR
2023	ALLEY - 6Q	SEVENTH ST	SIXTH ST	Other	\$ 39,302	MILL AND FILL W/ BASE REPAIR
2023	ALLEY - 6P	SIXTH ST	SEVENTH ST	Other	\$ 35,208	MILL AND FILL W/ BASE REPAIR
2023	ALLEY - 6S	342' N/O SIXTH ST	SIXTH ST	Other	\$ 7,335	MILL AND FILL W/ BASE REPAIR
2023	ALLEY - 6T	SEVENTH ST	SIXTH ST	Other	\$ 35,290	MILL AND FILL W/ BASE REPAIR
2023	ALLEY - 7K	797' N/O NINTH ST	SEVENTH ST	Other	\$ 9,862	MILL AND FILL W/ BASE REPAIR
2023	ALLEY - 7N	EIGHTH ST	SEVENTH ST	Other	\$ 35,127	MILL AND FILL W/ BASE REPAIR
2023	ALLEY - 7T	EIGHTH ST	SEVENTH ST	Other	\$ 39,030	MILL AND FILL W/ BASE REPAIR
2023	ALLEY - 8P	NINTH ST	EIGHTH ST	Other	\$ 39,935	MILL AND FILL W/ BASE REPAIR
2023	ALLEY - 9O	TENTH ST	NINTH ST	Other	\$ 39,392	MILL AND FILL W/ BASE REPAIR
2023	AIRPORT CIR	AIRPORT BLVD	END N	Residential/Local	\$ 66,287	MILL AND FILL W/ BASE REPAIR
2023	BASS AVE	SECOND ST	EAST CITY LIMIT	Collector	\$ 218,109	FDR 12" W/ 3" HMA OVERLAY
2023	BELMONT AVE WEST	GUILLAN PKWY	EAST END	Arterial	\$ 7,503	CAPE SEAL
2023	FIFTH ST	DERRICK AVE (SR 33)	QUINCE ST	Collector	\$ 321,204	FDR 12" W/ 3" HMA OVERLAY
2023	FIFTH ST	OLLER ST (SR 180)	NAPLES ST	Collector	\$ 123,540	FDR 12" W/ 3" HMA OVERLAY
2023	FOURTH CT	WEST CDS	FOURTH ST	Residential/Local	\$ 40,606	MILL AND FILL W/ BASE REPAIR
2023	HERNANDEZ ST	LOZANO ST	GAXIOLA ST	Residential/Local	\$ 15,892	SLURRY SEAL W/ BASE REPAIR
2023	JUANITA ST	AIRPORT BLVD	SEVENTH ST	Collector	\$ 179,307	FDR 12" W/ 3" HMA OVERLAY
2023	JUANITA ST	DIVISADERO ST	L ST	Collector	\$ 58,191	2" MILL AND FILL
2023	LOZANO ST	BLANCO ST	EAST END	Residential/Local	\$ 6,559	SLURRY SEAL/CRACK SEAL
2023	MARIE ST	524 FT NORTH OF DIVISADERO ST	SECOND ST	Collector	\$ 60,610	FDR 12" W/ 3" HMA OVERLAY
2023	NAPLES ST	FOURTH ST	SECOND ST	Collector	\$ 211,031	2" MILL AND FILL
					\$ 1,739,970	

2024	ALLEY - 7P	EIGHTH ST	SEVENTH ST	Other	\$	40,201	MILL AND FILL W/ BASE REPAIR
2024	AMADOR AVE	SILVA ST	CASTANEDA ST	Collector	\$	103,010	2" MILL AND FILL
2024	BELMONT AVE WEST	WEST C.L	C.L EAST OF PEACH ST	Arterial	\$	252,194	FDR 15" W/3" HMA OVERLAY
2024	JUANITA ST	SEVENTH ST	DIVISADERO ST	Collector	\$	148,126	FDR 12" W/ 3" HMA OVERLAY
2024	MARIE ST	GUILLAN PKWY	CHANGE OF PAVEMENT WIDTH	Collector	\$	493,080	FDR 12" W/ 3" HMA OVERLAY
2024	MARIE ST	CHANGE OF PAVEMENT WIDTH	NINTH ST	Collector	\$	186,613	FDR 12" W/ 3" HMA OVERLAY
2024	MARIE ST	NINTH ST	SEVENTH ST	Collector	\$	379,051	FDR 12" W/ 3" HMA OVERLAY
2024	SECOND ST	OLLER ST (SR 180)	NAPLES ST	Collector	\$	127,247	FDR 12" W/ 3" HMA OVERLAY
					\$	1,729,522	
2025	ALLEY - 6Q	SIXTH ST	SEVENTH ST	Other	\$	37,439	MILL AND FILL W/ BASE REPAIR
2025	ALLEY - 7Q	EIGHTH ST	SEVENTH ST	Other	\$	32,972	MILL AND FILL W/ BASE REPAIR
2025	BELMONT AVE WEST	C.L EAST OF PEACH ST	DERRICK AVE (SR 33)	Arterial	\$	25,746	SLURRY SEAL/CRACK SEAL
2025	DE LA CRUZ ST	HERNANDEZ ST	BLANCO ST	Residential/Local	\$	153,559	MILL AND FILL W/ BASE REPAIR
2025	MARIE ST	SEVENTH ST	DIVISADERO ST	Collector	\$	700,268	FDR 12" W/ 3" HMA OVERLAY
2025	NAPLES ST	TENTH ST	NINTH ST	Collector	\$	173,152	FDR 12" W/ 3" HMA OVERLAY
2025	NAPLES ST	NINTH ST	SEVENTH ST	Collector	\$	348,519	FDR 12" W/ 3" HMA OVERLAY
2025	NAPLES ST	FIFTH ST	FOURTH ST	Collector	\$	179,059	FDR 12" W/ 3" HMA OVERLAY
2025	SECOND ST	I ST	BASS AVE	Collector	\$	95,529	FDR 12" W/ 3" HMA OVERLAY
					\$	1,746,243	
2026	ELEVENTH ST	OLLER ST (SR 180)	EAST END	Residential/Local	\$	45,598	MILL AND FILL W/ BASE REPAIR
2026	GARCIA ST	RIOS ST	HERNANDEZ ST	Residential/Local	\$	154,960	MILL AND FILL W/ BASE REPAIR
2026	JENNINGS CIRCLE	JENNINGS ST	NORTH CDS	Residential/Local	\$	22,151	MILL AND FILL W/ BASE REPAIR
2026	NAPLES ST	SEVENTH ST	FIFTH ST	Collector	\$	369,242	FDR 12" W/ 3" HMA OVERLAY
2026	NAPLES ST	SECOND ST	DERRICK AVE (SR 33)	Collector	\$	287,975	FDR 12" W/ 3" HMA OVERLAY
2026	NINTH ST	TULE ST	QUINCE ST	Collector	\$	441,113	FDR 12" W/ 3" HMA OVERLAY
2026	NINTH ST	QUINCE ST	OLLER ST (SR 180)	Collector	\$	281,780	FDR 12" W/ 3" HMA OVERLAY
2026	SEVENTH ST	OLLER ST (SR 180)	NAPLES ST	Collector	\$	137,056	FDR 12" W/ 3" HMA OVERLAY
					\$	1,739,875	
2027	ALLEY - 7O	EIGHTH ST	SEVENTH ST	Other	\$	44,132	MILL AND FILL W/ BASE REPAIR
2027	BELMONT AVE WEST	NINTH ST	QUINCE ST	Arterial	\$	509,708	2" MILL AND FILL
2027	L ST	JUANITA ST	I ST	Residential/Local	\$	99,068	MILL AND FILL W/ BASE REPAIR
2027	NINTH ST	MARIE ST	CANAL ST	Collector	\$	398,042	FDR 12" W/ 3" HMA OVERLAY
2027	SECOND ST	MARIE ST	I ST	Collector	\$	684,832	FDR 12" W/ 3" HMA OVERLAY
					\$	1,735,782	

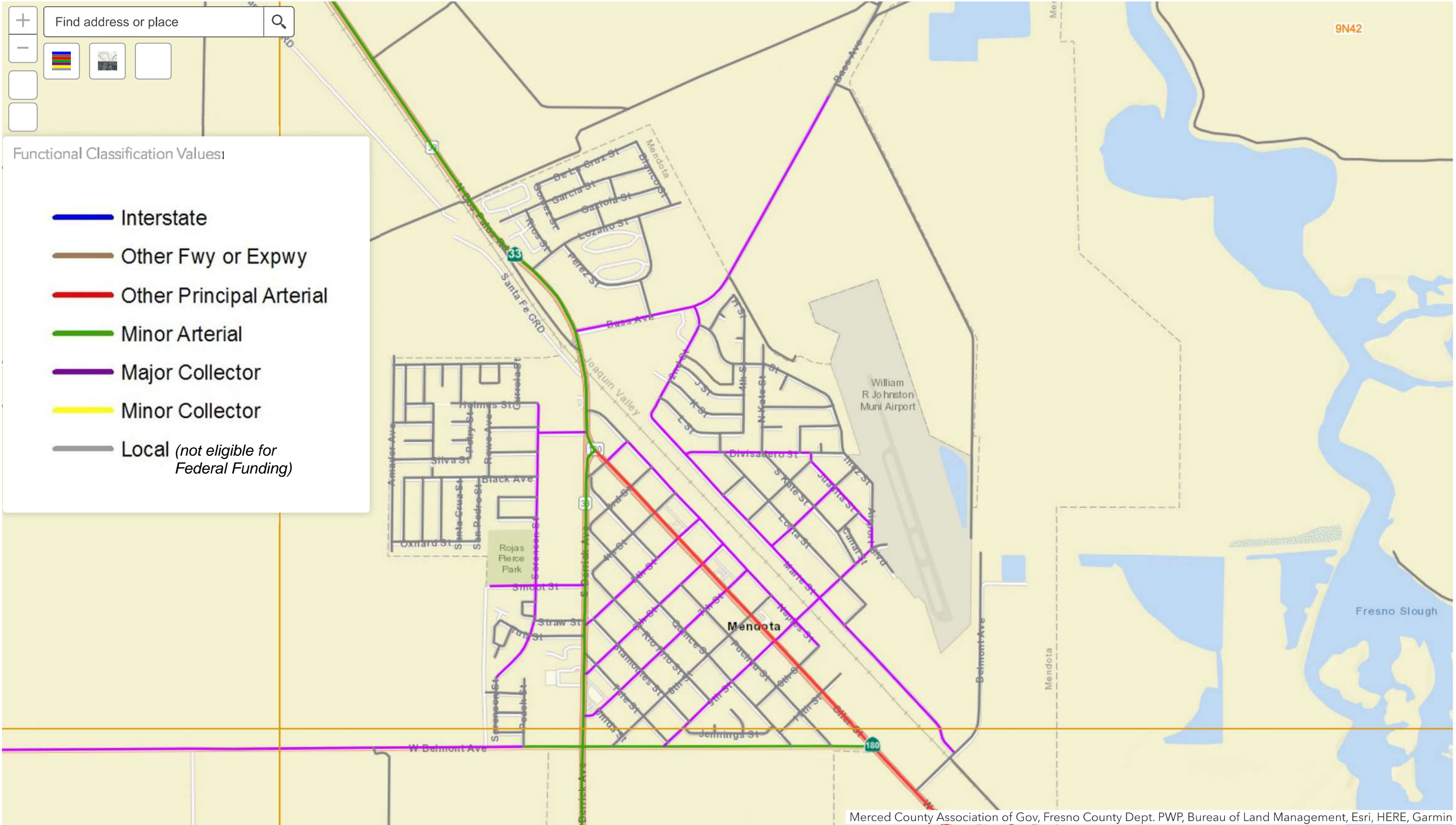
2028	ARNAUDON DR	SORENSEN AVE S	SORENSEN AVE N	Residential/Local	\$	175,476	FDR 8" W/3" HMA OVERLAY
2028	BOU CIRCLE	WEST END	I ST	Residential/Local	\$	60,124	FDR 8" W/3" HMA OVERLAY
2028	DIVISADERO CIRCLE	DIVISADERO ST	NCDS	Residential/Local	\$	20,975	MILL AND FILL W/ BASE REPAIR
2028	DIVISADERO ST	JUANITA ST	INEZ ST	Residential/Local	\$	123,295	FDR 8" W/3" HMA OVERLAY
2028	EIGHTH ST	OLLER ST (SR 180)	NAPLES ST	Residential/Local	\$	133,146	FDR 8" W/3" HMA OVERLAY
2028	SANTA CRUZ ST	OXNARD ST	BLACK AVE	Residential/Local	\$	31,063	SLURRY SEAL/CRACK SEAL
2028	SEVENTH ST	UNIDA ST	STAMOULES ST	Collector	\$	338,711	FDR 12" W/ 3" HMA OVERLAY
2028	SEVENTH ST	MARIE ST	KATE ST	Collector	\$	233,888	FDR 12" W/ 3" HMA OVERLAY
2028	SEVENTH ST	KATE ST	INEZ ST	Collector	\$	238,426	FDR 12" W/ 3" HMA OVERLAY
2028	SIXTH ST	OLLER ST (SR 180)	NAPLES	Collector	\$	144,982	FDR 12" W/ 3" HMA OVERLAY
2028	SMOOT AVE	WEST END	SORENSEN AVE	Collector	\$	230,509	FDR 12" W/ 3" HMA OVERLAY
					\$	1,730,595	

Find address or place

Map navigation controls: zoom in (+), zoom out (-), home, layers, and other map tools.

Functional Classification Values:

- Interstate
- Other Fwy or Expwy
- Other Principal Arterial
- Minor Arterial
- Major Collector
- Minor Collector
- Local *(not eligible for Federal Funding)*



Merced County Association of Gov, Fresno County Dept. PWP, Bureau of Land Management, Esri, HERE, Garmin

0.2mi | -120.393 36.766 Degrees



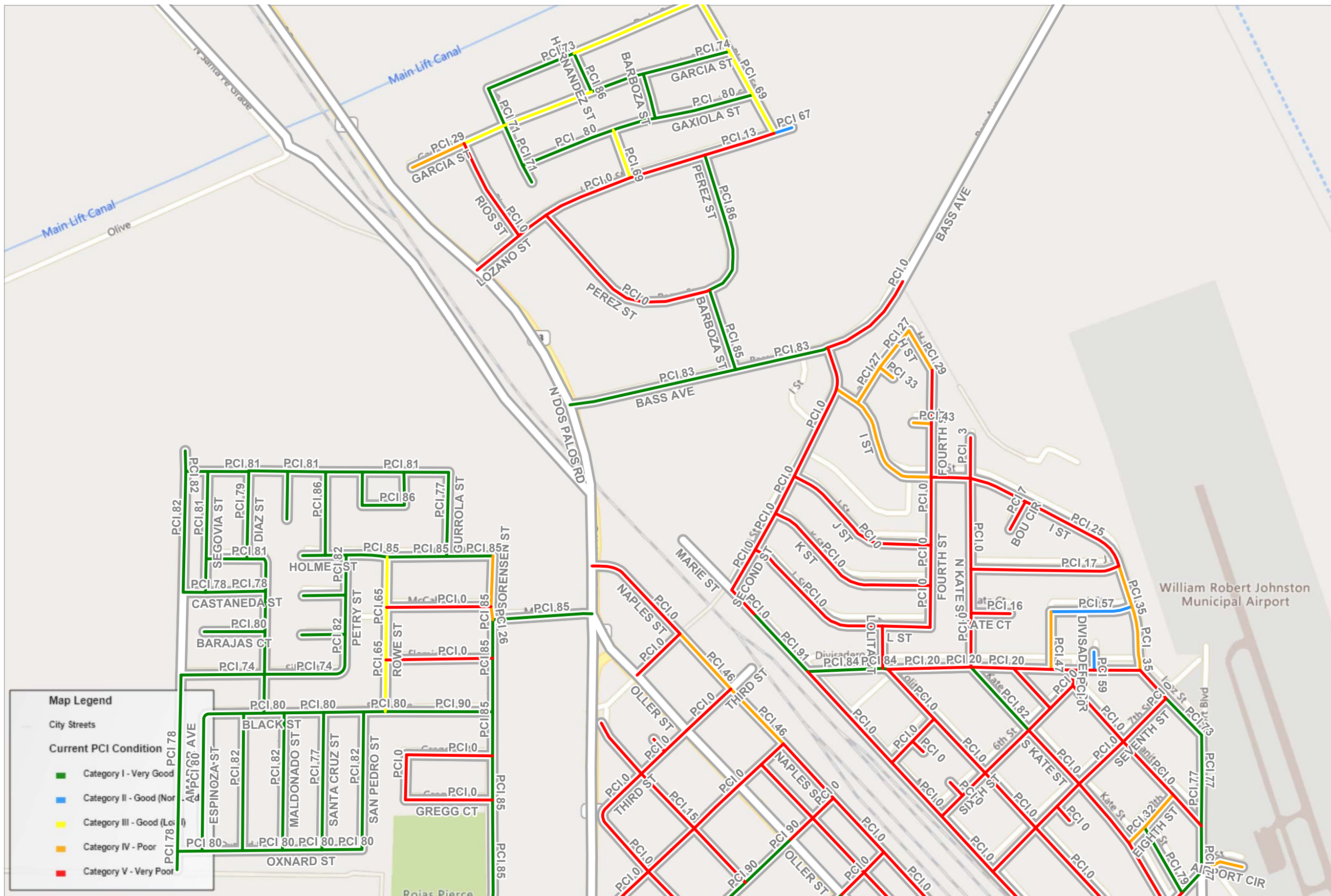
City of Mendota
43 Quince Street
Mendota, CA 93640

Current PCI Condition

Printed: 5/3/2023

Feature Legend

- Category I - Very Good
- Category II - Good (Non-Load)
- Category III - Good (Load)
- Category IV - Poor
- Category V - Very Poor





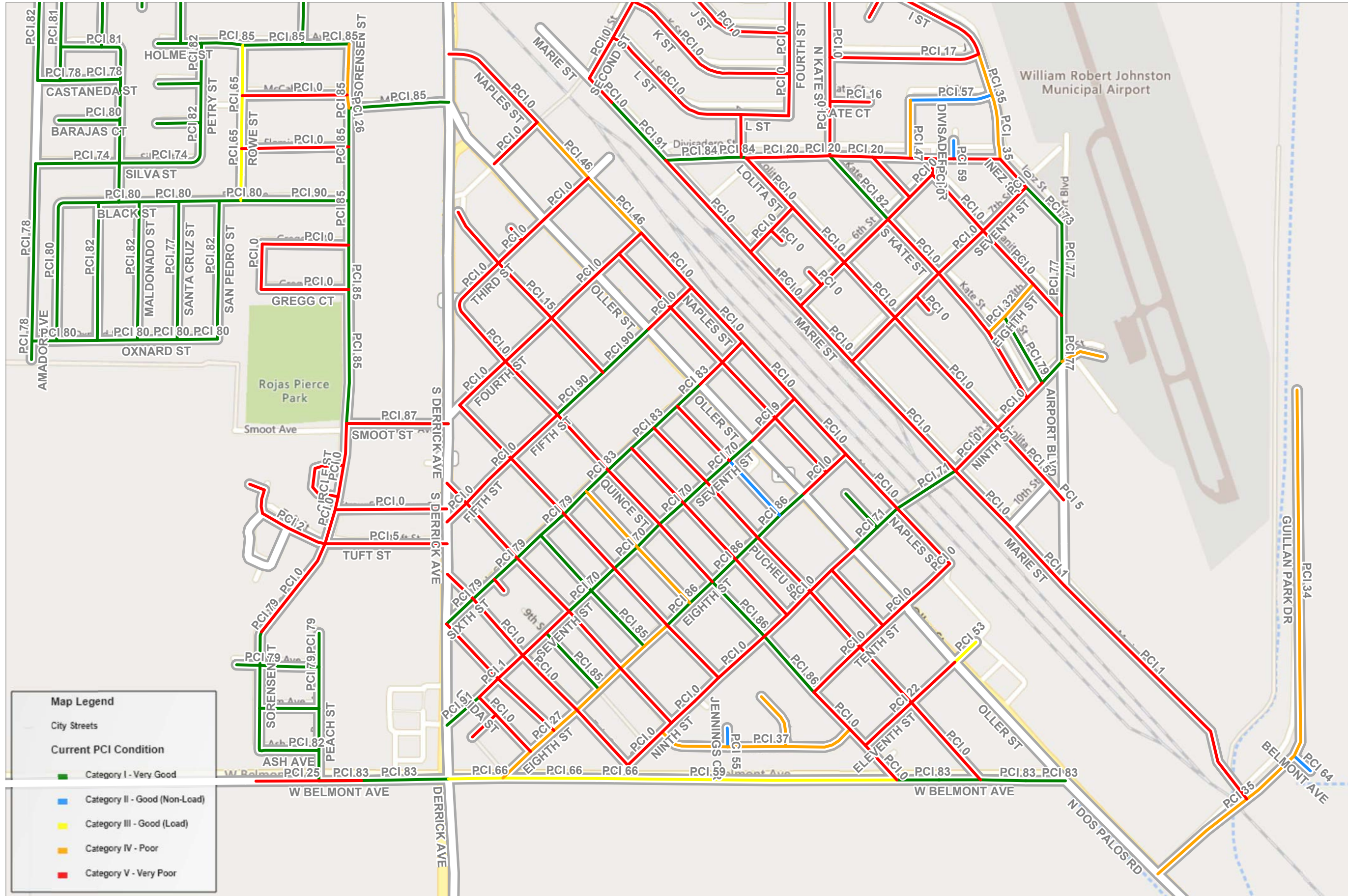
City of Mendota
43 Quince Street
Mendota, CA 93640

Current PCI Condition

Printed: 5/3/2023

Feature Legend

- Category I - Very Good
- Category II - Good (Non-Load)
- Category III - Good (Load)
- Category IV - Poor
- Category V - Very Poor



Map Legend

City Streets

Current PCI Condition

- Category I - Very Good
- Category II - Good (Non-Load)
- Category III - Good (Load)
- Category IV - Poor
- Category V - Very Poor

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY BANDA, FINANCE DIRECTOR
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: GRANTS UPDATE
DATE: MAY 9, 2023

GRANTS UPDATE

- **SB 1383** – Staff hosted an educational workshop on Friday, April 21st, from 9 am to 12 pm. City Staff hosted 15 members of the community. Green pails to discard organic waste were passed out to the community along with educational material. On Saturday, May 6th, City Staff will conduct home visits to educate the public on the new organics law. We hope to have volunteers from the Adelante Mendota program for future home visits.
- **Proposition 64** – Adelante Mendota hosted movie night on Friday, April 21st, at Rojas-Pierce Park with the showing of “Frozen II.” There was an attendance of 30 people. The staff has completed Quarter January – March 2023 reporting and reimbursement for July 1, 2021, through March 31, 2023. Staff will be meeting on May 8th to discuss topics for future meetings.
- **Floodplain Maps** – A site visit with the U.S. Army Corps of Engineers will be held in May 23, 2023, at 9 am.
- **COPS Hiring Program** – Staff will apply for the COPS Hiring Program Grant. We will be applying for two Officers. The total cost for this project is \$530,981.00. The grant funding will cover \$250,000.00 of the total cost of the project.
- **Clear California Local Grant Program** – Townsend Affairs Inc., turned in an application on behalf of the City on Friday, April 28th, for a pocket park, litter clean-up events, and improvements at Pool Park.
- **Tire-Derived Product** – Staff submitted colors to the vendor West Coast Rubber Recycling to order tire mulch.

In – Progress Grants:

- **Rojas-Pierce Park Expansion Project** – County of Fresno, Urban Community Development Block Grant (CDBG) Program
- **Rojas-Pierce Park Expansion Project** – Per Capita Program
- **Rojas-Pierce Park Expansion Project** – CDBG-CV
- **COPS Hiring Program** – Department of Justice
- **Proposition 64** – Board of State and Community Corrections
- **Urban Flood Protection Grant** – California Natural Resources Agency
- **Automatic Meter Read Project** – State Water Board

- **Tire-Derived Product** – Cal Recycle
- **SB 1383** – Cal Recycle
- **Office of Traffic Safety** – STEP Program for October 2022 thru September 2023
- **Water Storage and Booster Pump** – County of Fresno
- **Floodplain Maps** – U.S. Army Corps of Engineers

Memorandum

To: City Council via Cristian Gonzalez, City Manager

From: Michael Osborn, City Engineer
Jeff O'Neal, City Planner

Subject: City Engineer's Report to City Council

Date: May 3, 2023

Engineering Projects:

1. Rojas Pierce Park:
 - Construction of Phase 2 Expansion Project (field lighting) with CDBG funding
 - Completed
2. Well 10 and Water Main Relocation
 - Design in progress; coordination with USBR and BB Limited
3. Citywide RRXG Improvements:
 - Coordinating crossing improvements with Railroad, Caltrans & CPUC
 - Construction anticipated in Winter 2023
4. MJHS Safe Routes to School Project
 - Construction with ATP funding in progress
 - Complete: May 2023
5. 2022 Local Street Reconstruction Project
 - Construction with SB1 funding
 - Starts: 5/15/2023
 - Complete: 6/30/2023
6. Backwash Reclaim Project
 - Design is underway; looking for funding opportunities for construction
7. Mendota Stormwater Improvement Project
 - Prop 68 UFBGP funded: Bids Opened on 5/2/23
 - Construction anticipated in Summer/Fall 2023
8. Derrick & Oller Roundabout
 - CEQA & NEPA completed
 - Design in progress
 - Construction anticipated in Spring 2024
9. Westside Water Tank & Booster Pump
 - ARPA funded design is underway
 - Construction anticipated in Fall 2023
10. 5th & Quince Street Reconstruction:
 - Design underway
 - Construction funded with STBG funds in FFY 23/24

Planning/Development Projects

1. Rojas Pierce Park Annexation
 - Continuing discussions with USBR about whether and how the WWD land retirement program affects the project.
2. Regional Housing Needs Allocation
 - Participating in Fresno COG meetings for 6th Cycle multijurisdictional Housing Element
3. Safe Routes to School Master Plan
 - Final Draft Plan out for public comment
 - Completion in Spring 2023
4. Airport Reuse
 - Investigating closure and potential reuse of airport property

Grant Applications:

1. Amador & Smoot Extension:
 - \$874,000 in STBG & CMAQ TPP funds; Construction authorization in FFY 23/24
2. Triangle Park & Pool Park:
 - Assisted in Clean CA Grant application for both parks

On-going (this month):

1. Representation of the City at FCOG TTC
2. Coordination of road projects with Caltrans
3. Assistance to Finance Director for grant opportunities
4. Coordination with USACOE for Panoche Creek flood study

Overall P&P Staff engaged (month of March):

- Engineers: 6
- Planners: 3
- Surveyors: 3
- Environmental Specialist: 0
- GIS/CAD Specialists: 1
- Construction Manager: 1
- Project Administrator: 4

Abbreviations:

EOPCC – Engineer's Opinion of Probable Construction Cost
NTP – Notice to Proceed
CUCCAC – California Uniform Construction Cost Accounting Commission
STBG – Surface Transportation Block Grant
CMAQ – Congestion Mitigation and Air Quality (grant)
ATP – Active Transportation Plan (grant)
RFP – Request for Proposal

RFA- Request for Authorization (for grant funding)
FCOG – Fresno Council of Governments
ADA – Americans with Disabilities Act
DBE – Disadvantaged Business Enterprise
TTC – Technical Transportation Committee (through FCOG)
RTP/SCS – Regional Transportation Plan, Sustainable Communities Strategies