

Barry Waite, Mayor
Bill Uphoff, Mayor Pro Tem
James Gazeley, Council Member
Cindy Segawa, Council Member
Mark A. Waronek, Council Member



LOMITA CITY HALL
COUNCIL CHAMBERS
24300 Narbonne Avenue
Lomita, CA 90717
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Next Resolution No. 2023-06
Next Ordinance No. 847

**AGENDA
REGULAR MEETING
LOMITA CITY COUNCIL
TUESDAY, APRIL 4, 2023
6:00 P.M.**

THE CITY COUNCIL HAS RESUMED PUBLIC MEETINGS IN THE COUNCIL CHAMBERS. PARTICIPATION BY MEMBERS OF THE PUBLIC IS ONLY GUARANTEED VIA IN-PERSON ATTENDANCE.

AS A COURTESY, THE CITY WILL ATTEMPT TO ALSO ALLOW PUBLIC PARTICIPATION DURING THE MEETING VIA A COMPUTER OR SMART DEVICE USING THE FOLLOWING ZOOM LINK:

<https://us02web.zoom.us/j/87836258466>

Telephone Option: (669) 900-6833 Meeting ID: 878 3625 8466

Please note that the City cannot, and does not, guarantee that the above Zoom link or dial in feature will work, that any individual commenter's computer or smart device will operate without issue, or that the City's hosting of the Zoom will work without issue. Members of the public acknowledge this and are on notice that public participation is only guaranteed via attendance in Council Chambers and that the Zoom option is provided as a courtesy only. Technological issues or failure of the Zoom link to be operational for any reason will not result in any pause, recess, or cancellation of the meeting.

If you wish to provide public comment during oral communications or for a particular agenda item, you may either contact the City Clerk's Office before the meeting, at 310-325-7110 ext. 141, complete a speaker card and give it to the City Clerk or if participating via Zoom utilize the "raise hand" function to join the queue to speak when the Mayor calls the item for discussion. Your name and city of residency is requested, but not required.

No meeting of the Lomita Public Financing Authority will be held on this date.

1. OPENING CEREMONIES

- a) Call Meeting to Order
- b) Flag Salute
- c) Invocation – Mayor Waite
- d) Roll Call
- e) Closed Session Announcement

2. APPROVAL OF AGENDA

3. PRESENTATIONS

- **RECOGNITION OF OSAKA MARATHON PARTICIPANTS SERGEANT DAVID DUARTE AND DEPUTY JOHN HONG ON BEHALF OF THE LOMITA SISTER CITY ASSOCIATION AND SISTER CITY TAKAISHI**
- **PROCLAMATION RECOGNIZING APRIL AS DONATE LIFE MONTH PRESENTED TO ONELEGACY**

4. ORAL COMMUNICATIONS

Persons wishing to speak on Consent Agenda items or subjects other than those scheduled are requested to do so at this time. In order to conduct a timely meeting, a three (3) minute time limit per person has been established. Government Code Section 54954.2 prohibits the Council from discussing or taking action on a specific item unless it appears on a posted agenda.

5. ORAL COMMUNICATIONS AND MEETING ATTENDANCE REPORTS FROM THE CITY COUNCIL

The City Council may discuss and act upon items described under Council comments; however, items which are not on the agenda will be limited to Council reports, announcements, requests for clarification or factual information, or placement of matters on the agenda for a future meeting.

6. CITY MANAGER’S REPORT (information only)

7. CONSENT AGENDA

All items under the Consent Agenda are considered by the Council to be routine and will be enacted by one motion in the form listed below. There may be separate discussions of these items prior to the time the Council votes on the motion. Specific items may be removed from the Consent Agenda at the request of any Council Member or staff.

RECOMMENDED ACTION: That Consent Agenda Items 7a-j be approved.

- a. Motion to Waive Full Reading of Ordinances and that They be Read in Title Only

RECOMMENDED ACTION: Approve motion.

- b. Minutes of the Regular City Council Meetings of March 7, 2023, and March 21, 2023

RECOMMENDED ACTION: Approve minutes.

- c. Warrants/Payroll Register

RECOMMENDED ACTION: Approve and file Warrants/Payroll Register.

- d. Proclamation Recognizing April 28, 2023, as Arbor Day

RECOMMENDED ACTION: Adopt Proclamation.

- e. First Amendment to Agreement with AKM for Construction Management Services related to the Cypress Facility Upgrades

RECOMMENDED ACTION: Approve the First Amendment to Agreement 2020-22 with AKM Consulting Engineers for construction management services related to Cypress Facility upgrades for a total not to exceed \$513,826 inclusive of previously approved funding; and authorize the City Manager and City Clerk to execute the Amendment.

- f. Accept Work and File Notice of Completion for the Street Reconstruction Project Zones C & F

RECOMMENDED ACTION: Accept the work performed by Sequel Contractors, Inc. for the construction of Street Reconstruction Project Zones C & F; authorize the Public Works Director to sign the Notice of Completion (NOC) and release the 5% retention payment in the amount of \$104,910.14. to Sequel Contractors, Inc. 35 calendar days after recordation of the NOC by the County Recorder’s Office contingent upon no claims being filed on the project; and authorize the City Clerk to file the NOC with the County Recorder’s Office.

- g. Agreement with Calgon Carbon Corporation for the Cypress Water Production Facility

RECOMMENDED ACTION: Authorize the City Manager and City Clerk to execute an agreement with Calgon Carbon Corporation for granular activated carbon, in a form approved by the City Attorney, for an amount up to \$520,000.

- h. Consideration of Settlement Agreements with Defendants Teva, Allergan, Walmart, Walgreens, and CVS who have Entered into the 2022 National Opioid Settlement Agreements

RECOMMENDED ACTION: Opt into settlement agreements with three pharmacy chains—CVS, Walgreens, and Walmart and direct the City Manager to execute any documents necessary to implement the action and, when possible, allocate the City’s designated share of settlement funds to the County of Los Angeles; and Opt into settlement agreements with two opioid manufacturers—Allergan and Teva and direct the City Manager to execute any documents necessary to implement the action and, when possible, allocate the City’s designated share of settlement funds to the County of Los Angeles.

- i. 2022 Annual Progress Report for the General Plan

RECOMMENDED ACTION: Receive and file the City’s 2022 Annual Progress Report on the General Plan. Review and submittal of the report is not a project requiring review under the California Environmental Quality Act (CEQA).

- j. Resolution of Public Convenience and Necessity Relative to Conditional Use Permit No. 307, for the Sale of Beer, Wine, and Distilled Spirits for Target Located at 2130 Pacific Coast Highway in the C-R (Commercial Retail) Zone

RECOMMENDED ACTION: Adopt resolution.

2023-06 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, RESOLVING THE PUBLIC CONVENIENCE AND NECESSITY OF AN ABC LICENSE FOR THE SALE OF BEER, WINE, AND DISTILLED SPIRITS FOR OFF-SITE CONSUMPTION AT 2130 PACIFIC COAST HIGHWAY

8. SCHEDULED ITEMS

- a. **DISCUSSION REGARDING SAFE AND SANE FIREWORKS**

Presented by Ryan Smoot, City Manager

RECOMMENDED ACTION: Receive the information presented, discuss, and if desired, provide further direction.

9. PUBLIC HEARINGS

- a. **DISCUSSION AND CONSIDERATION OF AN ORDINANCE AMENDING LOMITA MUNICIPAL CODE TITLE VI (BUSINESSES, PROFESSIONS AND TRADES), CHAPTER 8 (MASSAGE BUSINESSES AND PRACTITIONERS) TO CLARIFY LANGUAGE AND SPECIFY REGULATIONS** (No staff report)

Presented by Brianna Rindge, Community & Economic Development Director

RECOMMENDED ACTION: Continue the item to the April 18, 2023, City Council meeting.

b. DISCUSSION AND CONSIDERATION OF ZONING TEXT AMENDMENT NO. 2023-02, AN ORDINANCE AMENDING LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING) TO MODIFY OFF-STREET PARKING RESTRICTIONS AND PERMIT ADDITIONAL TYPES OF PARKING LOT SIGNS, TO ADD DEFINITIONS

Presented by Laura MacMorran, Associate Planner

RECOMMENDED ACTION: After the City Attorney reads the title of the ordinance, accept the recommendation of the Planning Commission and introduce on first reading an ordinance amending Lomita’s Municipal Code Sections 11-1.15(D) and 11-1.15(S) (Definitions), Section 11-1.66.05 to modify off-street parking regulations and Article 67 to modify sign regulations, find the project is categorically exempt from the California Environmental Quality Act, and direct staff to schedule the second reading and adoption of the ordinance.

ORDINANCE NO. 847 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING ZONE TEXT AMENDMENT No. 2023-02 AND AMENDING LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING) ARTICLE 15 (DEFINITIONS), ARTICLE 66 (OFF-STREET PARKING, STORAGE AND LOADING), AND ARTICLE 67 (SIGNS) AND FINDING THE ACTION TO BE CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. INITIATED BY BRFI LOMITA II, LLC, 11611 SAN VICENTE BOULEVARD, SUITE 900, LOS ANGELES, CA 90049 (APPLICANT)

10. ADJOURNMENT

The City Council adjourns this meeting in memory of Council Member Gazeley’s mother, Lomita resident Lorraine Frances Manfrass, and Lomita resident and former Commissioner Richard Emerson Colbary.

Written materials distributed to the City Council within 72 hours of the City Council meeting are available for public inspection via the City’s website and copies are available for public inspection beginning the next regular business day in the City Clerk’s Office, 24300 Narbonne Avenue, Lomita.

In compliance with the Americans with Disabilities Act (ADA) if you need special assistance to participate in this meeting, please contact the office of the City Clerk at (310) 325-7110. Notification at least forty-eight (48) hours prior to the meeting will enable the City to make reasonable arrangements.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted not less than 72 hours prior to the meeting at the following locations: Lomita City Hall, Lomita Park, and uploaded to the City of Lomita website http://www.lomita.com/cityhall/city_agendas/.

Date Posted: March 30, 2023



Kathleen Horn Gregory, MMC, City Clerk

**MINUTES OF THE
LOMITA CITY COUNCIL
REGULAR MEETING
TUESDAY, MARCH 7, 2023**

1. OPENING CEREMONIES

a. Call Meeting to Order

The regular meeting of the Lomita City Council was called to order by Mayor Waite at 6:00 p.m. on Tuesday, March 7, 2023, in the Council Chambers at Lomita City Hall, 24300 Narbonne Avenue, Lomita, California.

b. Flag Salute

Council Member Segawa led the salute to the flag.

c. Invocation

Council Member Segawa gave the invocation.

d. Roll Call

PRESENT: Council Member Segawa, Mayor Pro Tem Uphoff, and Mayor Waite

ABSENT: Council Members: Gazeley and Waronek

STAFF PRESENT: City Manager Smoot, City Attorney Rusin, Assistant City Manager Sugano, Community and Economic Development Director Rindge, Administrative Services Director Kamada, Public Works Director Dillon, Management Analyst Hernandez, Management Assistant Adamzadeh, and City Clerk Gregory

2. APPROVAL OF AGENDA

Council Member Segawa made a motion, seconded by Mayor Pro Tem Uphoff to approve the agenda.

MOTION CARRIED by the following vote:

AYES: Council Member Segawa, Mayor Pro Tem Uphoff, and Mayor Waite

NOES: None

ABSENT: Council Members: Gazeley and Waronek

3. PRESENTATIONS

None scheduled.

4. ORAL COMMUNICATIONS

Lomita resident Laurie Ellsworth requested that a section of curb on Walnut Street near its intersection with 240th Street be painted red due to an RV that frequently parks there. She presented signatures from Lomita residents in favor of the request to City Clerk Gregory.

Lomita resident George Kivett sympathized with the request for the red curb, but was not in favor of having it painted. He mentioned the high curbs at 24309 Walnut Street and the difficulty in accessing the Public Works yard for those with limited mobility. He praised City staff for restoring the benches at Lomita Park and fixing a street sign quickly.

Winona Phillabaum, Lomita Community Library Manager, announced upcoming events and programs.

Lomita resident Monique Tippie shared concerns about visibility while trying to make left hand turns at 240th Street onto Narbonne Avenue near Cream Pan. She was also interested in having a red curb at Walnut and 240th Street and asked if Council could consider the request.

Lomita resident Janet Villasenor also spoke concerning visibility at 240th Street and Narbonne Avenue, and the lack of enforcement of the one-hour parking limits on Lomita Boulevard in front of Carpet Spectrum.

5. ORAL COMMUNICATIONS AND MEETING ATTENDANCE REPORTS FROM THE CITY COUNCIL

Council Member Segawa reported on the following:

- March 2 – Read Across America Day at Lomita Magnet and Eshelman Elementary Schools
- Recent Founders Day Committee Meeting
- February 22 – Economic Development Committee Meeting
- Recent South Bay Workforce Investment Board Orientation

Mayor Pro Tem Uphoff reported on the following:

- February 22 – League of California Cities Legislative Committee Meeting
- February 22 – Chinese People Association for Friendship with Foreign Countries Dinner
- February 23 – L.A. County City Selection Committee Meeting
- March 1 – South Bay Cities Council of Governments (SBCCOG) Homeless Services Committee Meeting
- March 2 – SBCCOG South Bay Housing Education Forum Unit 3: Deconstructing RHNA: Do the Assumptions Add Up?
- Announced Lomita Sheriff's Station BBQ Fundraiser at Lomita Park on Wednesday, March 8, 11 a.m. to 3 p.m.

Mayor Waite reported on the following:

- February 22 – Lomita Chamber of Commerce Business Mixer
- February 23 – L.A. County Economic Development Corporation Economic Forecast
- February 23 – Exposition Park General Manager Installation at L.A. Coliseum

6. CITY MANAGER'S REPORT (information only)

City Manager Smoot announced the Lomita Sheriff's Station BBQ Fundraiser at Lomita Park on Wednesday, March 8, 11.a.m. to 3:00 p.m.

7. CONSENT AGENDA

RECOMMENDED ACTION: That Consent Agenda Items 7a-e be approved.

Council Member Segawa made a motion, seconded by Mayor Pro Tem Uphoff to approve the recommended action.

MOTION CARRIED by the following vote:

AYES: Council Member Segawa, Mayor Pro Tem Uphoff, and Mayor Waite

NOES: None

ABSENT: Council Members: Gazeley and Waronek

Approved the following Consent Agenda items:

- a. Motion to Waive Full Reading of Ordinances and that They be Read in Title Only

RECOMMENDED ACTION: Approve motion.

- b. Minutes of the Regular City Council Meetings of October 18, 2022, and February 7, 2023

RECOMMENDED ACTION: Approve minutes.

- c. Warrants/Payroll Register

RECOMMENDED ACTION: Approve and file Warrants/Payroll Register.

- d. Service Order with Spectrum Enterprise re: Establishment of a PEG Channel Service

RECOMMENDED ACTION: Authorize the City Manager to sign a service order with Spectrum Enterprise to establish service for a City PEG channel and direct the City Manager/City Attorney to approve as to form.

- e. Acceptance of the City's Single Audit Report for Fiscal Year 2021-2022

RECOMMENDED ACTION: Receive and file the Fiscal Year 2021-2022 Single Audit Report.

8. SCHEDULED ITEMS

None scheduled.

9. PUBLIC HEARINGS

a. **DISCUSSION AND CONSIDERATION OF ZONING TEXT AMENDMENT NO. 2023-01, AN ORDINANCE AMENDING LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING) TO ENSURE CONSISTENCY WITH STATE LAW**

RECOMMENDED ACTION: Accept the recommendation of the Planning Commission and introduce on first reading an ordinance amending Title XI (Planning and Zoning), find the request exempt from the California Environment Quality Act (CEQA), and direct staff to schedule the second reading and adoption of the ordinance.

Director Rindge introduced the item and gave a brief report stating that on December 21, 2021, the City Council adopted the Housing Element for the eight-year planning period of 2021-2029 and authorized staff to make revisions or clarifications in consultation with the State. On December 20, 2022, the City Council reviewed the authorized staff changes required by the California Department of Housing and Community Development (HCD) and finalized the certified Housing Element which had already been approved by HCD. The draft ordinance presented achieves progress on six of the 31 adopted Housing Element Programs as required by HCD and was recommended for adoption by the Planning Commission at the February 13, 2023, Planning Commission meeting.

There being no questions from the Council, Mayor Waite opened the public hearing at 6:31 p.m.

Resident George Kivett stated that he would like to keep A1 zones in Lomita at a lower density, and stressed the need for construction projects to provide adequate parking.

There being no further questions or comments, the public hearing was closed at 6:33 p.m. and the item was brought back to the Council for a motion.

City Attorney Rusin read the title of the ordinance to be introduced.

Council Member Segawa made a motion, seconded by Mayor Pro Tem Uphoff to approve the recommended action.

MOTION CARRIED by the following vote:

AYES: Council Member Segawa, Mayor Pro Tem Uphoff, and Mayor Waite

NOES: None

ABSENT: Council Members: Gazeley and Waronek

ORDINANCE NO. 845 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING ZONE TEXT AMENDMENT 2023-01 AMENDING VARIOUS SECTIONS OF LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING) TO ENSURE CONSISTENCY WITH STATE LAW REGARDING SUPPORTIVE, TRANSITIONAL, AND EMPLOYEE HOUSING, LOW-BARRIER NAVIGATION CENTERS, REASONABLE ACCOMMODATION, COVERED PARKING, SENIOR PLANNED UNIT DEVELOPMENTS, EMERGENCY SHELTERS, AND SUBSTANDARD LIVING CONDITIONS, AS WELL AS THE STRIKING OF UNUSED EXISTING ZONING DISTRICTS, AND FINDING THE ACTION TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

b. DISCUSSION AND CONSIDERATION OF AN ORDINANCE TO AMEND CHAPTER 5 (ADMINISTRATIVE CITATIONS AND PENALTIES) OF TITLE I OF THE LOMITA MUNICIPAL CODE TO ALTER THE PROVISIONS AND PROCEDURES RELATED TO ADMINISTRATIVE CITATIONS

RECOMMENDED ACTION: After the City Attorney reads the title, introduce on first reading Ordinance No. 846 amending Chapter 5 (Administrative Citations and Penalties) of Title I of the Lomita Municipal Code (LMC) to alter the procedures involved in the administrative citation provisions of the LMC and finding such action exempt from the California Environmental Quality Act, and direct staff to schedule second reading and adoption of the ordinance.

Management Assistant Adamzadeh presented a brief report stating that in November of 2022, the City Council authorized Data Ticket to provide code enforcement collection services alongside parking enforcement. Throughout the implementation process, staff has updated procedures and policies to align with those recommended by Data Ticket to improve correction and compliance. Staff has prepared a draft ordinance to improve the process, to avoid enforcement challenges, and to ensure compliance with State law.

There being no questions from the Council, Mayor Waite opened the public hearing at 6:37 p.m.

There being no questions or comments from the public, the public hearing was closed at 6:37 p.m. and the item was brought back to the Council for a motion.

City Attorney Rusin read the title of the ordinance to be introduced.

Council Member Segawa made a motion, seconded by Mayor Pro Tem Uphoff to approve the recommended action.

MOTION CARRIED by the following vote:

AYES: Council Member Segawa, Mayor Pro Tem Uphoff, and Mayor Waite

NOES: None

ABSENT: Council Members Gazeley and Waronek

ORDINANCE NO. 846 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, AMENDING CHAPTER 5 OF TITLE I OF THE LOMITA MUNICIPAL CODE TO ALIGN WITH NEW REGULATIONS IN ENFORCING ADMINISTRATIVE CITATIONS TO ACHIEVE COMPLIANCE AND FINDING THE SAME EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

10. ADJOURNMENT

Prior to adjourning, Council Member Segawa requested a report on the red curb request on Walnut. City Manager Smoot stated staff would send Council the background on the request.

There being no further business to discuss, Mayor Waite adjourned the meeting in memory of City of Lomita Assistant Engineer Ethelbert Doble and Lomita resident and former Traffic Commissioner Marty Spain at 6:42 p.m.

Respectfully submitted,

Kathleen Horn Gregory, MMC, City Clerk
Adopted:

DRAFT

**MINUTES
REGULAR MEETING
LOMITA CITY COUNCIL
TUESDAY, MARCH 21, 2023**

1. OPENING CEREMONIES

a. Call Meeting to Order

The regular meeting of the Lomita City Council was called to order by Mayor Waite at 6:03 p.m. on Tuesday, March 21, 2023, in the Council Chambers at Lomita City Hall, 24300 Narbonne Avenue, Lomita, California.

b. Flag Salute

Mayor Pro Tem Uphoff led the salute to the flag.

c. Invocation

Mayor Pro Tem Uphoff gave the invocation.

d. Roll Call

PRESENT: Council Members Gazeley, Segawa, and Waronek, Mayor Pro Tem Uphoff, and Mayor Waite

ABSENT: None

STAFF PRESENT: City Manager Smoot, Assistant City Manager Sugano, City Attorney Rusin, Community and Economic Development Director Rindge, Administrative Services Director Kamada, Public Works Director Dillon, Senior Management Analyst Hernandez, and Deputy City Clerk Abbott

2. APPROVAL OF AGENDA

Council Member Segawa made a motion, seconded by Mayor Pro Tem Uphoff to approve the agenda.

MOTION CARRIED by the following vote:

AYES: Council Members: Gazeley, Segawa, Waronek, Mayor Pro Tem Uphoff, and Mayor Waite

NOES: None

ABSENT: None

3. PRESENTATIONS

The City Council recognized and thanked current Housing Authority Commissioners Rosemary Hart and Judi Larson and former Commissioner Deborah Louviere, and presented them with Team Lomita jerseys.

4. ORAL COMMUNICATIONS

Mayor Waite announced the time for public comments on Consent Agenda items or subjects other than those scheduled. There being no requests to speak, Mayor Waite closed oral communications.

5. ORAL COMMUNICATIONS AND MEETING ATTENDANCE REPORTS FROM THE CITY COUNCIL

Council Member Segawa reported on the following:

- Recent South Coast Botanic Garden Children and Family Garden Groundbreaking

Mayor Pro Tem Uphoff reported on the following:

- March 8 – Lomita Sheriff's Station BBQ Fundraiser
- March 9 – California Department of Housing & Community Development Future Regional Housing Needs Assessment (RHNA) Allocation Kickoff Webinar
- March 9 – South Bay Cities Council of Governments (SBCCOG) Transportation Steering Committee Meeting
- March 13 – SBCCOG Board Meeting
- March 15 – L.A. County Response to Homelessness Meeting
- March 15 – League of California Cities Legislative Briefing on 2023 Bills
- March 17 – League of California Cities Community Services Policy Committee Meeting

Council Member Gazeley reported on the following:

- Recent Civilian Oversight Commission Report – Request from the Association for Los Angeles Deputy Sheriffs (ALADS) for a letter from the Council to the L.A. County Board of Supervisors opposing the recommended rotation of deputies every five years (City Manager Smoot will soon bring an item before the City's Legislative Committee with a recommendation to the Council)

Council Member Waronek reported on the following:

- March 1 – California Contract Cities Association (CCCA) Board of Directors Meeting
- March 10 – South Bay Legislative Forum at Cal State Dominguez Hills
- March 6-9 – CCCA Annual Legislative Trip to Washington D.C.
- March 16 – Lomita Chamber of Commerce Board Meeting
- Announced the 18th Annual Golden Apple Awards, sponsored by the Lomita-Harbor City Kiwanis Club, on May 5, 2023

Mayor Waite had nothing to report.

6. CITY MANAGER'S REPORT (information only)

City Manager Smoot announced the Annual Lomita Easter Egg Hunt at Lomita Park on Saturday, April 8, 2023.

7. CONSENT AGENDA

RECOMMENDED ACTION: That Consent Agenda Items 7a-n be approved.

Council Member Segawa made a motion, seconded by Council Member Waronek to approve the recommended action.

MOTION CARRIED by the following vote:

AYES: Council Members: Gazeley, Segawa, Waronek, Mayor Pro Tem Uphoff, and Mayor Waite
NOES: None
ABSENT: None

Approved the following Consent Agenda items:

- a. Motion to Waive Full Reading of Ordinances and that They be Read in Title Only

RECOMMENDED ACTION: Approve motion.

- b. Warrants/Payroll Register

RECOMMENDED ACTION: Approve and file Warrants/Payroll Register.

- c. Monthly Report for the Administrative Services Department

RECOMMENDED ACTION: Receive and file the report.

- d. Monthly Report for the City Manager's Department

RECOMMENDED ACTION: Receive and file the report.

- e. Monthly Report for the Community and Economic Development Department

RECOMMENDED ACTION: Receive and file the report.

- f. Monthly Report for the Recreation and Facilities Division

RECOMMENDED ACTION: Receive and file the report.

- g. Monthly Report for the Public Works Department

RECOMMENDED ACTION: Receive and file the report.

h. January 2023 Treasury & Investment Report

RECOMMENDED ACTION: Receive and file the report.

i. Quarterly Financial Report

RECOMMENDED ACTION: Receive and file the report.

j. Second Reading and Adoption of Ordinance No. 845 for Zoning Text Amendment No. 2023-01 Amending Lomita Municipal Code Title XI (Planning and Zoning) to Ensure Consistency with State Law

RECOMMENDED ACTION: Adopt Ordinance.

ORDINANCE NO. 845 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING ZONE TEXT AMENDMENT 2023-01 AMENDING VARIOUS SECTIONS OF LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING) TO ENSURE CONSISTENCY WITH STATE LAW REGARDING SUPPORTIVE, TRANSITIONAL, AND EMPLOYEE HOUSING, LOW-BARRIER NAVIGATION CENTERS, REASONABLE ACCOMMODATION, COVERED PARKING, SENIOR PLANNED UNIT DEVELOPMENTS, EMERGENCY SHELTERS, AND SUBSTANDARD LIVING CONDITIONS, AS WELL AS THE STRIKING OF UNUSED EXISTING ZONING DISTRICTS, AND FINDING THE ACTION TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

k. Second Reading and Adoption of Ordinance No. 846 to Amend Chapter 5 (Administrative Citations and Penalties) of Title I of the Lomita Municipal Code to Alter the Provisions and Procedures Related to Administrative Citations

RECOMMENDED ACTION: Adopt Ordinance.

ORDINANCE NO. 846 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, AMENDING CHAPTER 5 OF TITLE I OF THE LOMITA MUNICIPAL CODE TO ALIGN WITH NEW REGULATIONS IN ENFORCING ADMINISTRATIVE CITATIONS TO ACHIEVE COMPLIANCE AND FINDING THE SAME EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

l. Purchase of Electric Vehicle for Public Works Water Division

RECOMMENDED ACTION: Authorize purchase of a Chevy Bolt EV.

m. 2022 Annual Housing Element Progress Report

RECOMMENDED ACTION: Receive and file the City's 2022 Annual Housing Element Progress Report.

n. Geographic Information System (GIS) Services

RECOMMENDED ACTION: 1) Authorize participation in LARIAC; 2) Approve the Services for ESRI to provide ArcGIS Subscriptions; 3) Authorize the City Manager and City Clerk to execute an agreement for GIS consulting services, in a form approved by the City Attorney, for an amount less than \$20,000; and 4) Appropriate \$30,337 for GIS-related services in FY22-23.

8. SCHEDULED ITEMS

a. DISCUSSION AND CONSIDERATION OF ALLOWING MURALS ON PRIVATE PROPERTY

RECOMMENDED ACTION: Discuss and, if desired, provide staff direction to return with an ordinance further permitting and regulating murals on private property within the City.

Director Rindge presented the staff report per the agenda material. She stated that since July 1, 2021, the City has spent \$27,150.00 removing graffiti from private property. Staff have received requests for mural installation as a means to deter future or continuous graffiti, citing success in other cities. Staff researched 23 other in-state and out-of-state cities and compiled a list of elements from ordinances that Director Rindge outlined with staff recommendations.

There was brief Council discussion about locations of the murals, upkeep, subject matter, design standards, and the possibility that murals will draw more visitors to the City.

There being no requests from the public to speak on this item, it was Council consensus for staff to bring back a draft ordinance on the item for consideration, to include elements relative to concerns discussed this evening.

9. PUBLIC HEARINGS

a. PUBLIC HEARING #3 TO RECEIVE PUBLIC COMMENTS ON DRAFT MAPS AND THE TRANSITION TO DISTRICT-BASED ELECTIONS UNDER THE CALIFORNIA VOTING RIGHTS ACT

RECOMMENDED ACTION: 1) Receive the staff report and presentation on the Draft Maps; 2) Conduct the third Public Hearing to obtain public input and provide direction to staff on recommended changes to the Draft Maps, if any; and 3) Approve the Draft Maps for circulation to the public for comment.

City Attorney Rusin introduced the item. He stated that this is the third public hearing of four required as a part of the process for the City to consider the move to districts. City Manager Smoot introduced Kylie Sun, Business Analyst with Tripepi Smith, and Andrew Westall, Principal with Bear Demographics & Research, to give the presentation.

Ms. Sun reported that the City launched a webpage dedicated to districting on the existing City website which includes information on the districting process, a schedule of public hearings and workshops, and mapping tools. Other outreach efforts included publishing 25 social media posts on all of the City's social media platforms in both English and Spanish, bilingual flyers and press releases, and contact with 30 community leaders via

email and phone to encourage them to get involved in the process and to keep them informed. There were also two community workshops held—one hybrid and the other in-person. Outreach efforts will continue throughout the process.

Mr. Westall stated that there were eleven draft maps submitted for consideration. Input from all maps submitted was taken into consideration along with ensuring that each district contains some type of park, school, and commercial street such as Lomita Boulevard, Narbonne Avenue, or Pacific Coast Highway. Some of Lomita's blocks are very long so that too was a consideration.

He presented three draft maps for Council consideration which fulfill the legal requirements of meeting census population voting age population and citizens voting population from the American Community Survey. Draft map #1 has a 5.8 deviation, draft map #2 has a 3.4 deviation with more equalization of the population, and map #3 has a 4.2 deviation.

Council Member Waronek stressed the importance of keeping distinct neighborhoods together in a district as communities of interest. Mayor Waite shared the same community of interest concerns in areas with large apartment complexes and condominiums, particularly south of Pacific Coast Highway.

There was Council discussion about the difficulty of getting residents to run for Council, the personal costs incurred by Council Members, and Council salaries. Council also expressed their concern with having to go through the process of districting for such a small city of less than two square miles. It was the consensus of the Council for staff to bring back an item to discuss Council compensation, and another item to discuss ways to encourage community interest in running for office.

Mayor Waite opened the public hearing at 7:17 p.m.

Lomita resident Barbara Barker spoke briefly regarding the California Voting Rights Act and its aim of making sure that minorities in every community have a voice.

As there were no further requests from the public to speak on this item, Mayor Waite closed the public hearing at 7:19 p.m. and brought the item back for further discussion.

Mr. Westall stated that all three of the maps presented met the requirements of State and Federal law including the California Voting Rights Act and the California FAIR Maps Act. He clarified the Council's desire to create an additional map to address the concerns brought up by Council Member Waronek to present at the final public hearing on April 18, 2023. He stated that the public would be able to continue to submit maps until April 4, 2023, and the fourth draft map would be on the City's website by April 11, 2023, for public review.

Council Member Waronek wanted the record to show that although he has a Polish surname, he identifies as half Mexican.

Mayor Pro Tem Uphoff made a motion, seconded by Council Member Segawa to approve the draft maps for circulation to the public for comment, including adding a fourth map for consideration available on the website by April 11, 2023.

MOTION CARRIED by the following vote:

AYES: Council Members: Gazeley, Segawa, Waronek, Mayor Pro Tem Uphoff, and
Mayor Waite

NOES: None

ABSENT: None

10. ADJOURNMENT

The City Council adjourned, in memory of Vivian Peightal, long-time member of the Lomita Historical Society, and Mayor Pro Tem Uphoff's father-in-law, John Conner, at 7:26 p.m.

Kathleen Horn Gregory, MMC, City Clerk
Adopted:

DRAFT

TO: Honorable Mayor and City Council
FROM: Administrative Services Department
DATE: April 4, 2023
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

April 4, 2023	TOTAL WARRANTS ISSUED:	\$590,201.87
	Wires Transfers:	10838-10843
	Prepay:	530395
	Check Numbers:	530396-530452

Total Pages of Register: 13

March 24, 2023	TOTAL PAYROLL ISSUED:	\$116,772.36
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I hereby certify that the demands or claims covered by the checks listed on pages 1 to 13 inclusive of the check register are accurate and funds are available for payment thereof:



Susan Kamada
Administrative Services Director



Lomita, CA

Warrant Register

By Vendor Name

Payment Dates 3/22/2023 - 4/4/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount	
Vendor: 12798 - 4LEAF, Inc.						
530396	04/04/2023	4LEAF, Inc.	J4121B-R	Augmented Code Enforcement ...	7,125.00	
					Vendor 12798 - 4LEAF, Inc. Total:	7,125.00
Vendor: 6948 - A1 Lawnmower Shop						
530397	04/04/2023	A1 Lawnmower Shop	01424	Topper	66.15	
					Vendor 6948 - A1 Lawnmower Shop Total:	66.15
Vendor: 7353 - ACE Whatever It Takes						
530398	04/04/2023	ACE Whatever It Takes	5754	Stop Rust 1 qt	38.58	
530398	04/04/2023	ACE Whatever It Takes	5757	2 X 3-1/2 in. L Impact Power Bit...	5.50	
530398	04/04/2023	ACE Whatever It Takes	5757	2 X 6" L Power Bit S2 Tool Steel ...	6.59	
530398	04/04/2023	ACE Whatever It Takes	5757	Flip Folding Utility Knife Set Red...	25.35	
530398	04/04/2023	ACE Whatever It Takes	5757	Slotted Screwdriver Kit 6 pc	25.35	
530398	04/04/2023	ACE Whatever It Takes	5757	Replacement Blade 5 pk	2.63	
530398	04/04/2023	ACE Whatever It Takes	5757	Misc. Fasteners	3.53	
530398	04/04/2023	ACE Whatever It Takes	5757	Gloves	7.71	
530398	04/04/2023	ACE Whatever It Takes	5757	Impact Gloves	25.35	
530398	04/04/2023	ACE Whatever It Takes	5757	No-Spill Plastic Gas Can 2.5 gal	35.27	
530398	04/04/2023	ACE Whatever It Takes	5760	Misc. Fasteners	1.55	
530398	04/04/2023	ACE Whatever It Takes	5760	2" L Screwdriver Socket Adapter..	11.01	
530398	04/04/2023	ACE Whatever It Takes	5760	Misc. Fasteners	4.41	
530398	04/04/2023	ACE Whatever It Takes	5760	3/4" X 3/8" Drive SAE 12 Point ...	8.82	
530398	04/04/2023	ACE Whatever It Takes	5764	Spray Paint	66.02	
530398	04/04/2023	ACE Whatever It Takes	5765	Paper Shop Towels 12" W X 10"...	16.53	
530398	04/04/2023	ACE Whatever It Takes	5765	Safety Glasses Clear Lens	29.76	
530398	04/04/2023	ACE Whatever It Takes	5765	Misc. Fasteners	3.89	
530398	04/04/2023	ACE Whatever It Takes	5765	Cotton Shop Towels 14" W X 12...	7.71	
530398	04/04/2023	ACE Whatever It Takes	5765	Plastic/Rubber/Vinyl Protectant...	9.91	
530398	04/04/2023	ACE Whatever It Takes	5766	Misc. Fasteners	0.66	
530398	04/04/2023	ACE Whatever It Takes	5766	Misc. Fasteners	1.52	
530398	04/04/2023	ACE Whatever It Takes	5766	Misc. Fasteners	1.74	
530398	04/04/2023	ACE Whatever It Takes	5766	1.5 V 0.11 Ah Medical Battery 4...	15.41	
530398	04/04/2023	ACE Whatever It Takes	5766	Foam/Polyester Knee Pads Black	16.53	
530398	04/04/2023	ACE Whatever It Takes	5767	Klean Strip Acetone Solvent 1 qt	26.44	
530398	04/04/2023	ACE Whatever It Takes	5768	Drain Unclogger	14.33	
530398	04/04/2023	ACE Whatever It Takes	5768	5/8 in. D X 50 ft. L Heavy Duty G...	41.88	
530398	04/04/2023	ACE Whatever It Takes	5772	Paint and Primer Spray Paint 12...	13.21	
530398	04/04/2023	ACE Whatever It Takes	5772	Misc. Fasteners	19.78	
530398	04/04/2023	ACE Whatever It Takes	5772	Misc. Fasteners	3.11	
530398	04/04/2023	ACE Whatever It Takes	5773	Misc. Fasteners	1.52	
530398	04/04/2023	ACE Whatever It Takes	5773	Luggage Lock 1-1/8"	17.62	
530398	04/04/2023	ACE Whatever It Takes	5774	Potting Mix Soil 1 cf	33.08	
					Vendor 7353 - ACE Whatever It Takes Total:	542.30
Vendor: 12699 - AEPC Group, LLC						
530399	04/04/2023	AEPC Group, LLC	123018	Eng. & Const. Services-Emergen...	3,447.00	
					Vendor 12699 - AEPC Group, LLC Total:	3,447.00
Vendor: 7445 - All City Management Services, Inc.						
530400	04/04/2023	All City Management Services, I...	84261	Crossing Guard Services	5,338.80	
					Vendor 7445 - All City Management Services, Inc. Total:	5,338.80
Vendor: 4060 - Allianz Life Insurance Co.						
530401	04/04/2023	Allianz Life Insurance Co.	March 23	Employee Life Insurance-March...	53.00	
					Vendor 4060 - Allianz Life Insurance Co. Total:	53.00

Warrant Register

Payment Dates: 3/22/2023 - 4/4/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 0545 - Allied Waste Transfer Services (BFI Falcon TS)					
530402	04/04/2023	Allied Waste Transfer Services (... 4404-000021668		Dump Fee	668.06
				Vendor 0545 - Allied Waste Transfer Services (BFI Falcon TS)	Total: 668.06
Vendor: 12155 - Amazon Capital Services					
530403	04/04/2023	Amazon Capital Services	11DF-YTX3-KLPJ	Brother PT-M95 P-Touch Mono...	44.09
530403	04/04/2023	Amazon Capital Services	1HJC-7LW4-6YDW	Computer Tote Bag	39.23
530403	04/04/2023	Amazon Capital Services	1HXF-4JFN-DLQW	Poster Board	5.72
530403	04/04/2023	Amazon Capital Services	1WPD-7YWW-XGJF	Premium Roast Ground Coffee ...	38.94
				Vendor 12155 - Amazon Capital Services Total:	127.98
Vendor: 4673 - Angel Castillo					
530404	04/04/2023	Angel Castillo	031423	Wellness Reimbursement	150.00
				Vendor 4673 - Angel Castillo	Total: 150.00
Vendor: 12814 - Angel Higareda					
530405	04/04/2023	Angel Higareda	2003995.001	Refund-Picnic Shelter Deposit- ...	75.00
				Vendor 12814 - Angel Higareda Total:	75.00
Vendor: 3334 - Autozone, Inc.					
530406	04/04/2023	Autozone, Inc.	2859554839	Antifreeze	23.36
530406	04/04/2023	Autozone, Inc.	2859583912	Gray Anti-Rust Sandable Primer	31.06
530406	04/04/2023	Autozone, Inc.	2859584576	24" Wiper Blade	37.58
530406	04/04/2023	Autozone, Inc.	2859584576	22" Wiper Blade	37.59
530406	04/04/2023	Autozone, Inc.	2859589765	Trailer Light	26.56
				Vendor 3334 - Autozone, Inc.	Total: 156.15
Vendor: 7477 - Best Best & Krieger, LLP					
530407	04/04/2023	Best Best & Krieger, LLP	960385	Special Services February 23	406.30
530407	04/04/2023	Best Best & Krieger, LLP	960388	Legal Services February 23	6,179.33
530407	04/04/2023	Best Best & Krieger, LLP	960388	Legal Services February 23	1,090.47
530407	04/04/2023	Best Best & Krieger, LLP	960389	Prosecution/Code Enforcement...	6,892.20
				Vendor 7477 - Best Best & Krieger, LLP	Total: 14,568.30
Vendor: 7524 - California Consulting, Inc.					
530408	04/04/2023	California Consulting, Inc.	5784	Grant Writing Services	625.00
				Vendor 7524 - California Consulting, Inc. Total:	625.00
Vendor: 12810 - California Greenhouses & OC Succulents					
530409	04/04/2023	California Greenhouses & OC Su...201-44797		8" Euphorbia Tirucali Rosea	96.80
530409	04/04/2023	California Greenhouses & OC Su...201-44880		10"/5G Agave Ray of light	148.36
530409	04/04/2023	California Greenhouses & OC Su...201-44880		10"/5G Cordylone Red Sensation	59.54
				Vendor 12810 - California Greenhouses & OC Succulents Total:	304.70
Vendor: 7319 - California State Disbursement Unit					
530410	04/04/2023	California State Disbursement ...	040723	Employee Garnishment-Pay Dat...	230.76
				Vendor 7319 - California State Disbursement Unit	Total: 230.76
Vendor: 4657 - Carlos Bobadilla					
530411	04/04/2023	Carlos Bobadilla	032023	Reimbursement for Four Pairs o...	236.08
				Vendor 4657 - Carlos Bobadilla	Total: 236.08
Vendor: 12703 - Clifford Sims					
530412	04/04/2023	Clifford Sims	032323	Men's Basketball Forfeit Fee-03...	70.00
				Vendor 12703 - Clifford Sims Total:	70.00
Vendor: 6934 - Clinical Laboratory of San Bernardino, Inc.					
530413	04/04/2023	Clinical Laboratory of San Berna...2300447		Quality Water Report February ...	1,321.00
				Vendor 6934 - Clinical Laboratory of San Bernardino, Inc. Total:	1,321.00
Vendor: 0915 - Copy Rite Printing					
530414	04/04/2023	Copy Rite Printing	39529	16 X 20 Coroplast Signs	97.46
530414	04/04/2023	Copy Rite Printing	39533	1,250 Window Envelopes	136.26
530414	04/04/2023	Copy Rite Printing	39533	1,250 Window Envelopes	136.27
				Vendor 0915 - Copy Rite Printing	Total: 369.99
Vendor: 6757 - Dataprose, Inc.					
530415	04/04/2023	Dataprose, Inc.	3P69799	Water Customer Notification In...	317.20

Warrant Register

Payment Dates: 3/22/2023 - 4/4/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
530415	04/04/2023	Dataprose, Inc.	3P69941	Health for All Ages Inserts	317.20
				Vendor 6757 - Dataprose, Inc.	Total: 634.40
Vendor: 12704 - David Evans & Associates, Inc.					
530416	04/04/2023	David Evans & Associates, Inc.	528238	Engineering Design Services-Str...	174.13
530416	04/04/2023	David Evans & Associates, Inc.	528238	Engineering Design Services-Str...	299.02
530416	04/04/2023	David Evans & Associates, Inc.	528238	Engineering Design Services-Str...	255.89
530416	04/04/2023	David Evans & Associates, Inc.	528238	Engineering Design Services-Str...	285.46
530416	04/04/2023	David Evans & Associates, Inc.	530320	Engineering Design Services-Str...	428.68
530416	04/04/2023	David Evans & Associates, Inc.	530320	Engineering Design Services-Str...	736.13
530416	04/04/2023	David Evans & Associates, Inc.	530320	Engineering Design Services-Str...	629.94
530416	04/04/2023	David Evans & Associates, Inc.	530320	Engineering Design Services-Str...	702.75
530416	04/04/2023	David Evans & Associates, Inc.	530704	Engineering Design Services-Str...	38.53
530416	04/04/2023	David Evans & Associates, Inc.	530704	Engineering Design Services-Str...	66.17
530416	04/04/2023	David Evans & Associates, Inc.	530704	Engineering Design Services-Str...	56.63
530416	04/04/2023	David Evans & Associates, Inc.	530704	Engineering Design Services-Str...	63.17
				Vendor 12704 - David Evans & Associates, Inc. Total:	3,736.50
Vendor: 7290 - Eden Serina					
530417	04/04/2023	Eden Serina	032023	Recreation-Yoga Class Instructor	2,226.70
				Vendor 7290 - Eden Serina Total:	2,226.70
Vendor: 6694 - Fireworks & Stage FX America					
530418	04/04/2023	Fireworks & Stage FX America	21291	Founder's Day Fireworks 50% D...	9,500.00
				Vendor 6694 - Fireworks & Stage FX America Total:	9,500.00
Vendor: 12812 - Francine Edmundson					
530419	04/04/2023	Francine Edmundson	2003979.001	Refund-Picnic Shelter Hourly Re...	285.00
				Vendor 12812 - Francine Edmundson Total:	285.00
Vendor: 12624 - Global Rental Co. Inc.					
530420	04/04/2023	Global Rental Co. Inc.	3990232	Aerial Device Truck Rental 03/0...	3,969.00
				Vendor 12624 - Global Rental Co. Inc. Total:	3,969.00
Vendor: 12816 - Government Forms and Supplies LLC					
530421	04/04/2023	Government Forms and Supplie... 0340121		City of Lomita Seal Stamper-Sal...	-3.98
530421	04/04/2023	Government Forms and Supplie... 0340121		City of Lomita Seal Stamper	50.03
				Vendor 12816 - Government Forms and Supplies LLC Total:	46.05
Vendor: 12737 - Guma Masuda					
530422	04/04/2023	Guma Masuda	2003988.001	Refund-Picnic Shelter Deposit-R...	40.00
				Vendor 12737 - Guma Masuda Total:	40.00
Vendor: 3036 - Harbor Freight Tools USA, Inc.					
530423	04/04/2023	Harbor Freight Tools USA, Inc.	1009057	Bubble Wrap	5.50
530423	04/04/2023	Harbor Freight Tools USA, Inc.	1009057	Clear Packing Tape 3-Pk	6.61
530423	04/04/2023	Harbor Freight Tools USA, Inc.	1009057	Spring Knit Dipped Gloves	23.12
530423	04/04/2023	Harbor Freight Tools USA, Inc.	1010827	2PC titanium Step Drill Bits	19.83
530423	04/04/2023	Harbor Freight Tools USA, Inc.	1010827	3/4" X 8-1/2ft Double-Side Tape	2.19
530423	04/04/2023	Harbor Freight Tools USA, Inc.	1010827	Four-Way Chuck Key	8.81
				Vendor 3036 - Harbor Freight Tools USA, Inc. Total:	66.06
Vendor: 3052 - Home Depot Credit Services					
530424	04/04/2023	Home Depot Credit Services	1102566	18-Volt Lithium-Ion HIGH OUTP...	251.24
530424	04/04/2023	Home Depot Credit Services	1102566	25 ft Auto Lock Tape	19.81
530424	04/04/2023	Home Depot Credit Services	1102566	Discount	-3.31
530424	04/04/2023	Home Depot Credit Services	1102566	18-Volt Lithium-Ion Battery-Dis...	-252.47
530424	04/04/2023	Home Depot Credit Services	1102566	Cordless Grinder & 3/8 in. Impa...	528.10
530424	04/04/2023	Home Depot Credit Services	2610635	Cellular Rubber Weather Strip T...	28.68
530424	04/04/2023	Home Depot Credit Services	2610635	Empty Propane Tank Exchange	72.47
530424	04/04/2023	Home Depot Credit Services	4010335	1-1/4" Nickel-Plated Fixed Pulley	7.64
530424	04/04/2023	Home Depot Credit Services	4010335	Hex Bolt Galvanized	0.99
530424	04/04/2023	Home Depot Credit Services	4010335	7/8" x 3-3/8" Nickel-Plated Swi...	32.75
530424	04/04/2023	Home Depot Credit Services	4010335	1/4" x 200 ft Braided Polyester ...	10.99
530424	04/04/2023	Home Depot Credit Services	4031256	2 X 12-8 ft Brown Wood	100.02
530424	04/04/2023	Home Depot Credit Services	4031256	2 X 4-16 ft Brown Wood	64.74

Warrant Register

Payment Dates: 3/22/2023 - 4/4/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
530424	04/04/2023	Home Depot Credit Services	4031256	Screw Zinc 1/2 X 3-1/2 25 pc	31.95
530424	04/04/2023	Home Depot Credit Services	4031256	Flat Washer Zinc 1/2 25-Pk	8.80
530424	04/04/2023	Home Depot Credit Services	4031256	Lumber Fee	0.97
530424	04/04/2023	Home Depot Credit Services	4220911	Lumber Fee	-0.56
530424	04/04/2023	Home Depot Credit Services	4220911	2 X 4-16 ft Brown Wood	-64.58
530424	04/04/2023	Home Depot Credit Services	4352824	Lumber Fee	0.62
530424	04/04/2023	Home Depot Credit Services	4352824	7-1/4" x 40-Tooth Finish Circular..	16.26
530424	04/04/2023	Home Depot Credit Services	4352824	2 X 4-8 ft Brown Wood	64.21
530424	04/04/2023	Home Depot Credit Services	6513154	3/16 in. Zinc-Plated Clamp Set 4...	5.19
530424	04/04/2023	Home Depot Credit Services	6513154	3/8 in. Zinc-Plated Spring Snap ...	6.50
530424	04/04/2023	Home Depot Credit Services	6513154	2-Handle Bathroom Faucet in B...	283.77
530424	04/04/2023	Home Depot Credit Services	7032138	24" Width 2.0 cu.ft.1200-Watt ...	250.80
				Vendor 3052 - Home Depot Credit Services	Total: 1,465.58
Vendor: 4671 - Hunter Edwards					
530425	04/04/2023	Hunter Edwards	032723	Mileage Reimbursement	52.40
				Vendor 4671 - Hunter Edwards	Total: 52.40
Vendor: 7420 - JFS Care					
530426	04/04/2023	JFS Care	February 23	Services-Lifeline February 23	780.00
				Vendor 7420 - JFS Care	Total: 780.00
Vendor: 12069 - Joe A. Gonsalves & Son					
530427	04/04/2023	Joe A. Gonsalves & Son	160592	Consulting Services March 23	3,000.00
				Vendor 12069 - Joe A. Gonsalves & Son Total:	3,000.00
Vendor: 3130 - L.A. County Department of Animal Care & Control					
530428	04/04/2023	L.A. County Department of Ani...	February 23	Animal Housing February 23	-1,001.00
530428	04/04/2023	L.A. County Department of Ani...	February 23	Animal Housing February 23	8,069.81
				Vendor 3130 - L.A. County Department of Animal Care & Control	Total: 7,068.81
Vendor: 3187 - L.A. County Department of Public Works					
530429	04/04/2023	L.A. County Department of Publ...	RE-PW-23031304493	Industrial Waste February 23	553.33
				Vendor 3187 - L.A. County Department of Public Works Total:	553.33
Vendor: 3048 - L.A. County Sheriff's Department					
530430	04/04/2023	L.A. County Sheriff's Department	232375EC	February 23	282,486.15
530430	04/04/2023	L.A. County Sheriff's Department	232375EC	February 23	17,604.75
530430	04/04/2023	L.A. County Sheriff's Department	232375EC	February 23	33,010.00
				Vendor 3048 - L.A. County Sheriff's Department	Total: 333,100.90
Vendor: 12247 - LegalShield					
530431	04/04/2023	LegalShield	Mar 23	Employee Legal Insurance Benef..	107.40
				Vendor 12247 - LegalShield Total:	107.40
Vendor: 6349 - Liebert Cassidy Whitmore					
530432	04/04/2023	Liebert Cassidy Whitmore	236768	HR Attorney	1,526.70
530432	04/04/2023	Liebert Cassidy Whitmore	236768	HR Attorney	1,526.70
				Vendor 6349 - Liebert Cassidy Whitmore	Total: 3,053.40
Vendor: 6442 - Lincoln National Life Insurance Co.					
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	207.76
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	34.84
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	72.23
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	21.01
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	26.51
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	96.67
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	22.08
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	5.20
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	25.49
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	5.20
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	46.80
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	215.07
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	86.97
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	19.76
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	71.10

Warrant Register

Payment Dates: 3/22/2023 - 4/4/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	20.28
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	128.39
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	41.60
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	30.16
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	108.56
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	143.99
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	54.60
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	47.37
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	20.80
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	17.18
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	5.51
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	1.04
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	3.28
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	6.76
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	48.38
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	16.20
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	4.68
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	25.48
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	85.39
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	22.08
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	5.20
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	113.36
10838	04/03/2023	Lincoln National Life Insurance ...	April 23	Employee Life/STD/LTD Insuran...	401.37
				Vendor 6442 - Lincoln National Life Insurance Co.	Total: 2,308.35

Vendor: 7377 - MidAmerica Administrative & Retirement Solutions

10842	03/23/2023	MidAmerica Administrative & R...	032323	AUL Health Benefit Trust	50,000.00
				Vendor 7377 - MidAmerica Administrative & Retirement Solutions Total:	50,000.00

Vendor: 3217 - MissionSquare Retirement

10841	03/23/2023	MissionSquare Retirement	032423	Deferred Compensation Pay Da...	12,551.12
10841	03/23/2023	MissionSquare Retirement	032423	Deferred Compensation Pay Da...	306.51
10841	03/23/2023	MissionSquare Retirement	032423	Deferred Compensation Pay Da...	290.93
10841	03/23/2023	MissionSquare Retirement	032423	Deferred Compensation Pay Da...	16.20
10841	03/23/2023	MissionSquare Retirement	032423	Deferred Compensation Pay Da...	144.79
10841	03/23/2023	MissionSquare Retirement	032423	Deferred Compensation Pay Da...	300.27
10841	03/23/2023	MissionSquare Retirement	032423	Deferred Compensation Pay Da...	149.54
10841	03/23/2023	MissionSquare Retirement	032423	Deferred Compensation Pay Da...	214.49
10841	03/23/2023	MissionSquare Retirement	032423	Deferred Compensation Pay Da...	207.10
10841	03/23/2023	MissionSquare Retirement	032423	Deferred Compensation Pay Da...	207.24
10841	03/23/2023	MissionSquare Retirement	032423	Deferred Compensation Pay Da...	228.61
10841	03/23/2023	MissionSquare Retirement	032423	Deferred Compensation Pay Da...	184.77
10841	03/23/2023	MissionSquare Retirement	032423	Deferred Compensation Pay Da...	48.77
10841	03/23/2023	MissionSquare Retirement	032423	Deferred Compensation Pay Da...	10.77
10841	03/23/2023	MissionSquare Retirement	032423	Deferred Compensation Pay Da...	8.96
10841	03/23/2023	MissionSquare Retirement	032423	Deferred Compensation Pay Da...	60.31
10841	03/23/2023	MissionSquare Retirement	032423	Deferred Compensation Pay Da...	82.03
10841	03/23/2023	MissionSquare Retirement	032423	Deferred Compensation Pay Da...	144.79
10841	03/23/2023	MissionSquare Retirement	032423	Deferred Compensation Pay Da...	912.50
				Vendor 3217 - MissionSquare Retirement Total:	16,069.70

Vendor: 12004 - Occupational Health Centers of CA, A Medical Grp

530433	04/04/2023	Occupational Health Centers of...	78570430	Pre-Employee Physical Exam	64.00
				Vendor 12004 - Occupational Health Centers of CA, A Medical Grp Total:	64.00

Vendor: 6594 - Office Depot Business Solutions, LLC

530434	04/04/2023	Office Depot Business Solutions,...	301589167001	Correction Fluid	4.17
530434	04/04/2023	Office Depot Business Solutions,...	301589167001	McCafe Ground Coffee 1.87 lb	23.82
530434	04/04/2023	Office Depot Business Solutions,...	301589167001	Tea Bags, 1.32 Oz, Box Of 25	5.27
530434	04/04/2023	Office Depot Business Solutions,...	301589167001	Ballpoint Pens, Medium Point, 1...	5.78
530434	04/04/2023	Office Depot Business Solutions,...	301590136001	Calculator Tape	14.37
				Vendor 6594 - Office Depot Business Solutions, LLC Total:	53.41

Warrant Register

Payment Dates: 3/22/2023 - 4/4/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
Vendor: 3446 - Pacific Coast Glove & Safety, Inc.					
530435	04/04/2023	Pacific Coast Glove & Safety, Inc.	10080507	Safety Glasses	154.13
530435	04/04/2023	Pacific Coast Glove & Safety, Inc.	10080507	Safety Glasses	158.10
530435	04/04/2023	Pacific Coast Glove & Safety, Inc.	10080539	Safety Vest	43.00
Vendor 3446 - Pacific Coast Glove & Safety, Inc. Total:					355.23
Vendor: 4105 - Pacific Western Bank					
10839	03/23/2023	Pacific Western Bank	032423	Federal & Medicare Taxes-Pay ...	15,364.40
10839	03/23/2023	Pacific Western Bank	032423	Federal & Medicare Taxes-Pay ...	2,234.10
10839	03/23/2023	Pacific Western Bank	032423	Federal & Medicare Taxes-Pay ...	9.52
10839	03/23/2023	Pacific Western Bank	032423	Federal & Medicare Taxes-Pay ...	262.79
10839	03/23/2023	Pacific Western Bank	032423	Federal & Medicare Taxes-Pay ...	94.70
10839	03/23/2023	Pacific Western Bank	032423	Federal & Medicare Taxes-Pay ...	112.44
10839	03/23/2023	Pacific Western Bank	032423	Federal & Medicare Taxes-Pay ...	27.72
10839	03/23/2023	Pacific Western Bank	032423	Federal & Medicare Taxes-Pay ...	20.04
10839	03/23/2023	Pacific Western Bank	032423	Federal & Medicare Taxes-Pay ...	38.32
10839	03/23/2023	Pacific Western Bank	032423	Federal & Medicare Taxes-Pay ...	213.25
10839	03/23/2023	Pacific Western Bank	032423	Federal & Medicare Taxes-Pay ...	3.82
10839	03/23/2023	Pacific Western Bank	032423	Federal & Medicare Taxes-Pay ...	68.75
10839	03/23/2023	Pacific Western Bank	032423	Federal & Medicare Taxes-Pay ...	22.92
10839	03/23/2023	Pacific Western Bank	032423	Federal & Medicare Taxes-Pay ...	108.73
10839	03/23/2023	Pacific Western Bank	032423	Federal & Medicare Taxes-Pay ...	8.51
10839	03/23/2023	Pacific Western Bank	032423	Federal & Medicare Taxes-Pay ...	87.42
10839	03/23/2023	Pacific Western Bank	032423	Federal & Medicare Taxes-Pay ...	134.30
10839	03/23/2023	Pacific Western Bank	032423	Federal & Medicare Taxes-Pay ...	135.81
10839	03/23/2023	Pacific Western Bank	032423	Federal & Medicare Taxes-Pay ...	129.78
10839	03/23/2023	Pacific Western Bank	032423	Federal & Medicare Taxes-Pay ...	9.90
10839	03/23/2023	Pacific Western Bank	032423	Federal & Medicare Taxes-Pay ...	22.80
10839	03/23/2023	Pacific Western Bank	032423	Federal & Medicare Taxes-Pay ...	66.75
10839	03/23/2023	Pacific Western Bank	032423	Federal & Medicare Taxes-Pay ...	22.45
10839	03/23/2023	Pacific Western Bank	032423	Federal & Medicare Taxes-Pay ...	4.14
10839	03/23/2023	Pacific Western Bank	032423	Federal & Medicare Taxes-Pay ...	1.11
10839	03/23/2023	Pacific Western Bank	032423	Federal & Medicare Taxes-Pay ...	45.39
10839	03/23/2023	Pacific Western Bank	032423	Federal & Medicare Taxes-Pay ...	21.33
10839	03/23/2023	Pacific Western Bank	032423	Federal & Medicare Taxes-Pay ...	119.71
10839	03/23/2023	Pacific Western Bank	032423	Federal & Medicare Taxes-Pay ...	28.19
10839	03/23/2023	Pacific Western Bank	032423	Federal & Medicare Taxes-Pay ...	413.51
10840	03/23/2023	Pacific Western Bank	032423A	State Tax Withholdings Pay End...	5,759.45
Vendor 4105 - Pacific Western Bank Total:					25,592.05
Vendor: 4080 - PERS Long-Term Care Program					
530436	04/04/2023	PERS Long-Term Care Program	14846678	Employee Long Term Care Insur...	336.88
530436	04/04/2023	PERS Long-Term Care Program	14846678	Employee Long Term Care Insur...	59.45
Vendor 4080 - PERS Long-Term Care Program Total:					396.33
Vendor: 4090 - Public Employee Retirement System					
10843	03/29/2023	Public Employee Retirement Sys...PE0031723		Retirement Contributions-Pay E...	11,392.38
10843	03/29/2023	Public Employee Retirement Sys...PE0031723		Retirement Contributions-Pay E...	25.88
10843	03/29/2023	Public Employee Retirement Sys...PE0031723		Retirement Contributions-Pay E...	670.67
10843	03/29/2023	Public Employee Retirement Sys...PE0031723		Retirement Contributions-Pay E...	807.58
10843	03/29/2023	Public Employee Retirement Sys...PE0031723		Retirement Contributions-Pay E...	308.88
10843	03/29/2023	Public Employee Retirement Sys...PE0031723		Retirement Contributions-Pay E...	150.99
10843	03/29/2023	Public Employee Retirement Sys...PE0031723		Retirement Contributions-Pay E...	192.75
10843	03/29/2023	Public Employee Retirement Sys...PE0031723		Retirement Contributions-Pay E...	257.02
10843	03/29/2023	Public Employee Retirement Sys...PE0031723		Retirement Contributions-Pay E...	230.23
10843	03/29/2023	Public Employee Retirement Sys...PE0031723		Retirement Contributions-Pay E...	478.27
10843	03/29/2023	Public Employee Retirement Sys...PE0031723		Retirement Contributions-Pay E...	132.61
10843	03/29/2023	Public Employee Retirement Sys...PE0031723		Retirement Contributions-Pay E...	136.72
10843	03/29/2023	Public Employee Retirement Sys...PE0031723		Retirement Contributions-Pay E...	1,211.37
10843	03/29/2023	Public Employee Retirement Sys...PE0031723		Retirement Contributions-Pay E...	143.71
10843	03/29/2023	Public Employee Retirement Sys...PE0031723		Retirement Contributions-Pay E...	240.14
10843	03/29/2023	Public Employee Retirement Sys...PE0031723		Retirement Contributions-Pay E...	263.52

Warrant Register

Payment Dates: 3/22/2023 - 4/4/2023

Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
10843	03/29/2023	Public Employee Retirement Sys...	PE0031723	Retirement Contributions-Pay E...	200.83
10843	03/29/2023	Public Employee Retirement Sys...	PE0031723	Retirement Contributions-Pay E...	819.18
10843	03/29/2023	Public Employee Retirement Sys...	PE0031723	Retirement Contributions-Pay E...	291.09
10843	03/29/2023	Public Employee Retirement Sys...	PE0031723	Retirement Contributions-Pay E...	871.14
10843	03/29/2023	Public Employee Retirement Sys...	PE0031723	Retirement Contributions-Pay E...	198.87
10843	03/29/2023	Public Employee Retirement Sys...	PE0031723	Retirement Contributions-Pay E...	263.69
10843	03/29/2023	Public Employee Retirement Sys...	PE0031723	Retirement Contributions-Pay E...	443.04
10843	03/29/2023	Public Employee Retirement Sys...	PE0031723	Retirement Contributions-Pay E...	255.80
10843	03/29/2023	Public Employee Retirement Sys...	PE0031723	Retirement Contributions-Pay E...	334.72
10843	03/29/2023	Public Employee Retirement Sys...	PE0031723	Retirement Contributions-Pay E...	79.47
10843	03/29/2023	Public Employee Retirement Sys...	PE0031723	Retirement Contributions-Pay E...	26.77
10843	03/29/2023	Public Employee Retirement Sys...	PE0031723	Retirement Contributions-Pay E...	45.77
10843	03/29/2023	Public Employee Retirement Sys...	PE0031723	Retirement Contributions-Pay E...	22.10
10843	03/29/2023	Public Employee Retirement Sys...	PE0031723	Retirement Contributions-Pay E...	2.88
10843	03/29/2023	Public Employee Retirement Sys...	PE0031723	Retirement Contributions-Pay E...	118.35
10843	03/29/2023	Public Employee Retirement Sys...	PE0031723	Retirement Contributions-Pay E...	269.19
10843	03/29/2023	Public Employee Retirement Sys...	PE0031723	Retirement Contributions-Pay E...	34.44
10843	03/29/2023	Public Employee Retirement Sys...	PE0031723	Retirement Contributions-Pay E...	48.19
10843	03/29/2023	Public Employee Retirement Sys...	PE0031723	Retirement Contributions-Pay E...	49.29
10843	03/29/2023	Public Employee Retirement Sys...	PE0031723	Retirement Contributions-Pay E...	76.75
10843	03/29/2023	Public Employee Retirement Sys...	PE0031723	Retirement Contributions-Pay E...	444.84
10843	03/29/2023	Public Employee Retirement Sys...	PE0031723	Retirement Contributions-Pay E...	221.04
10843	03/29/2023	Public Employee Retirement Sys...	PE0031723	Retirement Contributions-Pay E...	144.65
10843	03/29/2023	Public Employee Retirement Sys...	PE0031723	Retirement Contributions-Pay E...	602.93
10843	03/29/2023	Public Employee Retirement Sys...	PE0031723	Retirement Contributions-Pay E...	1,003.77
10843	03/29/2023	Public Employee Retirement Sys...	PE0031723	Retirement Contributions-Pay E...	1,001.46
				Vendor 4090 - Public Employee Retirement System	Total: 24,512.97
Vendor: 7135 - Quantum Consulting Inc.					
530437	04/04/2023	Quantum Consulting Inc.	LO23.002	Surveying Plan Check and Revi...	720.00
				Vendor 7135 - Quantum Consulting Inc.	Total: 720.00
Vendor: 12265 - R C Foster Corporation					
530438	04/04/2023	R C Foster Corporation	01-23-016	CWPF Upgrades	21,224.72
				Vendor 12265 - R C Foster Corporation Total:	21,224.72
Vendor: 6377 - R.F. Dickson Co. Inc.					
530439	04/04/2023	R.F. Dickson Co. Inc.	2511695DS	Street Sweeping December 22	4,983.25
530439	04/04/2023	R.F. Dickson Co. Inc.	2511695DS	Street Sweeping December 22	1,250.00
530439	04/04/2023	R.F. Dickson Co. Inc.	2511742DS	Street Sweeping January 23	5,294.91
530439	04/04/2023	R.F. Dickson Co. Inc.	2511742DS	Street Sweeping January 23	1,250.00
530439	04/04/2023	R.F. Dickson Co. Inc.	2511784DS	Street Sweeping February 23	6,286.23
530439	04/04/2023	R.F. Dickson Co. Inc.	2511784DS	Street Sweeping February 23	1,250.00
				Vendor 6377 - R.F. Dickson Co. Inc.	Total: 20,314.39
Vendor: 12777 - Runyon Surface Prep Co., LLC					
530440	04/04/2023	Runyon Surface Prep Co., LLC	INV540333	VONARX VA25 S 10" Gas Sidewa..	6,890.64
				Vendor 12777 - Runyon Surface Prep Co., LLC Total:	6,890.64
Vendor: 6750 - Samurai Action Studio, Inc.					
530441	04/04/2023	Samurai Action Studio, Inc.	031523	Gymnastics Instructor	955.50
				Vendor 6750 - Samurai Action Studio, Inc.	Total: 955.50
Vendor: 12813 - Satoe Fukushima					
530442	04/04/2023	Satoe Fukushima	2003994.001	Refund-Picnic Shelter Hourly Re...	70.00
				Vendor 12813 - Satoe Fukushima Total:	70.00
Vendor: 7188 - Sharp Business Systems					
530443	04/04/2023	Sharp Business Systems	9004258996	Copier Usage 12/23/22-3/23/23	135.10
				Vendor 7188 - Sharp Business Systems	Total: 135.10
Vendor: 7233 - Siteone Landscape Supply, LLC					
530444	04/04/2023	Siteone Landscape Supply, LLC	127283323-001	Topper 2 cu ft	56.55
530444	04/04/2023	Siteone Landscape Supply, LLC	127283323-001	Marathon II Seed 5 lb	38.34

Warrant Register

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
530444	04/04/2023	Siteone Landscape Supply, LLC	127349742-001	Crape Myrtle	292.06
				Vendor 7233 - Siteone Landscape Supply, LLC	Total: 386.95
Vendor: 5050 - Southern California Edison Co.					
530395	03/28/2023	Southern California Edison Co.	700037130331-031723	City Hall	4,739.36
530395	03/28/2023	Southern California Edison Co.	700315053620-031723	Lomita Park	14.27
530395	03/28/2023	Southern California Edison Co.	700480902095-032223	Narbonne Pedestrian Crosswalk	102.87
				Vendor 5050 - Southern California Edison Co.	Total: 4,856.50
Vendor: 3214 - State Controller - Departmental Acct. Office					
530445	04/04/2023	State Controller - Departmental...	FAUD-00003661	Annual Street Report FY 2022-23	3,195.36
				Vendor 3214 - State Controller - Departmental Acct. Office	Total: 3,195.36
Vendor: 12806 - Stevenson Paint & Supply Corp					
530446	04/04/2023	Stevenson Paint & Supply Corp	91778	Paint	248.06
530446	04/04/2023	Stevenson Paint & Supply Corp	91778	Paint	27.51
530446	04/04/2023	Stevenson Paint & Supply Corp	91778	Paint	82.69
530446	04/04/2023	Stevenson Paint & Supply Corp	91778	Paint	48.45
530446	04/04/2023	Stevenson Paint & Supply Corp	91778	Paint	79.27
				Vendor 12806 - Stevenson Paint & Supply Corp Total:	485.98
Vendor: 12671 - Torrance Auto Repair					
530447	04/04/2023	Torrance Auto Repair	0176741	2006 Ford F350 Smog Check	79.95
530447	04/04/2023	Torrance Auto Repair	0176762	2000 Ford Ranger Smog Check	49.95
530447	04/04/2023	Torrance Auto Repair	0177680	2002 Ford Ranger Inspection	128.00
				Vendor 12671 - Torrance Auto Repair Total:	257.90
Vendor: 9100 - Tripepi Smith and Associates					
530448	04/04/2023	Tripepi Smith and Associates	9725	Website Content Development ...	1,030.00
				Vendor 9100 - Tripepi Smith and Associates	Total: 1,030.00
Vendor: 4130 - Vision Service Plan (CA)					
530449	04/04/2023	Vision Service Plan (CA)	Mar 23	Cobra-March 23	22.95
530449	04/04/2023	Vision Service Plan (CA)	March 23	Employee Vision Insurance-Mar...	617.98
530449	04/04/2023	Vision Service Plan (CA)	March 23	Employee Vision Insurance-Mar...	42.46
530449	04/04/2023	Vision Service Plan (CA)	March 23	Employee Vision Insurance-Mar...	33.27
530449	04/04/2023	Vision Service Plan (CA)	March 23	Employee Vision Insurance-Mar...	42.41
530449	04/04/2023	Vision Service Plan (CA)	March 23	Employee Vision Insurance-Mar...	45.90
530449	04/04/2023	Vision Service Plan (CA)	March 23	Employee Vision Insurance-Mar...	45.98
530449	04/04/2023	Vision Service Plan (CA)	March 23	Employee Vision Insurance-Mar...	27.55
530449	04/04/2023	Vision Service Plan (CA)	March 23	Employee Vision Insurance-Mar...	45.90
530449	04/04/2023	Vision Service Plan (CA)	March 23	Employee Vision Insurance-Mar...	43.61
530449	04/04/2023	Vision Service Plan (CA)	March 23	Employee Vision Insurance-Mar...	78.03
530449	04/04/2023	Vision Service Plan (CA)	March 23	Employee Vision Insurance-Mar...	45.92
530449	04/04/2023	Vision Service Plan (CA)	March 23	Employee Vision Insurance-Mar...	5.28
530449	04/04/2023	Vision Service Plan (CA)	March 23	Employee Vision Insurance-Mar...	2.30
530449	04/04/2023	Vision Service Plan (CA)	March 23	Employee Vision Insurance-Mar...	3.44
530449	04/04/2023	Vision Service Plan (CA)	March 23	Employee Vision Insurance-Mar...	7.34
530449	04/04/2023	Vision Service Plan (CA)	March 23	Employee Vision Insurance-Mar...	37.09
530449	04/04/2023	Vision Service Plan (CA)	March 23	Employee Vision Insurance-Mar...	161.98
				Vendor 4130 - Vision Service Plan (CA)	Total: 1,309.39
Vendor: 12211 - Willdan Financial Services					
530450	04/04/2023	Willdan Financial Services	010-54089	Consulting Services-Parks & Se...	3,255.00
				Vendor 12211 - Willdan Financial Services Total:	3,255.00
Vendor: 3666 - Yamada Company Inc.					
530451	04/04/2023	Yamada Company Inc.	82852	16" Pruning System	225.03
530451	04/04/2023	Yamada Company Inc.	82852	Pruning Saw	28.61
530451	04/04/2023	Yamada Company Inc.	82852	Push Broom 24"	44.04
				Vendor 3666 - Yamada Company Inc.	Total: 297.68
Vendor: 6313 - Zep Manufacturing					
530452	04/04/2023	Zep Manufacturing	9008391828	Air Freshener 12 Can per Case	164.69

Warrant Register

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Payment Number	Payment Date	Vendor Name	Payable Number	Description (Item)	Amount
530452	04/04/2023	Zep Manufacturing	9008391828	Air Freshener 12 Can per Case	139.23
			Vendor 6313 - Zep Manufacturing	Total:	303.92
				Grand Total:	590,201.87

Report Summary

Fund Summary

Fund	Payment Amount
100 - General Fund	514,864.18
205 - State Gas Tax	22,903.31
207 - Measure R Local Return	1,101.32
209 - Measure M	942.46
215 - Community Development Block Grant	780.00
220 - Proposition A Local Return	251.20
235 - South Coast AQMD	3,750.00
255 - Park Athletic	113.63
311 - Street Improvement	8,470.12
510 - Water Operations	12,353.93
520 - Water Capital	24,671.72
Grand Total:	590,201.87

Account Summary

Account Number	Account Name	Payment Amount
100-000-2210.000	Sales Tax Withholding	-3.98
100-000-2225.000	Gangs & Graffiti Trust	5.72
100-000-2508.000	Garnishment	230.76
100-000-2510.000	PERS	11,392.38
100-000-2524.000	Other Employee Deductio...	107.40
100-000-2545.000	Vision Insurance	640.93
100-000-2550.000	Federal Withholding	17,598.50
100-000-2555.000	State Withholding	5,759.45
100-000-2560.000	Deferred Compensation	12,551.12
100-000-4465.000	Animal Care and Control	-1,001.00
100-000-4510.000	Park Rentals	470.00
100-110-5207.000	Medicare	9.52
100-110-5217.000	PERS Tier 3 (2%@62)	25.88
100-120-5305.000	Legal Services	13,477.83
100-125-5205.000	Health Insurance	928.45
100-125-5207.000	Medicare	262.79
100-125-5215.000	PERS Tier 1 (2.5%@55)	670.67
100-125-5216.000	PERS Tier 2 (2%@60)	807.58
100-125-5217.000	PERS Tier 3 (2%@62)	308.88
100-125-5345.000	Contractual Services	6,255.00
100-125-5755.000	Special Department Suppl...	97.46
100-130-5205.000	Health Insurance	417.44
100-130-5207.000	Medicare	94.70
100-130-5215.000	PERS Tier 1 (2.5%@55)	150.99
100-130-5216.000	PERS Tier 2 (2%@60)	192.75
100-130-5217.000	PERS Tier 3 (2%@62)	257.02
100-130-5505.000	Office Supplies and Expen...	142.38
100-210-5205.000	Health Insurance	181.79
100-210-5207.000	Medicare	112.44
100-210-5215.000	PERS Tier 1 (2.5%@55)	230.23
100-210-5216.000	PERS Tier 2 (2%@60)	478.27
100-210-5217.000	PERS Tier 3 (2%@62)	132.61
100-210-5505.000	Office Supplies and Expen...	453.46
100-230-5205.000	Health Insurance	172.07
100-230-5206.000	Health Insurance Retirees	50,000.00
100-230-5207.000	Medicare	27.72
100-230-5217.000	PERS Tier 3 (2%@62)	136.72
100-230-5305.000	Legal Services	1,526.70
100-230-5345.000	Contractual Services	64.00
100-230-5755.000	Special Department Suppl...	150.00
100-330-5320.000	Sheriff Contract	282,486.15
100-330-5321.000	Core Deputy	17,604.75

Account Summary

Account Number	Account Name	Payment Amount
100-330-5323.000	Liability Trust Fund	33,010.00
100-335-5205.000	Health Insurance	30.69
100-335-5207.000	Medicare	58.36
100-335-5345.000	Contractual Services	5,338.80
100-336-5325.000	Animal Care and Control	8,069.81
100-410-5205.000	Health Insurance	608.04
100-410-5207.000	Medicare	217.07
100-410-5217.000	PERS Tier 3 (2%@62)	1,211.37
100-410-5315.000	Engineers	720.00
100-410-5345.000	Contractual Services	7,125.00
100-410-5505.000	Office Supplies and Expen...	39.23
100-440-5345.000	Contractual Services	1,030.00
100-440-5605.000	Rents and Leases	135.10
100-605-5205.000	Health Insurance	302.25
100-605-5207.000	Medicare	91.67
100-605-5216.000	PERS Tier 2 (2%@60)	143.71
100-605-5217.000	PERS Tier 3 (2%@62)	240.14
100-605-5345.000	Contractual Services	1,178.33
100-610-5205.000	Health Insurance	333.42
100-610-5207.000	Medicare	108.73
100-610-5216.000	PERS Tier 2 (2%@60)	263.52
100-610-5217.000	PERS Tier 3 (2%@62)	200.83
100-710-5205.000	Health Insurance	422.99
100-710-5207.000	Medicare	95.93
100-710-5215.000	PERS Tier 1 (2.5%@55)	819.18
100-710-5217.000	PERS Tier 3 (2%@62)	291.09
100-710-5405.000	Utilities	4,739.36
100-710-5705.000	General Maintenance	1,108.65
100-730-5205.000	Health Insurance	389.57
100-730-5207.000	Medicare	270.11
100-730-5215.000	PERS Tier 1 (2.5%@55)	871.14
100-730-5217.000	PERS Tier 3 (2%@62)	198.87
100-730-5345.000	Contractual Services	3,182.20
100-730-5425.000	Dues and Memberships	52.40
100-735-5755.118	Founder's Day	9,500.00
100-740-5205.000	Health Insurance	505.23
100-740-5207.000	Medicare	139.68
100-740-5215.000	PERS Tier 1 (2.5%@55)	263.69
100-740-5216.000	PERS Tier 2 (2%@60)	443.04
100-740-5217.000	PERS Tier 3 (2%@62)	255.80
100-740-5345.000	Contractual Services	3,969.00
100-740-5405.000	Utilities	14.27
100-740-5510.000	Small Tools	331.70
100-740-5515.000	Uniform Expense	312.23
100-740-5705.000	General Maintenance	531.00
100-740-5710.000	Equipment Maintenance	26.56
100-750-5207.000	Medicare	22.80
100-750-5505.000	Office Supplies and Expen...	44.09
205-610-5205.000	Health Insurance	298.86
205-610-5207.000	Medicare	66.75
205-610-5217.000	PERS Tier 3 (2%@62)	334.72
205-610-5340.000	Professional Services	3,195.36
205-610-5346.000	Street Sweeping Contract	16,564.39
205-610-5405.000	Utilities	102.87
205-610-5515.000	Uniform Expense	279.08
205-610-5705.000	General Maintenance	668.06
205-610-5710.000	Equipment Maintenance	155.12
205-620-5752.000	Tree Planting	596.76

Account Summary

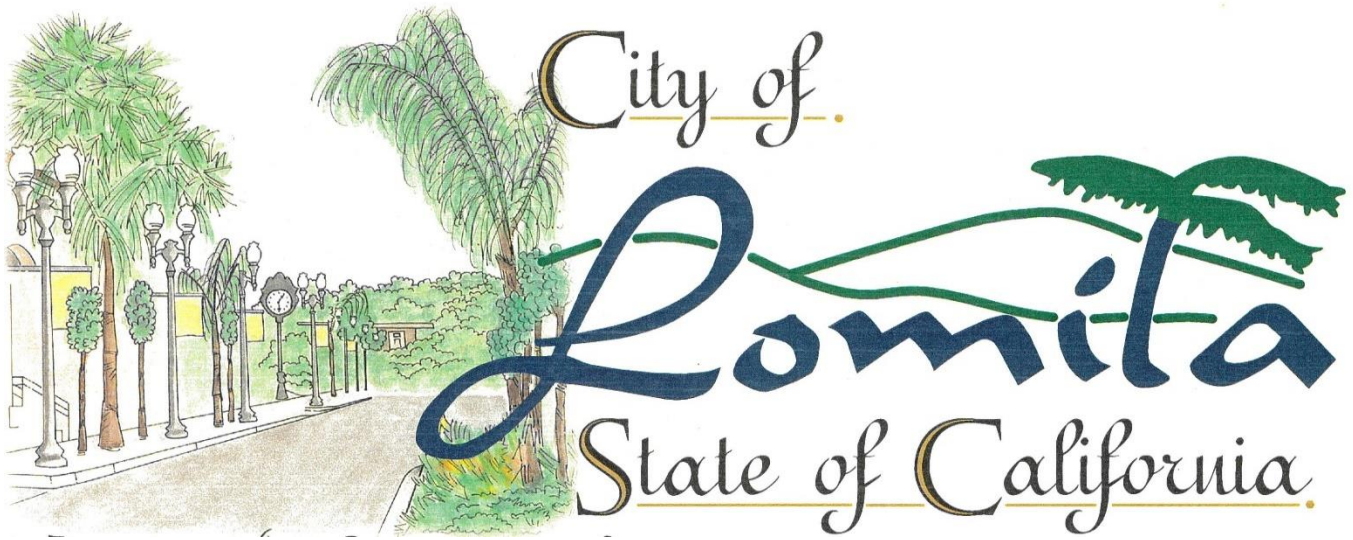
Account Number	Account Name	Payment Amount
205-810-5806.367	Street Reconstruction-Zo...	641.34
207-810-5806.367	Street Reconstruction-Zo...	1,101.32
209-810-5806.367	Street Reconstruction-Zo...	942.46
215-550-5345.000	Contractual Services	780.00
220-340-5205.000	Health Insurance	76.74
220-340-5207.000	Medicare	22.45
220-340-5215.000	PERS Tier 1 (2.5%@55)	79.47
220-340-5216.000	PERS Tier 2 (2%@60)	26.77
220-340-5217.000	PERS Tier 3 (2%@62)	45.77
235-350-5345.000	Contractual Services	3,750.00
255-760-5205.000	Health Insurance	17.39
255-760-5207.000	Medicare	4.14
255-760-5217.000	PERS Tier 3 (2%@62)	22.10
255-760-5345.000	Contractual Services	70.00
311-810-5806.367	Street Reconstruction-Zo...	1,051.38
311-810-5806.380	Sidewalk Improvement Pr...	7,418.74
510-110-5207.000	Medicare	1.11
510-110-5217.000	PERS Tier 3 (2%@62)	2.88
510-120-5305.000	Legal Services	1,090.47
510-125-5205.000	Health Insurance	126.99
510-125-5207.000	Medicare	45.39
510-125-5215.000	PERS Tier 1 (2.5%@55)	118.35
510-125-5216.000	PERS Tier 2 (2%@60)	269.19
510-130-5205.000	Health Insurance	88.53
510-130-5207.000	Medicare	21.33
510-130-5215.000	PERS Tier 1 (2.5%@55)	34.44
510-130-5216.000	PERS Tier 2 (2%@60)	48.19
510-130-5217.000	PERS Tier 3 (2%@62)	49.29
510-220-5205.000	Health Insurance	229.99
510-220-5207.000	Medicare	119.71
510-220-5215.000	PERS Tier 1 (2.5%@55)	76.75
510-220-5216.000	PERS Tier 2 (2%@60)	444.84
510-220-5217.000	PERS Tier 3 (2%@62)	221.04
510-220-5505.000	Office Supplies and Expen...	136.27
510-230-5205.000	Health Insurance	172.07
510-230-5207.000	Medicare	28.19
510-230-5217.000	PERS Tier 3 (2%@62)	144.65
510-230-5305.000	Legal Services	1,526.70
510-630-5205.000	Health Insurance	1,642.21
510-630-5207.000	Medicare	413.51
510-630-5215.000	PERS Tier 1 (2.5%@55)	602.93
510-630-5216.000	PERS Tier 2 (2%@60)	1,003.77
510-630-5217.000	PERS Tier 3 (2%@62)	1,001.46
510-630-5339.000	Water Quality - Clinical Lab	1,321.00
510-630-5411.000	Customer Notifications	317.20
510-630-5510.000	Small Tools	19.83
510-630-5705.000	General Maintenance	803.28
510-630-5710.000	Equipment Maintenance	232.37
520-840-5820.134	Emergency Generator	3,447.00
520-840-5821.365	CWPF Upgrades Project	21,224.72
	Grand Total:	590,201.87

Project Account Summary

Project Account Key	Payment Amount
None	554,374.91
205 Street Reconstruction	641.34
207 Street Reconstruction	1,101.32
209 Street Reconstruction-Zone C & F	942.46

Project Account Summary

Project Account Key	Payment Amount
311 Street Reconstruction	1,051.38
520.134	3,447.00
Cypress Water Production	21,224.72
Sidewalk Improvement Program	7,418.74
Grand Total:	590,201.87



Proclamation **ARBOR DAY**

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, the City Council of the City of Lomita does hereby proclaim April 28, 2023, as "**ARBOR DAY**."

Further, we urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 4th day of April 2023

Mayor

Council Member

Council Member

Council Member

Council Member



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7e**

FROM: Ryan Smoot, City Manager

PREPARED BY: Carla Dillon, P.E., Public Works Director

MEETING DATE: April 4, 2023

SUBJECT: First Amendment to Agreement with AKM for Construction Management Services Related to the Cypress Facility Upgrades

RECOMMENDATION

Approve the First Amendment to Agreement 2020-22 with AKM Consulting Engineers for construction management services related to Cypress Facility upgrades for a total not to exceed \$513,826 inclusive of previously approved funding; and authorize the City Manager and City Clerk to execute the Amendment.

BACKGROUND

In July 2020, the City Council approved an agreement with AKM Consulting Engineers to serve as on-site construction managers for the addition of Granular Activated Carbon filtration systems and other upgrades at the Cypress Water Production Facility, and in January 2021, the construction contract was awarded to RC Foster.

While the project is nearly complete, several elements of the project scope have required additional oversight and review beyond what was originally anticipated. The project's scope and duration have extended due to a variety of circumstances including supply chain delays and additional permitting requirements from the State Division of Drinking Water. This amendment will allow for continued construction management through the project completion in the coming months and ensure the City is able to demonstrate operation to the Division of Drinking Water as expeditiously as possible.

FISCAL IMPACT

The additional cost of the amendment is \$38,600 and would bring the total contract amount to \$513,826. Funds for this purpose are budgeted in FY22-23 in the Water Capital budget, account No. 520-840-5821.365, Cypress Water Production Upgrades. The City

anticipates a reimbursement of \$2,000,000 through the Water Replenishment District following the completion of the project in accordance with the previously approved reimbursement agreement.

OPTIONS

1. Approve staff's recommendation.
2. Provide alternative direction.

ATTACHMENTS

1. First Amendment
2. Professional Services Agreement, 2020-22
3. Budget Amendment Request

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Carla Dillon, P.E.
Public Works Director / City Engineer

**First Amendment to Agreement between
AKM Consulting Engineers and Scientists and the City of Lomita**

This First Amendment to the Agreement is made and entered into between the **City of Lomita** (“City”) and **AKM Consulting Engineers**, (“Consultant”). The City and Contractor mutually agree to amend the existing Agreement entered into on July 21, 2020, as follows:

RECITALS

A. On July 21, 2020, the City entered into an Agreement with Contractor for various engineering services (“Agreement”).

B. The City and Contractor now desire to amend the Agreement compensation by increasing the pay by \$38,600 for a total compensation not to exceed \$513,026.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **CONSIDERATION AND COMPENSATION.** Section 1.C is amended to read as follows:

C. As additional Consideration, CITY agrees to pay CONSULTANT an amount not to exceed \$513,026 for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.

2. **NO OTHER CHANGES.** All terms, conditions, and other provisions of the Agreement, including all exhibits, not affected by this First Amendment shall remain in full force and effect.

3. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this First Amendment to the Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the 4th day of April 2023, at Lomita, California.

City of Lomita

AKM Consulting Engineers

By _____
Ryan Smoot, City Manager

By _____
Director of Construction Management
Services

Attest:

Approved as to Form:

Kathleen Horn Gregory, MMC, City Clerk

Trevor Rusin, City Attorney



Agree No 2020-22

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND AKM CONSULTING ENGINEERS**

This AGREEMENT for Construction Management and Inspection Services is entered into this 21st day of July, 2020, by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and AKM Consulting Engineers ("CONSULTANT").

RECITALS

- A. CITY does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, CITY desires to contract out for Construction Management, Construction Inspection, Construction Administration and Testing Services for the Cypress Water Production Facility (CWPF) Upgrades.
- C. CONSULTANT warrants to CITY that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. CITY desires to contract with CONSULTANT to perform the services as described in **Exhibit A** of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, CITY and CONSULTANT agree as follows:

1. CONSIDERATION AND COMPENSATION.

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as **Exhibit A**;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT an amount not to exceed \$475,226, for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONSULTANT shall submit to CITY, by not later than the 10th day of each

month, its bill for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONSULTANT all uncontested amounts set forth in the CONSULTANT'S bill within 30 days after it is received.

2. SCOPE OF SERVICES.

A. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICES attached hereto as **Exhibit A** and incorporated herein by this reference. If any part of **Exhibit A** is inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

B. Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

4. TIME OF PERFORMANCE. The services of CONSULTANT are to commence upon receipt of a notice to proceed from CITY and shall continue until all authorized work is completed to CITY's reasonable satisfaction, in accordance with the schedule incorporated in "**Exhibit A**," unless extended in writing by CITY.

5. FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. KEY PERSONNEL. CONSULTANT's key person assigned to perform work under this Agreement is Emin Kayiran. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of CITY.

7. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire upon completion of the work, unless earlier termination occurs under Section 12 of this Agreement, or extended in writing in advance by both parties.

8. CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY

resulting from changes in the services will be determined in accordance with written agreement between the parties.

9. **TAXPAYER IDENTIFICATION NUMBER.** CONSULTANT will provide CITY with a Taxpayer Identification Number.
10. **PERMITS AND LICENSES.** CONSULTANT will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.
11. **PREVAILING WAGES:**
 - A. **Prevailing Wage.** CONSULTANT is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONSULTANT agrees to fully comply with such Prevailing Wage Laws. Upon request, CITY shall provide CONSULTANT with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONSULTANT shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request, and shall post copies at the CONSULTANT'S principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and CONSULTANT shall therefore comply with such Labor Code sections to the fullest extent required by law. CONSULTANT shall defend, indemnify and hold the CITY, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
 - B. **Registration/DIR Compliance.** If the services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, CONSULTANT and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). CONSULTANT shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be CONSULTANT'S sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against CONSULTANT or any subconsultant that affect CONSULTANT'S performance of services, including any delay, shall be CONSULTANT'S sole responsibility. Any delay

arising out of or resulting from such stop orders shall be considered CONSULTANT caused delay and shall not be compensable by CITY. CONSTRUCTION shall defend, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONSULTANT or any subconsultant.

- C. Labor Certification. By its signature hereunder, CONSULTANT certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- D. Employment of Apprentices. CONSULTANT and all subconsultants shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- E. CONSULTANT or subconsultants may not perform work on a public works project with a subconsultant who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between CONSULTANT and a debarred subconsultant is void as a matter of law. A debarred subconsultant may not receive any public money for performing work as a subconsultant on a public works contract. Any public money that is paid, or may have been paid to a debarred subconsultant by CONSULTANT on the project shall be returned to CITY. CONSULTANT shall be responsible for the payment of wages to workers of a debarred subconsultant who has been allowed to work on the Project.
- F. CONSULTANT agrees to bind every subconsultant to the terms of the Agreement as far as such terms are applicable to subconsultant's portion of the work. CONSULTANT shall be as fully responsible to CITY for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by its subconsultants, as CONSULTANT is for acts and omissions of persons directly employed by CONSULTANT. Nothing contained in these Agreement shall create any contractual relationship between any subconsultant and CITY.

12. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.

- B. CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- C. In the event of such termination, CONSULTANT shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
- D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

13. INDEMNIFICATION.

- A. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. CONSULTANT shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- B. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 18, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

14. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

15. INDEPENDENT CONSULTANT. CITY and CONSULTANT agree that CONSULTANT will act as an independent CONSULTANT and will have control of all work and the manner in which is it performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to

direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

16. AUDIT OF RECORDS.

A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

B. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

17. CORRECTIVE MEASURES. CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by CITY to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

18. INSURANCE REQUIREMENTS.

A. CONSULTANT, at CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1. Workers Compensation Insurance as required by law. CONSULTANT shall require all subconsultants similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees, and volunteers for losses arising from work performed by CONSULTANT for CITY.

2. General Liability Coverage. CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

3. Automobile Liability Coverage. CONSULTANT shall maintain automobile

liability insurance covering bodily injury and property damage for all activities of CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

4. Professional Liability Coverage. CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by its employees, subconsultants, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by CITY, and shall be endorsed as follows. CONSULTANT also agrees to require all CONSULTANTS, and subconsultants to do likewise.

1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."
2. This policy shall be considered primary insurance as respects CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
4. The insurer waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, or agents.
5. Any failure to comply with reporting provisions of the policies shall not affect

coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.

6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by CITY.
 - C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
 - D. Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 - E. CONSULTANT shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.
 - F. Failure on the part of CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 12 above.
 - G. The commercial general and automobile liability policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONSULTANT'S behalf upon CONSULTANT'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.
19. **USE OF OTHER CONSULTANTS.** CONSULTANT must obtain CITY's prior written approval to use any CONSULTANTS while performing any portion of this Agreement. Such approval must include approval of the proposed CONSULTANT and the terms of compensation.

- 20. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, sub-CONSULTANTS and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, sub-CONSULTANTS and agents.
- 21. CORRECTIONS.** In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during CITY'S review of CONSULTANT'S report or plans. Should the CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT. In addition to all other available remedies, CITY may deduct the cost of such correction from any retention amount held by CITY or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.
- 22. NON-APPROPRIATION OF FUNDS.** Payments to be made to CONSULTANT by CITY for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.
- 23. NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
<u>City of Lomita</u> <u>24300 Narbonne Avenue</u> <u>Lomita, CA 90717</u>	<u>AKM Consulting Engineers</u> <u>553 Wald</u> <u>Irvine, CA 92618</u>
<u>ATTN: City Manager</u>	<u>ATTN: Zeki Kayiran, P.E.</u>

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic

mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

24. **SOLICITATION**. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.
25. **THIRD PARTY BENEFICIARIES**. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.
26. **INTERPRETATION**. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
27. **ENTIRE AGREEMENT**. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
28. **RULES OF CONSTRUCTION**. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
29. **AUTHORITY/MODIFICATION**. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.
30. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES**. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
31. **FORCE MAJEURE**. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

- 32. **TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
- 33. **ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
- 34. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private CONSULTANTS, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.
- 35. **DISCLOSURE REQUIRED.** (CITY and CONSULTANT initials required at one of the following paragraphs)

By their respective initials next to this paragraph, CITY and CONSULTANT hereby acknowledge that CONSULTANT is a "CONSULTANT" for the purposes of the California Political Reform Act because CONSULTANT'S duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were CONSULTANT employed by CITY. CONSULTANT hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the CITY'S Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to CONSULTANT commencing services hereunder, the City's Manager shall prepare and deliver to CONSULTANT a memorandum detailing the extent of CONSULTANT'S disclosure obligations in accordance with the CITY'S Conflict of Interest Code.

City Initials _____

CONSULTANT Initials _____

OR

By their initials next to this paragraph, CITY and CONSULTANT hereby acknowledge that CONSULTANT is not a "CONSULTANT" for the purpose of the California Political Reform Act because CONSULTANT'S duties and responsibilities are not within the scope of the definition of CONSULTANT in Fair Political Practice Commission


Regulation 18700.3(a)(2) and is otherwise not serving in staff capacity in accordance with CITY'S Conflict of Interest Code.

City Initials  
CONSULTANT Initials _____

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

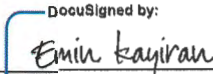
CITY OF LOMITA

CONSULTANT



City Manager

By:



Director of Construction Management Services

ATTEST:



City Clerk

Taxpayer ID No.: 33-0422066

APPROVED AS TO FORM:



City Attorney



Exhibit A



Water Resources
Infrastructure
Construction Management

AKM Consulting Engineers
553 Wald
Irvine, CA 92618
Telephone: 949.753.7333 Facsimile: 949.753.7320
www.akmce.com

July 9, 2020

City of Lomita
24300 Narbonne Avenue
Lomita, CA 90717
Attention: Kathleen Hill, City Clerk

Subject: Request for Proposal – Construction Management; Construction Inspection; and Construction Administrative and Testing services for Cypress Water Production Facility (CWPF) Upgrades

Ms. Hill:

In response to your Request for Proposal dated June 11, 2020, and Addendum 1 and 2, AKM Consulting Engineers, a SBA Certified Small Business Enterprise, is pleased to submit this proposal for Construction Management, Construction Inspection, and Construction Administrative and Testing Services for Cypress Water Production Facility (CWPF) Upgrades for the City of Lomita. Our proposal reflects our understanding of the scope of work based upon the RFP, review of the Contract Documents, previous experience, and information provided by the City. Our proposal is valid 90 days. Contact information for this proposal is:

Legal Name of Firm:	AKM CONSULTING ENGINEERS, INC. - 553 Wald, Irvine, California 92618 www.akmce.com
Contact Information:	Emin Kayiran, CPII, Director of Construction Management Services Ekayiran@akmce.com Phone: (949) 753-7333 FAX: (949) 753-7320

AKM is proposing to provide a team of superbly qualified construction management professionals to undertake this assignment. Mr. Emin Kayiran will serve as the Construction Manager/Resident Engineer and be the responsible contract representative to the City. He has provided construction management services on multiple public agency water treatment facility projects for over 16 years. Mr. Steve Patterson will serve as the Construction Inspector. Mr. Patterson has amassed over 30 years of construction management and inspection experience and possesses an unrivaled background having served as a former Superintendent for a Construction Contractor building similar facilities, as well as maintained and operated water treatment facilities as an Operation and Maintained Division Supervisor for a municipally owned utility. Overseeing our services and providing technical insight, will be AKM's President and Owner Mr. Zeki Kayiran, P.E. who has had an over 45 year career serving public agencies to provide water resource engineering services. Both Mr. Emin Kayiran and Mr. Patterson have dedicated their careers to water resource infrastructure for public agencies and are specialists in this field. Mr. Kayiran and Mr. Patterson have completed over 16 projects together, thus operating in the most efficient and effective manner.

In order to adequately complete the scope of work requested by the City, AKM has partnered with a specialty sub-consultant Ninyo and Moore Geotechnical to provide materials testing services – 475 Goddard #200, Irvine, CA 92618 Garreth Saiki, 949-753-7070 gsaiki@ninyoandmoore.com.

AKM offers the City an elite team of professionals that will employ meticulous detail to all facets of construction, yet who also understand how water well and treatment facilities operate, how they are maintained, how they function to complement a complete system, all the while attending to concerns of the public and outside stakeholders.

We appreciate the opportunity to submit our proposal and look forward to being of service to the City of Lomita on this most important project. Our proposal will be valid for 120 days. Should you have any questions regarding our submittal or require additional information, please do not hesitate to contact the undersigned.

Very truly yours,
AKM Consulting Engineers

Emin Kayiran, CPII
Director of Construction Management Services

ACKNOWLEDGEMENT OF ADDENDUM

**REQUEST FOR PROPOSAL
FOR CONSTRUCTION MANAGEMENT;
CONSTRUCTION INSPECTION;
CONSTRUCTION ADMINISTRATION AND TESTING SERVICES**

FOR CYPRESS WATER PRODUCTION FACILITY (CWPF) UPGRADES

ADDENDUM No. 1

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your proposal. Failure to do so may result in disqualification of your firm's proposal.

The undersigned acknowledges receipt of **Addendum No. 1** dated June 18, 2020.

ATTEST:



Principal:

Address:

553 Wald, Irvine, CA 92618

By:

Emin Kayiran, CPII

Title:

Director of Construction Management

ACKNOWLEDGEMENT OF ADDENDUM

**REQUEST FOR PROPOSAL
FOR CONSTRUCTION MANAGEMENT;
CONSTRUCTION INSPECTION;
CONSTRUCTION ADMINISTRATION AND TESTING SERVICES**

FOR CYPRESS WATER PRODUCTION FACILITY (CWPF) UPGRADES

ADDENDUM No. 2

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your proposal. Failure to do so may result in disqualification of your firm's proposal.

The undersigned acknowledges receipt of **Addendum No. 2** dated July 1, 2020.

ATTEST:



Principal:

Address:

553 Wald, Irvine, CA 92618

By:

Emin Kayiran, CPII

Title:

Director of Construction Management Services

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Scope of Work and Project Approach.....	13
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**** Fee estimate is being submitted under separated PDF document as requested in the RFP*

Qualifications, Related Experience, and References**Firm Profile**

AKM, a SBA Certified Small Business Enterprise, is a multi-disciplined professional organization that specializes in providing water resource infrastructure engineering and related services to public agencies. AKM has a current staff of twenty-three (23) employees who operate out of our office strategically located in Irvine at the intersection of the 5 and 405 Freeways. Contact information is as follows:

Legal Name of Firm:	AKM CONSULTING ENGINEERS, INC. - 553 Wald, Irvine, California 92618 www.akmce.com
Year Firm Established:	1990
Contact Information:	Emin Kayiran, CPll, Director of Construction Management Services Ekayiran@akmce.com Phone: (949) 753-7333 FAX: (949) 753-7320
General Description:	California Corporation
Federal Employer ID:	33-0422066
Number of Employees:	23 (8 Construction Managers/Inspectors)

The scope of services offered by AKM includes all facets of planning, design and construction management for public works infrastructure. The focus of our experience is within Southern California, and all key project team members are fully acquainted with the local and regional issues affecting the planning, design and construction of water resource infrastructure in the area. This, along with the technical and managerial depth of the team, will ensure the successful implementation of the project. AKM has completed construction management and inspection assignments for the following agencies:

- City of El Segundo
- City of Cypress
- City of Newport Beach
- City of Fountain Valley
- City of Ontario
- Garden Grove Sanitary District
- West Basin MWD
- City of Stanton
- City of Garden Grove
- City of San Clemente
- City of San Juan Capistrano
- City of Seal Beach
- City of Alhambra
- Orange County Water District
- Moulton Niguel Water District
- South Coast Water District
- City of Santa Fe Springs
- City of Tustin
- City of Palos Verdes Estates
- City of Corona
- City of Arcadia
- Orchard Dale Water District
- City of Long Beach
- City of Paramount

The scope of services offered by AKM includes all facets of planning, design and construction management for public works construction projects. We have a long and distinguished record of providing on-call services to public agencies. A full listing of services offered by AKM is as follows:

CONSTRUCTION MANAGEMENT AND SUPPORT

- Contract Administration
- Inspection
- Construction Management
- Resident and Field Services
- Procurement
- Start-Up and Acceptance
- Project Close-Out
- Estimating
- Schedule and Delay Analysis

STORMWATER, WASTEWATER, POTABLE WATER, AND RECYCLED WATER

- Master Plans
- Water Treatment
- Water Reclamation
- Odor Control
- Solids Handling
- Outfalls
- Collection Facilities
- Pump and Lift Stations
- Storm Drains and Channels
- Detention Basins
- Permitting and Regulatory Compliance
- Pipeline and Transmission Facilities
- Wells
- Storage Facilities
- Deficiency Reports and Inventories
- Capital and Facilities Plans
- Improvement Plans
- Hydraulic Analysis
- Hydraulic Structures
- Reservoirs and Lakes
- Water Quality

TECHNICAL SERVICES

- Supervisory Control and Data Acquisition (SCADA)
- Geographic Information Systems
- Operations and Maintenance
- CADD (Microstation, AutoCAD)
- Scheduling

PLANNING

- Project Planning
- Potable Water, Recycled Water, Waste Water, and Storm Water Master Plans
- Facility Planning
- Economic and Financial Planning
- Conjunctive Use Planning
- Sewer System Management Plans (SSMP)
- Rate Studies
- Urban Water Management Plans
- Water Supply Assessments

Technical Staff

The technical staff of AKM is comprised of recognized experts in public works planning, design, construction, operations and management. Every assignment is managed by senior level staff to ensure that the project receives detailed attention. All work is thoroughly reviewed by senior company officers prior to any milestone submittal. The proposed AKM construction management and inspection team includes the following members. Detailed descriptions and resumes can be found in the Proposed Staffing and Project Organization, as requested in the RFP:

- Zeki Kayiran, P.E., Principal-in-Charge
- Emin Kayiran, CPII, Construction Manager / Resident Engineer
- Steve Patterson, Construction Inspector

Qualifications

AKM Consulting Engineers, by virtue of its extensive relevant experience, specialized training, local knowledge, and technical competence, can provide the City of Lomita with high quality construction management, and inspection services, quickly, and at a lower overall cost than our competitors. Our staff members possess experience directly related to all facets of construction management and inspection with significant experience in water facilities including pipelines, pumping facilities, and treatment plants.

Because AKM is a full service engineering firm, our team has an extremely well rounded background in all facets of public infrastructure engineering, many having worked on multiple design and master planning assignments. This level of experience enables our team to approach construction projects on a much deeper level since they understand design and overall planning implications on the City's infrastructure and systems as a whole. AKM also retains an in-house staff of computer-aided drafting professionals and can support the City with any of their CAD needs.

Full client satisfaction is a corporate commitment at AKM. This is reflected in a very high repeat client base (over 92%), our standing in the industry as a premier public infrastructure engineering company, low insurance rates, and a very stable work force.

Summary of Unique Qualifications
Our proposed team has provided similar services for several agencies in the surrounding area including WRD, who is partially funding the project
All proposed team members have provided water resource construction management and inspection services for the past 16 years
AKM team members are recognized experts specializing in the field of water resources infrastructure
Unrivaled responsiveness to the City of Lomita and project needs. Our day does not end at 5:00 PM
Proven track record of similar projects
Our Construction Manager and Construction Inspector has a wealth of experience in all disciplines required for the proposed work including, treatment systems and equipment, chemical piping, valves, piping systems, specialty coatings, electrical, instrumentation and SCADA integration.
Our Construction Inspector has inspected numerous similar facilities as a consultant and while working directly for a public agency.
The City will have access to a full service engineering firm who can also provide engineering support, design, CAD and planning

Proposed Staffing and Project Organization

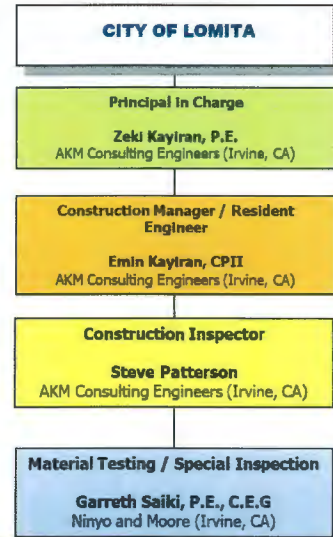
All construction management and administrative support services performed by AKM are structured to respond to the technical and managerial requirements of the project by assigning senior, highly qualified personnel to the work. They will function in a simple organization with clear lines of delegated authority and responsibility. The key to successful completion of the work for the City will be the Construction Manager and Inspector. They will be responsible for day-to-day communications with the City, the Contractor, interfacing with the public, and in many ways, their effectiveness will dictate how efficiently the project is completed. These positions require persons who are knowledgeable of the project's plans and specifications; possess excellent communications skills, are confident, have direct experience managing similar projects with similar key issues, and are capable of exercising basic fairness when confronted with conflicts or differences of opinions, while still protecting the City's interests and those of the project. In selecting our proposed Construction Management Team and developing the staffing plan, AKM's objective was to provide an optimum mix of technical

experience, hands-on field experience, as well as individuals who have successfully handled and navigated through water well and treatment facility projects, while all the while attending to concerns of the public and outside stakeholders.

Our proposed Construction Inspector is able to inspect electrical and control systems, as well as coating and lining systems for water applications. It is a requirement for all AKM Construction Management Team Members to possess the ability to inspect these aspects of construction. As such, there is a greater level of inspection continuity and quality assurance amongst the various aspects of construction since it inspected by the same individual. Often times when projects are staffed with multiple inspectors assigned to individual trades, inspection responsibilities become blurred and important details are over-looked. This also enables AKM to have greater control over the quality of inspections and translates to cost savings for the City.

Our proposed team will remain available for the duration of the project. Key personnel will not be reassigned without the City's written approval.

Additionally, because AKM is a full service engineering consulting firm, the proposed Project Team has intimate understanding of construction and maintenance projects from the projects' initial planning and design, through the bid process and construction, and to project close out and warrantee periods.



<i>Project Team</i>
<p>ZEKI KAYIRAN, PE – Principal in charge Registration: RCE CA C29330; Years of Experience: 46; Years with AKM: 30 Availability: 5% time commitment</p> <p>Mr. Zeki Kayiran, P.E., will be the Principal in Charge. In this capacity, he will provide project technical oversight and management direction. He will ensure that adequate and appropriate resources shall remain available to the project for the entire duration. He will be available to contribute in all project-related matters. His responsibilities will include:</p> <ul style="list-style-type: none"> • Exploring innovative technical approaches from the beginning of the project. • Providing technical guidance to the project team throughout the project. • Lead the technical review during the Constructability Review • Review the work weekly, as it is developed, to ensure its accuracy and timely completion.
<p>EMIN KAYIRAN, CPII – Construction Manager/Resident Engineer Registration: APWA Certified Public Infrastructure Inspector; Years of Experience: 16; Years with AKM: 16 Availability: 35% time commitment</p> <p>Mr. Emin Kayiran, CPII, is the Director of Construction Management Services with AKM. He has over 16 years of responsible experience in the inspection and construction management of treatment facilities, wells, pump stations and other pumping facilities, reservoirs, pipelines, forcemains, complex reinforced concrete structures, sumps, wet wells and valve vaults, sheet piling, deep excavations, ground remediation, dewatering, shut-downs, tie-ins, commissioning and testing, installation of emergency power generators and automatic transfer switches, electrical and control systems for water resource facilities, as well as special protective linings and coatings.</p> <p>Mr. Kayiran also possesses a wealth of experience in managing, coordinating and overseeing materials testing, and special inspection during the construction of water resources facilities. Several of the Mr. Kayiran's completed projects involved close coordination amongst the project owner, their operations staff, outside stakeholders and the Contractor in order to achieve varying project objectives within constrained project sites and scheduling timeframes. He has the requisite knowledge, experience and demonstrated ability for successfully completing challenging work with demanding schedules and budgets.</p> <p>Mr. Kayiran recently served as a Subject Matter Expert for the American Public Works Association in support of an overhaul of their public infrastructure inspection training and certification material. <i>During this effort, he co-authored a new training module on the inspection of pumping and treatment facilities for inclusion in the updated manual which was published in April of 2019.</i></p> <p>Additionally, Mr. Kayiran has provided claims management, cost control, change order preparation, change order negotiation, warrantee inspections, schedule review and analysis, warrantee work coordination with contractors and constructability review services to special districts and municipal agencies. He is trained in schedule and delay analysis including Primavera P6.</p> <p>He will serve as AKM's responsible representative for the Professional Services Contract for the duration of the Project and be responsible for review of all consultant invoices and preparation of AKM's monthly invoice to the City. Mr. Kayiran will additionally preside over all schedule reviews and develop the project specific management and inspection plan and oversee its implementation.</p>

STEVE PATTERSON – Construction Inspector**Years of Experience: 33; Years with AKM: 12 Availability: 100% time commitment**

Mr. Steve Patterson, a Construction Manager and Senior Construction Inspector with AKM since 2008, has over 30 years of public infrastructure construction, operation, maintenance, and design experience. Mr. Patterson has significant experience managing and inspecting construction with an emphasis in public works capital improvement projects. He has served as a Utilities Operations Supervisor for a municipally owned water/wastewater utility. Additionally, Mr. Patterson has thorough knowledge of, and training in occupational hazards and safety precautions and requirements as they pertain to the construction, operations and repair of public works infrastructure, treatment facilities and chemical systems.

GARRETH SAIKI, P.E., G.E. – Material Testing**Registration: RD California 3841, CEG CA 1198; Years of Experience: 25 Availability: 10% time commitment**

Ninyo & Moore, was incorporated in 1986 to provide high-quality consulting services in geotechnical engineering, construction inspection and testing, engineering geology, hydrogeology, hazardous waste remediation and environmental assessment. Ninyo & Moore has been involved in projects encompassing most aspects of geotechnical engineering, including pump stations, storm drains, channels, pipelines, dams, sound walls, roads, highways, reservoirs, treatment plants, sewers, landfills, and other public and private works. Ninyo and Moore has provided geotechnical services on AKM projects for over 25 years. Overall direction will be under Mr. Garreth Saiki, a Principal Engineer for Ninyo & Moore, with over 25 years of experience.

Experience

AKM has provided construction management, inspection, and engineering support services, consisting of pre-construction phase services including evaluation of bids, recommending the lowest responsible bidder, preparing Contractor prequalification packages; constructability reviews; value engineering; pre-purchased equipment procurement; development of project procedure manuals; construction phase services including pre-construction meetings, pre-construction documentation of site and surrounding area, shop drawing reviews, responding to RFI's, evaluating and responding to change order requests, construction inspection, weekly progress review meetings, specialty inspections, daily inspection reports including extensive photographic documentation, monthly reports documenting the entire month's activities; and post-construction services consisting of final inspection, final reports, final testing, punch list preparation, overseeing the completion of the punch list, start-up services, and project close-out. Contacts are included with each project for your reference.

**EDWARD C. LITTLE WATER RECYCLING FACILITY R.O. CLEAN IN PLACE WASTE DISCHARGE PROJECT****West Basin Municipal Water District - 17140 S. Avalon Blvd., Suite 210, Carson, CA 90746****Contact:** Mr. Rajen Budhia, Currently at Metropolitan Water District rbudhia@mwdh20.com**Bid-Build : Construction Cost:** \$6,400,000 **A/E Fee:** \$1,163,580 **Schedule:** 12/2016-12/2018**Role:** Prime Construction Management / Inspection **Contractor:** Kiewit Infrastructure West Co.**AKM Staff:** E. Kayiran (PM/Construction Manager); S. Patterson (Resident Engineer/Lead Inspector)

AKM provided construction management and inspection services for the project. Which was within an existing water treatment plant. AKM's team was stationed on-site in a construction trailer to support the project which involved sequestering and then neutralizing the clean-in-place solution waste for the existing reverse osmosis (RO) system in order to discharge to the local sewer system as opposed to the treatment facility's brine line, which it previously was discharging to. Specific project work elements included demolition of an existing solids contact clarifier and construction of two cast-in-place reinforced concrete neutralization tanks for the RO clean-in-place waste, including a corrosion resistant coating, discharge and recirculation pumps, associated valves and piping; construction of a new RO clean-in-place waste sump for the collection of RO clean-in-place discharge from the RO trains including new pumps, piping and instrumentation; rehabilitation of the existing RO waste sumps 1, 2, and 3 including a new coating system, pumps, instrumentation and controls; new sodium hydroxide transfer feed pump including new piping and instrumentation; and a new sodium hydroxide day tank and modifications to the existing sulfuric acid tank farm including 2 new metering pumps.

Problems/Issues: The project required over 23 system shutdowns within the plant which had to be carefully planned and coordinated with both West Basin as well as their contracted Plant operator Suez. Not completing work within predetermined shutdown durations was not an option as the District faced large financial fees from their large use customers if recycled water service is delayed any longer than the shutdown duration. AKM was instrumental in coordinating all of the necessary parties to discuss and perform field walk-throughs of the shutdowns.

Several unforeseen conditions, like subsurface facility conflicts were encountered onsite. As a result, the AKM field team worked cooperatively with the Contractor, West Basin, and the design engineer of record to find alternate routes for the installation of several large electrical duct banks, as well as other underground utilities.

The final result was a properly constructed project that was tested and is currently operating as designed.



LONG BEACH MUNICIPAL STORMWATER TREATMENT FACILITY (LB-MUST)

CITY OF LONG BEACH – 411 W. OCEAN BLVD., 5TH FLOOR, LONG BEACH, CA 90805

CONTACT: MR. ALVIN PAPA, P.E., CITY ENGINEER (562) 750-6386 ALVIN.PAPA@LONGBEACH.GOV

CONSTRUCTION COST: \$45,000,000 A/E FEE: \$510,290 (TO DATE) SCHEDULE: 1/2017-12/2021

Role: Prime Construction Management / Inspection Contractor: Phase I – All American, Phase II – Sully-Miller/Keller, Phase III - TBD

AKM STAFF: Z KAYIRAN (QA/QC); E. KAYIRAN (PM/CM); S. PATTERSON (INSPECTION)

AKM is currently providing construction management, inspection, and design quality control services for the City of Long Beach Municipal Urban Stormwater Treatment (LB-MUST) Facility. The project will intercept non-stormwater runoff and a percentage of the first-flush storm flows generated within the City of Long Beach urban watersheds prior to discharging to existing storm drain outfalls flowing into the Los Angeles (LA) River and the Los Angeles River Estuary.

A majority of the City's urban drainage systems are older facilities, which were originally designed with the focus on flood protection and are not currently equipped to address urban stormwater pollution. The proposed LB-MUST facility will assist in the compliance with stormwater pollution and discharge regulations requirements and potentially provide the opportunity as a source for alternative water supply in the future. The intercepted flows from different locations within the City's urban watersheds will be collected and diverted to a centralized downstream advanced treatment facility and storage pond. The key elements of this system include:

- Multiple upper watershed diversions to intercept and collect flows located "in-line" along each of the existing storm drains tributary to the LA River and small diversion pump stations at each diversion structure;
- Diverting flows from existing stormwater pump stations through their sump pumps
- Hydraulic conveyance systems (pipes and/or open channel) to deliver captured runoff for downstream treatment
- Advanced water treatment facility composed of multiple treatment elements and ponds / wetlands
- Upper watershed BMPs / storage basin facilities; and
- Potential future benefit as an alternative water supply source.

As the project is divided into three (3) phases (clearing and grubbing/ initial site preparation (underground utilities and ground stabilization), treatment facility construction, and conveyance system construction), AKM recently completed the construction management and inspection of the clearing and grubbing/initial site preparation phase. This phase included clearing and grubbing of the proposed site, initial rough grading of the site, removal of buried railroad tracks and ties, installation of K-rail and fencing around the site, establishment of long term stormwater best management practices (BMPs) for the disturbed area and weekly BMP inspections. The work also required the City to relocate a homeless encampment within the work zone.

AKM is currently providing construction management services for Phase II of the program which includes the construction of a new low voltage electrical service, reconstruction and realignment of the roadway fronting the proposed treatment plant site, underground

utilities such as water, storm drain and recycled water, construction of ground improvements consisting of deep soil mixing columns, as well as the installation of 3,100 linear feet of the conveyance pressure pipe system.

AKM is also providing quality control and constructability review of the proposed treatment plant and conveyance system design and will provide construction management and inspection during construction. The treatment process is being designed with the ability to treat both brackish and non-brackish influent flows through separate treatment trains. The treatment process train consists of influent strainers, ceramic membrane ultra-filtration (UF), and an advanced oxidation process (UV/AOP). The ancillary processes include process pumping, process storage tanks, chemical feeding, and air supply. An RO system can be added to the treatment train in the future, downstream of the UV/AOP, to reduce TDS of the effluent and/or provide additional barriers for potential potable reuse. The ceramic membrane system, which consists of two (2) 1 million gallon per day (MGD) units as well as the UV/AOP are currently being pre-purchased by the City. The treatment facility will be housed within a 9,000 square foot cement masonry unit building with electrical, chemical and control rooms, and will include an HVAC system. Deep soil mixing is currently proposed below the building foundation to stabilize the subsurface soil and as a mitigation measure due to liquefaction potential. The building will also contain meeting space, a theater and elevated observation deck with views of the LA River in order to accommodate public education tours.



WELL 12

CITY OF SANTA FE SPRINGS – 11710 TELEGRAPH ROAD, SANTA FE SPRINGS, CA 90670

CONTACT: MR. FRANK BEACH, UTILITIES SERVICES MANAGER (562) 868-0511 FRANKBEACH@SANTAFESPRINGS.ORG

CONSTRUCTION COST: \$2,100,000 A/E FEES: \$168,522 Role: Prime Construction Management / Inspection

AKM Staff: E. Kayiran (PM), S. Patterson (CM/Inspection)

The City of Santa Fe Springs retained AKM Consulting Engineers to provide construction management services for the Equipping of Well 12. The new well was drilled to replace the City's Well No. 2, which was removed from operation due to arsenic levels in excess of the EPA maximum contaminant level. The work included: Installation of a 250 HP, 2000 gpm deep well vertical turbine pump and inverter duty motor; construction of 16-inch discharge piping, including valves, flowmeter, sand separator and connection to an existing 12-inch ACP watermain; construction of a pump to waste system including piping, valves, flowmeter and sand settling basin; installation of a bulk storage sodium hypochlorite system and pre-engineered feed system; installation of an aqua-ammonia system and pre-engineered feed system; installation of a 600 amp switchboard and motor control center, including a 250 HP VFD with a solid state bypass starter; installation of a well pump control panel and RTU; construction of a 1500 SF block building housing the new pump, chlorination equipment, aqua-ammonia tank, and electrical equipment; construction of an asphalt paved yard area; construction of perimeter block wall and motorized sliding gate with laser security system.



LEO J. VANDER LANDS WATER TREATMENT FACILITY CALCIUM CHLORIDE BULK STORAGE EXPANSION

WATER REPLENISHMENT DISTRICT - 4040 PARAMOUNT BLVD., LAKEWOOD, CA 90712

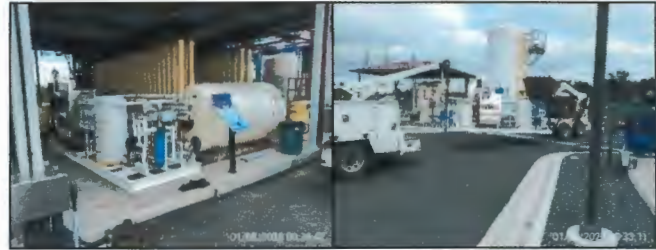
CONTACT: JESSICA KOOP (562) 275-4219 JKOOP@WRD.ORG

CONSTRUCTION COST: \$600,000 A/E FEES: \$198,000 Role: Prime Construction Management / Inspection

Contractor: Pascal and Ludwig AKM STAFF: E. KAYIRAN (PM), S. PATTERSON (CM/INSPECTOR)

AKM is currently providing Construction Management and Inspection services for the LVL Calcium Chloride Bulk Storage Expansion Project which entails an expansion of the existing calcium chloride bulk storage system within the Leo J. Vander Lans Advanced Water

Treatment Facility (LVLAWTF). The Project is providing a new 5,000 gallon tank resulting in total storage capacity of 10,000 gallons. Construction elements necessary for completion of the system expansion include demolition work and clearing of the proposed location of the expanded bulk storage system, relocation of an existing RO pilot system and termination of associated piping, conduit and wire; potholing of existing utilities and verification of the availability of existing spare electrical conduits; construction of a steel framed canopy and roof including a reinforced concrete slab and containment wall coated with a corrosion resistant coating; new double containment piping, chemical pipe trench, and valves including a new calcium chloride fill station and a connection to the calcium chloride metering system; installation of a new 5,000 gallon high density polyethylene calcium chloride storage tank; new electrical conduit and conductors, new instrumentation, as well as integration with the existing SCADA system. The project is currently substantially complete and in the closeout phase.



EQUIPPING OF WELL 16 AND TREATMENT PLANT

CITY OF PARAMOUNT – 16400 COLORADO AVENUE, PARAMOUNT, CA 90723

CONTACT: MS. ADRIANA FIGUEROA, DIRECTOR OF PUBLIC WORKS (562) 220-2100

CONSTRUCTION COST: \$6,800,000 A/E FEES: \$499,832 Role: Prime Construction Management / Inspection

AKM Staff: E. Kayiran (PM/CM)

AKM is currently providing Construction Management, Inspection and Testing services to the City of Paramount for the project which includes equipping City Well No. 16 with pump, motor, building, piping and appurtenances, and the construction of a Manganese (MN) and future Arsenic (AR) Treatment System to treat approximately 3400 gpm of flow from City Well No. 16. The treatment system raw water quality for design purposes was assumed to have an arsenic (AR) concentration of 12 µg/lit, and a manganese concentration of 59 µg/lit. Removals should provide a finished water quality with an MN of 2 µg/lit. The facility is designed for expansion to be able to treat and remove AR down to 2 µg/lit if in the future it exceeds the primary MCL level of 10 µg/lit in the well water. In addition, the work of this Contract will include the destruction of Well No. 13 and the demolition of the Well No. 13 site. The Contractor will be required to remove, salvage and transport to Well No. 16 several of the existing facilities/equipment at Well No. 13 including treatment vessels and the existing backwash tank.

NINYO AND MOORE GEOTECHNICAL EXPERIENCE

- Jurupa Community Services District Pyrite Creek/Regional Wastewater, Jurupa Valley, California
- Michelson Biosolids and Energy Recovery, Irvine, California
- Elsinore Valley Municipal Water District, On-Call Geotechnical and Materials Testing Services, Lake Elsinore
- Elsinore Valley Municipal Water District, Relocation of the Sewer in San Joaquin Drive West Project, Canyon Lake, California
- Elsinore Valley Municipal Water District, Pottery Street Sewer Replacement, Lake Elsinore
- Elsinore Valley Municipal Water District, Water System Improvements in Lakeland Village project located in Lake Elsinore
- Elsinore Valley Municipal Water District, Country Club Heights Water System Improvements, Lake Elsinore
- Inland Empire Utilities Agency On-Call Geotechnical Materials Testing and Inspection Services
- Orange County Sanitation District, On-Call Geotechnical, Materials Testing, and Inspection Services for Collection Systems and Treatment Plant Projects
- OCSD NewHope-Placentia Trunk Sewer Replacement, Anaheim and Fullerton, CA
- West Basin Municipal Water District, Harbor Area Recycled Water Pipeline, Carson, California
- Water Replenishment District, GRIP Recycled Water Project Various, CA



MR. ZEKI KAYIRAN, P.E.

Zkayiran@akmce.com

Project Role: Principal in Charge / QA/QC

Professional Registration: Registered Civil Engineer, California (C29330)

Education: MS, Civil Engineering – California State University, Long Beach; BS, Civil Engineering – Robert College

Years of Experience: 46

Mr. Kayiran provides comprehensive technical and management expertise in the planning and design of a wide variety of engineering projects. His professional background includes a blend of consulting engineering and academic experience, including a part-time instruction in the field of fluid mechanics and hydraulic design at California State University, Long Beach. He has been teaching water system planning and water facility design as part of the senior design class at University of California, Irvine. Mr. Kayiran's experience includes the following:

- **Resin Treatment of PFAS at Wells 903 and 833 for Bellflower Somerset Mutual Water Company** – Principal in Charge and QA/QC Manager for DDW engineering report, full scale pilot study, final design of a 900 gpm and 600 gpm wellhead treatment facilities, and final permit amendment.
- **PFAS Treatment Plant for South Montebello Irrigation District** – Principal in Charge and QA/QC Manager for design of the 4,000 gpm ion exchange treatment plant to treat the effluent of the new Well 8 and existing Wells 3 and 5, including DDW engineering report, full scale pilot study, final design, and final permit amendment.
- **PFAS Treatment Alternatives Study for Montebello Land and Water Company** – Principal in Charge and QA/QC Manager for the project evaluating GAC and ion exchange treatment of the effluent from six (6) existing, and one (1) new well, developing capital, operation and maintenance, and life cycle costs each alternative, and providing recommendations for one central plant to treat the effluent from five (5) existing and one (1) new well, as well as one (1) on-site ion exchange treatment plant for one (1) existing well.
- **Resin Treatment of Perchlorate and Nitrate Sources (Ion Exchange Treatment Plant) for the City of Corona** – Principal in Charge and QA/QC Manager for the project consisting of the preparation of plans and construction support for a 5 mgd groundwater treatment facility with cartridge filters, on-site and off-site piping, perchlorate removal vessels, and nitrate removal vessels, disinfection, chemical pump and storage, brine system, and treatment building.
- **Ground Water Recovery Plant Expansion for the San Juan Capistrano** – Principal in Charge and QA/QC Manager for the design an expansion of the City of San Juan Capistrano's GWRP. The expansion project upgrades the Reverse Osmosis (R.O.) plant from 5 to 7.5 mgd, including new chemical storage and feed systems, converting from potassium permanganate to sodium permanganate in their greensand filters, adding additional capacity to the R.O. filters by increasing the flux rate and adding a new cartridge filter, new R.O. feed pumps, additional finished water storage, chlorine disinfection prior to finished water storage.
- **Temescal Desalter Plant for the City of Corona** – Principal in Charge and QA/QC manager for the project which expanded the capacity of the Desalter from 10 to 15 MGD. The project included drilling, development and equipping of Wells 11A and 16; VO wellhead treatment at Well 11A; R.O membrane replacement; various chemical feed systems, acid feed modifications, chemical storage, plant brine line relocation, pipelines, disinfection upgrades, and emergency de-chlorination facilities.
- **Sierra Del Oro Water Treatment Plant - Sedimentation Basin Modifications for the City of Corona** - Principal in Charge and QA/QC Manager for the project which consisted of removal of existing traveling bridges and cog rails in the primary sedimentation basins and replacement with chain and flight sludge collector systems. The project also included basin structural modifications, installation of cross-feed auger collectors and air lift sludge pumps. The project increased the reliability of the basins and allowed for the installation of future tube settlers in the sedimentation basins to increase basin performance.
- **Iron and Manganese Treatment Plant Improvements for the City of San Clemente** - Project Manager for upgrading the plant that treats the effluent of Wells 6 and 7 in two separate vessels with Filtronics media.



Mr. Emin Kayiran, CPII

Role: Construction
Manager/Resident
Engineer

Professional Registration

APWA – Certified Public
Infrastructure Inspector;
Resident Engineers
Academy CALTRANS

Education

B.S. in Business
Administration; Finance
and Entrepreneurship,
University of Arizona,
Tucson; Civil Engineering
Studies, Civil Engineering/
Construction Management,
Cal State University, Long
Beach

Years Experience: 16

Years with AKM: 16

Mr. Emin Kayiran, CPII, is the Director of Construction Management Services with AKM. He has over 16 years of responsible experience in the inspection and construction management of treatment facilities, wells, pump stations and pumping facilities, pipelines, forcemains, complex reinforced concrete structures including, concrete tanks within treatment facilities, sumps, wet wells and valve vaults, sheet piling, deep excavations, ground remediation, dewatering, shut-downs, tie-ins, commissioning and testing, installation of emergency power generators and automatic transfer switches, electrical and control systems for water resource facilities, as well as special protective linings and coatings. Mr. Kayiran also possesses a wealth of experience in managing, coordinating and overseeing materials testing, and special inspection during the construction of water resources facilities. Several of the Mr. Kayiran's completed projects involved close coordination amongst the project owner, their operations staff, outside stakeholders and the Contractor in order to achieve varying project objectives within constrained project sites and scheduling timeframes.

- Title 22 Filter 9 and 8 Repair for West Basin Municipal Water District - AKM Consulting Engineers provided construction management and inspection
- LVL Calcium Chloride Tank Replacement Project for Water Replenishment District of Southern California – Project Manager
- Torrance Refinery Water Recycling Plant, Surge Arrest System Pipe Modifications for West Basin Municipal Water District – Construction Manager
- Edward C. Little Water Recycling Facility Clean-in-Place Waste Discharge Project – Project Manager / Construction Manager
- R.O. Train 5 Low Fouling Membrane Test Equipment for West Basin Municipal Water District – Construction Manager
- Phase IV Optimization and Mobile Microfiltration Trailer Project for West Basin Municipal Water District – Construction Manager
- Equipping of Well 16 and Treatment Plant for the City of Paramount
- Water Reclamation Facility #1 and Recycled Water Distribution System Field Engineering for the City of Corona
- Equipping of Well 31 and Lampson Reservoir Booster Station Improvements for the City of Garden Grove – Construction Manager and Resident Engineer
- Inspection Services for the Citywide Recycled Water Facilities Project "A" for the City of Corona – Deputy Resident Engineer
- Navy Booster Station & Reservoir Upgrade for the City of Seal Beach – Construction Manager
- Reservoir 1 Booster Pump Station for the City of Fountain Valley – Project Manager and Lead Inspector
- Alamitos Seawater Barrier Improvement Project for the Orange County Water District – Project and construction manager
- Well 12 for the City of Santa Fe Springs - Project Manager
- Dace Well No. 2 for Golden State Water Company – Inspection Supervisor
- Equipping of Well 9 for the City of Fountain Valley – Alternate Resident Engineer
- Well No. 28 Modifications and Nitrate Monitoring System for the City of Garden Grove – Construction Manager and Resident Inspector
- Equipping of the Pasadena Avenue Well for the City of Tustin – Resident Engineer
- Joint Transmission Main Vault Upgrades for South Coast Water District – Project Manager
- Watermain Improvements at Center, Walnut, and Maple for the City of El Segundo – Project Manager

**Mr. Steve Patterson**

Role: Construction
Inspector

Years of Experience: 33

Years with AKM: 12

Steve Patterson is a Construction Manager with AKM Consulting Engineers, and has over 30 years experience in the Water/Wastewater Utilities field, during which time water distribution system design, construction, operations, maintenance, and repair, of water and wastewater infrastructure have been the emphasis of his career. He has numerous certifications, training and knowledge pertaining to the safe and reliable construction, operation and maintenance of water and wastewater infrastructure.

Mr. Patterson served for 18 years with a municipally owned water and wastewater utilities department as an Operations Supervisor, responsible for the supervision and operations of a comprehensive repair, inspection and monitoring program. (50,000 customers, 18,000 service connections, 1.5MGD Ground Water Treatment plant, 2 ground water wells, 200 miles of pipe from 6" to 30", 33 pressure zones, 16 water storage facilities, 15 pump stations, 88 pressure/flow regulating stations, and upwards of 20 subordinate employees). Mr. Patterson has participated in the design, construction, inspection, implementation and management of numerous operational, rehabilitation, and capital improvement projects.

Examples of these projects are as follows:

- **LVL Calcium Chloride Tank Replacement Project for Water Replenishment District of Southern California** – Construction Manager/Inspector – AKM provided construction management and inspection services for the project which included furnishing and installing a Calcium Chloride bulk storage containment area, 5,000 gallon bulk storage tank, mechanical piping and trenches, associated electrical and instrumentation.
- **Orange County Water District Imperial Headgates and Weir Pond Project** - Resident Engineer for the removal and installation of a new Trash Rack and Monorail Gripper system of river debris; Electrical improvements; removal and replacement of (3) 54-inch Sluice Gates and Electric Actuators; demolition and construction of a 500 CFS Concrete Flume Structure; construction of (2) 100-foot long concrete Weir structures.
- **Edward C. Little Water Recycling Facility Clean-in-Place Waste Discharge Project for West Basin Municipal Water District** – Chief Field Engineer for the project which involved sequestering and then neutralizing the clean-in-place solution waste for the existing reverse osmosis (RO) system in order to discharge to the local sewer system as opposed to the treatment facilities brine line, which it currently discharges to. Specific project work elements included demolition of an existing solids contact clarifier and construction of two cast-in-place reinforced concrete neutralization tanks for the RO clean-in-place waste, including a corrosion resistant coating, discharge and recirculation pumps, associated valves and piping; construction of a new RO clean-in-place waste sump for the collection of RO clean-in-place discharge from the RO trains including new pumps, piping and instrumentation; rehabilitation of the existing RO waste sumps 1, 2, and 3 including a new coating system, pumps, instrumentation and controls; installation of a new brine line flow meter which required interception of the line, 2 shutdowns and construction of above ground piping; new sodium hydroxide transfer feed pump including new piping and instrumentation; and a new sodium hydroxide day tank and modifications to the existing sulfuric acid tank farm including 2 new metering pumps.
- **R.O. Train 5 Low Fouling Membrane Test Equipment for West Basin Municipal Water District** – Construction Inspector – AKM provided construction management and inspection services for the project that consisted of submittals, purchase, fabrication, installation, and commissioning of equipment and appurtenances required to complete a membrane fouling testing system for the Train 5 R.O. system at the ECLWRF. The R.O. Train 5 is existing equipment that is used to treat water for reuse at the facility. A portion of the Train 5 equipment was modified so that West Basin can evaluate low fouling reverse osmosis membranes located at RO Train 5. The project included the fabrication of welded type 316 stainless steel piping, which was inspected by AKM at an offsite facility, and assembled on site. Also included was PVC piping, instrumentation and the installation of an instrument panel. AKM presided over commissioning of the equipment provided.
- **Phase IV Optimization and Mobile Microfiltration Trailer Project for West Basin Municipal Water District** – Construction Inspector – AKM is currently providing construction management and inspection services for the Phase IV Optimization and Mobile Microfiltration Trailer Project. The Phase IV work consists of the installation of equipment to add sodium hypochlorite to the clean-in-place process for all six filter basins in the phase IV MF system. The Pall Trailers Mobile Microfiltration work consists of construction of utilities and infrastructure required to support the installation of 2 Pall Microfiltration Trailers at the ECLWRF, north of the Phase II microfiltration including clearing and grubbing of an existing area within the plans, construction of reinforced concrete pads for the trailers, installation of chemical systems, equipment and piping for sodium hypochlorite and ferric chloride. Setting of the trailer units, hot tapping existing piping, electrical work including new conduit and wire as well as coordination with the Plant's integrator for development of control screens for the plant SCADA system.

Work Plan**Methodology**

Our goal on any project is to see that quality facilities are constructed on time and within budget, so that such facilities will be a benefit to the community for their full useful life. In addition, AKM's Construction Management Team becomes a close partner and extension of our clients. We are sensitive to the fact that the City's internal staff has a variety of day-to-day responsibilities beyond any particular construction project. That being said, we have been extremely successful handling the project management workload for our clients during construction yet still keeping assigned client staff fully abreast of project progress and status. AKM understands that no two agencies or projects are the same, all containing their own unique challenges and nuances. Our Construction Management services are specifically tailored for each client and project to properly serve their best interest and overall project success. It is critical that any project is carefully examined and that the client's goals and objectives are clearly understood by all project participants prior to beginning our services.

For the Project to be successful, detailed and timely attention must be given to the key issues unique to the project. Not addressing the key issues promptly could potentially derail an otherwise successful project. Our approach for successfully completing the Project involves promptly addressing the key project issues.

Key Issues and Project Challenges

<ul style="list-style-type: none"> ▪ Coordination with Multiple Project Participants
<ul style="list-style-type: none"> ▪ Impact to the Surrounding Community
<ul style="list-style-type: none"> ▪ Constrained Project Site and Access
<ul style="list-style-type: none"> ▪ Coordination of Several Trades Working Simultaneously
<ul style="list-style-type: none"> ▪ Equipment Installation and Verification
<ul style="list-style-type: none"> ▪ Construction completion time
<ul style="list-style-type: none"> ▪ Potential for Utility Conflicts

Coordination with Multiple Project Participants

The Project will require close and cooperative coordination with multiple outside agencies as well as the City's Engineering and Operations Staff. It is anticipated that on-going communication will be required with the following agencies throughout construction:

- Water Replenishment District of Southern California (WRD)
- The Design Engineer
- Supplier and Manufacturer's representatives for onsite services
- Other City departments such as City Maintenance Services
- Utility Agencies owning facilities within the project boundaries

Different entities may have different project concerns and require varying levels of communication. Outside agencies will feel the most at ease and comfortable with the project when they receive clear, timely and accurate information regarding the project. It will also be paramount to understand each party's unique concerns and perspective regarding the project prior to the start of construction, to be able to best plan how to keep them informed. For WRD, who is providing funding for the project, it will be required to coordinate installations of major equipment with their representative so they may present on site. It will also be required to provide all pertinent project notices, change order requests, and Contractor Invoices to WRD.

Impact to the Surrounding Community

The project site is within a residential area within very close proximity to existing residences. All projects near the public present a burden to residents. While constructing the proposed facilities including receiving delivery of materials and equipment, traffic on Cypress Street may be impacted, as well as temporary impedance of ingress and egress to properties. Although the Contractor is required to mitigate construction nuisances, it is the Construction Management Team's responsibility to enforce such mitigation measures. The potential always exists for dust and fine debris to create unfavorable conditions for the nearby public. It is understood that the facility had generated public complaints regarding the water quality being produced by the well and the project will therefore be highly visible by the public. The greater the inconvenience to the public, the more the public will become discontent with the projects. Minimizing the burden to the public during construction will be instrumental in achieving a successful project.

Constrained Project Site and Access

The project site sits on a small footprint and is within an existing facility. While the well is not currently operating, the site access gate is used to access the existing and operable reservoir. Staging equipment and materials, parking for Contractor and Subcontractor workers, as well access for material and equipment deliveries will need to be carefully discussed and planned as on site real estate and the ability to maneuver is minimal. Constant coordination with the Contractor will need to occur to ensure that work, deliveries and staging of equipment is not interfering with each other.

Coordination of Several Trades Working Simultaneously

The project requires work of a variety of different disciplines to not only be constructed properly, but to be coordinated with each other, many of which will not interface with one another until later in the project. For example, the concrete work must be carefully planned; however it will be critical to consider the interfacing of other work elements such as the mechanical piping, necessary embedment items, location of post-concrete placement anchors relative to reinforcement bar, as well as electrical work such as conduit penetrations. Approaching the work with a narrow focus on only the task at hand without due consideration for other disciplines can lead to errors and deficient work, required re-work or remediation; all problems that can increase costs and impact schedule. Allowing the various disciplines to forge ahead without coordination and planning would be a recipe for problems. Also, as mentioned above, the project is on a constrained site, therefore space and site logistics must factor into coordination of the various trades.

Equipment Installation and Verification

One of the more overlooked aspects of mechanical treatment facility construction is the process of proper equipment installation, verification and testing. The proposed facility is intended to serve the City and its residents for several years to come, and in order for the facility to function for its full useful life, the equipment must be installed to function properly. To properly facilitate this multistep process, it takes an experienced team who is familiar with the equipment, installation procedures, working with manufacturer's representatives, overseeing individual equipment testing, as well as operator training. Ensuring that the equipment is not only installed pursuant to the manufacturer's guidelines, but also that the manufacturer has an authorized representative visit the site to verify the installation, perform any needed calibration or tuning, and provide written certification that the equipment has been installed properly, will be a key responsibility of the Construction Manager and Inspector. It has been our experience that results of system startup and demonstration testing has a higher degree of success when the proper procedures for individual equipment testing and verification are completed. It is also important that the process is followed for warranty work as manufacturers may deny warranty claims if a clear verification and installation record is not provided.

Construction Completion Time

In construction, time is always of the essence. Due to the potential impacts to the public and close proximity to residences, there is an even greater need for completing the work within the allotted contract duration. Additionally, the longer the project extends, the greater the burden will be to the residents, increasing complaints, and overall dissatisfaction. Projects which overrun the schedule also tend to result in a higher overall cost when finally completed and could lead to Contractor delay claims.

Potential for Utility and Other Conflicts

Anytime construction occurs within public right-of-way, or involves subsurface construction, an elevated level of risk for conflicts exists. Utility locations shown on the Contract Drawings usually are carefully located and plotted based on the available existing records. The accuracy of the locations represented on the Contract Drawings is contingent upon the accuracy of the available utility records, and potholing conducted during design (if conducted). A potential utility conflict could result in a redesign of proposed facilities and/or relocation of interfering utilities creating schedule delays, increased costs and longer impacts to the public at large. Conflicts can also occur with nearby property owners where construction impacts to them are not realized until after construction commences. This can create public resistance to the projects and may cause delays while the impacts are mitigated.

Approach to Mitigating Key Issues and Challenges

What are evident in the paragraphs above are the interrelationships of the key project issues. A direct effect of one of the issues results in an unintended consequence to the others. AKM will effectively, promptly, and proactively monitor and manage these issues for the entire duration of our services on the project. Our methodology for handling the above identified issues is described in the paragraphs below.

A Commitment to Documentation

AKM takes great pride in our project document control, believing that effectively managing project documents reduces our client's risk, can help avoid and resolve project disputes, improves project lifecycles, and promotes contractor accountability. We will keep project documentation in strict accordance with the project requirements. Such diligence is a representation to involved parties, including the project funding partner WRD, that prudent project management and administration is being implemented. Project documents will be ready for review and/or audit anytime one is mandated or requested. Our commitment to documentation will also allow the Construction Inspector to verify that all required submittals, schedule updates, and red line drawings are being submitted in a timely manner by the Contractor so that construction progresses as planned. This will also ensure that all resident concerns are thoroughly documented and followed up on so residents understand that they are important stakeholders in the construction process and that we take their concerns seriously.

Be Responsive

Capital improvement construction projects are a dynamic and ever evolving endeavor. Circumstances can change without warning and as previously mentioned, time is always of the essence. It is therefore a hallmark of AKM to be extremely responsive to the Contractor, the City, surrounding community, permitting agencies, utilities, as well as any other project stakeholders. We are committed to the project day and night; the project does not end for us at 5:00 PM. AKM will diligently and expeditiously respond to project participants, transmit necessary information, and coordinate between various project participants when necessary. Our commitment to be as responsive as possible will aid in avoiding delays, as well as maintaining good project relationships with all involved parties. This also will aid in maintaining work flow during shutdowns/tie-ins, coordination of and testing the new pipelines and equipment, as well as startup and testing of the facility. There likely will be issues that arise that cannot wait to be addressed and attended to.

Communicate Early and Often

AKM understands that it is part of a team that includes the Contractor, the City, permitting agencies, utility owners, as well as residents sharing in the common goal of project completion on time and within budget. Communications will begin from the commencement of the project, during preconstruction activities, and continue through completion. Coordination and cooperation amongst project participants is best achieved when relationships founded on open communication are established. Such communications will allow AKM to most effectively deal with problems identified with the schedule, delays, utility conflicts, addressing public concerns related to construction and working with the permitting and outside agencies previously mentioned in this section.

We will conduct a productive Preconstruction Scheduling Conference to review the CPM schedule with the Contractor and the City.

It is also proposed that AKM meet with Contractor informally prior to the preconstruction meeting so that our respective project teams can meet and begin building a working relationship. This provides an opportunity for the Contractor to share project concerns and AKM to express expectations prior to being in a room full of the design engineers, the City and outside agencies. The practice of this informal meeting has paid dividends on recent projects building trust between the construction management team and Contractor and setting a collaborative tone for the project.

Diligently Pursue Project Completion

A lagging or drawn out project completion period can create a perception that an otherwise successful project is not successful. Project closeout within the schedule is of the utmost importance to AKM. We will diligently pursue all completion activities including collection of all final compliance paperwork from the Contractor, final payment quantities, the completion of as-built record drawings, final guarantees, warranties, and final lien releases. Our diligence will help ensure that the project comes to an expeditious closure, that permit requirements are met and closed out within the time limits specified, that the project presents no further burden to the public and adjacent residences, and that the proposed facilities turned over to the City for beneficial use are of the highest quality, and are properly tested to function as intended by the design.

Project Management & QA/QC

Our Construction Management Team will diligently manage the project budget so not to create cost overruns during the prosecution of our services. Although the Construction Manager will have ultimate responsibility for tracking, managing and reporting budget status to the City, every team member participates in project management. Our Construction Inspector is required to thoroughly review and understand the project specific scope of work prior to beginning our services and to log hours spent on the project daily. The Construction Manager reviews accrued project hours weekly. Additionally, the Construction Manager carefully analyzes project costs and staffing requirements and assigns work hours to project team members accordingly the prior week services are scheduled to be rendered. Adherence to our project budgets relative to construction percent completion based on schedule will be communicated to the City monthly, or at any other interval desired by the City. The City will be notified in writing when reaching budget milestones of 25-percent, 50-percent and 75-percent of total cost exhausted. AKM will not exceed the budget limits agreed to.

AKM's Construction Manager will review all deliverables and will screen Inspector Daily Reports on a daily basis. Our Construction Manager will also perform field visits at least twice a week to keep abreast of project issues and to ensure project goals and objectives are being carried out in the manner planned, and to AKM and the City's quality standard.

Constructability Reviews

Our Project Team will conduct a constructability review of the project contract documents including City's front end documents, technical specifications and contract drawings. The overall objective of the constructability review will be to minimize costly changes and delays prior to project commencement, which could significantly reduce resources used during construction to respond to RFIs, change orders and/or resolving claims. The review will also serve to improve upon the overall design package distributed to construction contractors

for the purpose of bidding, and to maximize project efficiencies while reducing overall costs and compressing the schedule to the greatest extent possible.

The constructability review will include a review of the plans and specifications to suggest alternatives to materials, equipment, or even designs that can save the City up-front construction costs or long-term maintenance costs. The AKM Project Team will also review the project plans and specifications to identify conflicts, risks, errors, and omissions; assess the general feasibility of the design, verify that sufficient information is provided by the plans and specifications for a Construction Contractor to provide an accurate bid for the proposed project, verify that the documents will yield pricing within budget, verify that sufficient detail is provided for a Contractor to construct the project as intended and avoid costly delays or change orders during construction; contact manufacturers and suppliers of major equipment to determine and/or confirm lead times, assess the reasonableness of the planned project duration, assess the reasonableness of the engineer's estimate, assess traffic impacts and other impacts to the surrounding community; and evaluate project site logistics and constraints. We also anticipate meetings with City's operations and maintenance staff to evaluate long term maintenance concerns with the design and evaluate alternatives geared towards eliminating potential maintenance issues. The findings and conclusions of the constructability review will be documented and presented to the City in a well-organized report.

Scope of Work

Task 1 - Pre-Construction Meeting

The entire Project Team will participate and attend the meeting. The agenda will be generated by and meeting conducted by the Construction Manager.

The meeting shall be attended by representatives of the City, the Construction Management Team, the design engineer, the Contractor and their major subcontractors and suppliers, the permitting agencies, consultant and all other project stakeholders such as local authorities including police and fire departments, other affected utility/facility owner's personnel, and any other regulatory agency having jurisdiction over the project. The meeting will review the project objectives, introduce key personnel for the City, AKM, the design engineer, the Contractor and define their roles on the project, discuss the Contractor's initial CPM Construction Schedule; review labor compliance requirements, progress payment procedures, and project record keeping; establish project lines of communication, appropriate project site conduct, and other project procedures; and discuss public relation concerns and procedures.

An agenda will be prepared by AKM and distributed to the City's project staff a minimum of five (5) business days prior to the meeting. A written record of attendance and detailed meeting minutes of items discussed shall be prepared and distributed to all attendees by AKM. Our meeting minutes will clearly and completely document all items that were discussed including all discussion points raised regarding the items, rather than providing an expanded agenda with bullet points. AKM will distribute a draft copy of the pre-construction meeting minutes to the City for their initial review and comment within two (2) business days of the meeting and prior to distributing the draft minutes to the other attendees for comment. After incorporating all comments, AKM will distribute a final copy of the pre-construction meeting minutes.

A list of Action Items will be created at this meeting and our team will follow up to ensure that the items are taken care of in a timely manner.

A separate meeting is recommended for review of the baseline schedule. The initial baseline schedule review meeting would be conducted by our Construction Manager who will take the lead on schedule reviews and schedule maintenance throughout the project.

Task 2 - Submittals

Shop Drawings / Submittals - AKM will maintain a project submittal register to track each submittal and identify the date the submittal was received by AKM, the date it was transmitted to the City and the Design Engineer for review, the date the submittal comments are due back to the Contractor, the date the submittal was returned by the City and the Design Engineer and the noted status of the submittal (for example: no exceptions taken, revise and resubmit, make corrections noted or submit specified items). The submittal register will also track each re-submittal as noted above when re-submittal for an item is required. AKM will distribute the comments back to the Contractor as well as the final submittals. The submittal log/schedule will be updated.

Prior to construction, AKM will develop an expected submittal list to use as a tool to compare to the Contractor's initial submittal list. The two lists will then be collaboratively merged after review and discussion with the City and the Contractor.

We anticipate our Construction Management Team to review certain submittals, (i.e. SWPPP/BMP Plan, CPM schedules, submittal schedule, the schedule of values, the project specific safety plan, Contractor's QA/QC plan, etcetera) we will review all required submittals in a thorough and expeditious manner within the required timeframes to facilitate construction progress.

In the interest of making the most efficient use of the City staff and the Design Engineer's time and resources, all submittals and construction documents will be prescreened by the Construction Management Team prior to transmitting to the City and the Design Engineer so that we may verify that the information is complete, relevant and ready for their review.

During Construction, AKM's Construction Manager and/or Inspector will review all reports, certifications and testing reports, such as mill certifications for reinforcement bar, compaction testing and laboratory materials testing. All tests will be documented and logged. Test reports that are incomplete or indicate non-compliance will be sent to the Contractor for revisions. AKM will discuss the results of the test with the City and provide recommendations for action.

Task 3 – Consultation and Meetings

Consultation and Meetings - Project Meetings will be conducted by the Construction Manager. He will also develop the agenda and seek input from the City. Our Principal-in-Charge will attend meetings as necessary and when requested by the City.

It is suggested that a brief meeting is conducted between the City and AKM prior to each progress meetings with the Contractor to ensure both parties are on the same page and deliver a consistent message.

Attendees at the progress meetings will include key representatives from the City, AKM, the design engineer, the Contractor, and any other agencies having jurisdiction over the project. The following are typical items that are addressed during meetings: Work completed during the previous 2 weeks, overall schedule review, submittal status, schedule of work for the next two weeks, future items requiring coordination, RFI status, as-built drawing maintenance, progress payments, contract change orders, site maintenance and safety, and Contractor performance relative to project schedule, cost, and frequency of non-compliance notices and/or corrective work.

AKM may schedule special meetings with the Contractor in addition to the progress meetings in order to address issues resulting in any Contractor deficiencies.

Meeting agendas will be provided in advance of the meeting. All meeting minutes will contain action items that resulted from the meeting's discussions. The action items list will be updated and discussed at each meeting to verify that issues are being resolved and do not slip through the cracks. Following the meeting, AKM will draft and distribute meeting minutes within two (2) business days.

RFI's - All requests for information or clarification of interpretations, meaning and intent of the project Contract Documents will be forwarded to the AKM Construction Management Team by the Contractor. Responses to issues pertaining solely to construction activities will generally be addressed by AKM's assigned Construction Manager or Inspector in consultation with the City.

Issues pertaining to project design, interpretation, and/or meaning and intent of the Contract Documents will be forwarded to the Design Engineer for review and response with a copy to the City. A complete log of requests for information or clarifications will be tracked in a log. Our Team will monitor response times and preemptively inform the City of contractual response durations in advance of the deadlines. We will endeavor to return RFI responses within 2 working days; however in no case shall it exceed 5 calendar days.

Task 4 – Record Drawings

The Construction Inspector will meet with the Contractor's Project Manager to verify that the as-built drawings are consistent and updated. It is suggested that this review occur directly following each progress meeting.

The Construction Inspector will be responsible for keeping their own as-built drawing set and verify consistency on a regular basis with the Contractor's set. Our set will be completed as a PDF markup.

Task 5 – Change Orders

The Construction Manager will be responsible for managing the change order process. The Construction Inspector will provide input necessary for resolution of change orders or claims. When time and material work is ordered, or disputed work arises, time and material or disputed work logs will be maintained by the Construction Inspector.

The entire Construction Management Team will preemptively monitor for potential conflicts that may result in a contract change order. Daily notations of any conflicts observed or potential contract change orders will be made in the daily reports noting the time of a dispute, time of notification by the Contractor and of any action taken by the Construction Inspector. Detailed accounts of any disputes with the Contractor relating to the project scope of work will also be documented in the daily report. AKM will immediately notify the City in writing when a conflict, dispute, design problem and/or potential contract change order arises. We will also open a "Risk Item" in the project file to track the evolution of the issue.

Our approach to Change Order and Claims Management is to partner with our client and advise them on the merits of the demand, regardless of how small. This effort requires thorough analysis of each issue and goes far beyond simply processing paperwork. Contract change order proposals and/or claims will be received by the Construction Management Team and reviewed for merit and

reasonableness of cost. The change order or claim will also be forwarded to the City for review and comment. If the change order or claim request is determined to be meritorious through a cooperative effort with the City, AKM will prepare a written justification for the contract change order or claim including a schedule impact analysis, cost estimate; a detailed description of the extra work or claim, background information surrounding the issue, resolution alternatives and recommendations for action. AKM will also negotiate with the Contractor in order to reach a mutually agreeable cost and terms of the change order, or resolution of a claim. AKM will not authorize work or agree to the resolution of a claim without conference with and prior written approval by the City. Final agreements for resolution of claims will be in writing between the City and the Contractor. Conformance with the executed contract change order will be verified during the prosecution of the change order work.

All time extension requests will be reviewed by the Construction Manager. He will carefully analyze the Contractor's submitted time impact analysis and then provide a recommendation for action to the City.

Task 6 – Construction Observation

We are providing a highly qualified and experienced Construction Inspector to verify compliance of the daily construction work. Daily observation and quality assurance of the proposed work will constitute enforcing strict adherence to the City Standards and regulations; the project plans and specifications and requirements and standards of permitting agencies at all times during the Contractor's prosecution of the work. Inspection services will verify that the construction is in accordance with all Contract Documents. This will be achieved through thorough visual inspections and observations, physical testing, and documentation of all construction activities occurring on site, and material and equipment manufactured or stored off site. Prior to beginning construction, and particular work tasks, the Construction Inspector will be responsible for verifying that the Contractor has all applicable submittals and shop drawings onsite to control the work. He will continually verify that the submittals and shop drawings are adhered to during the work.

Daily reports will be prepared by the Construction Inspector for each day on the project. The daily report will contain a written summary of work completed and all construction activities occurring at the site. The summary will contain specific times and durations that work or events occurred. The daily report will also document weather conditions; drawing and specification references for work completed; traffic control measures taken by the Contractor; quantity of materials used; quantity of materials not used yet stored on site; work completed as a percentage of the appurtenant bid item, equipment on site and whether the equipment was used or idle; time that equipment was used on the project; and the names, labor classifications, and hours worked for all Contractor employees.

Detailed descriptions will be provided to document any conversations with the Contractor's Field Superintendent or other Contractor personnel, directives given to the Contractor, non-compliance notices issued, any construction issues identified by the Contractor, and any visitors to the project site and their purpose for being there.

The Construction Inspector will make notations in the daily report regarding the safety measures employed by the Contractor; any safety concerns, violations, or deficiencies noticed; and action taken by the Contractor to correct them.

The daily report will also contain notations regarding potential conflicts that may result in a request by the Contractor for a contract change order. If no issue or conflict is discovered for a particular day, the Construction Inspector will note that in the report.

Time noted and dated photographs of construction activities will be included in the daily report. The photographs will contain descriptive captions explaining the work, location of the work at the project site, and position/direction the photograph was taken from.

Sketches, drawings, or details will be prepared as necessary to explain and document daily construction activities, and will be included in the daily report. ***Daily reports will be completed the same day the observations are conducted to ensure the accuracy and completeness of the report.***

The Construction Inspector will maintain and keep a running project punch list subdivided into the different project work areas/tasks. He will document all unresolved items and review the list once per week with the City. Items that remain unresolved or deficient work with significant dollar values will be elevated to the Risk Item Register.

Our Construction Inspector will preside over pressure testing, chlorination and bacteriological testing, electrical testing and overall start up testing and commissioning. Strict adherence to the project specific requirements, applicable regulations as well as standards of practice will be maintained. All testing will be carefully documented, including all retests.

Start-Up and Commissioning - The startup and commissioning/testing plans will be reviewed by the Construction Manager and our Construction Inspector. During field testing of each individual item of equipment and system demonstration, the Construction Inspector will carefully observe and document the results. The Construction Manager will also be responsible for coordinating with the necessary City and Design Engineering personnel for the testing and startup activities.

The Construction Management Team will coordinate with the necessary parties for startup and final testing of the completed improvements. All equipment will be required to be individually tested and verified prior to scheduling the systems operational testing, or startup testing. This will entail verifying that manufacturer's representatives have verified proper installation of their equipment and/or instrumentation and the Contractor has executed and submitted the Manufacturer's Certificates of Functionality Compliance. Additionally, testing and start up will include hydrostatic testing of piping; testing of all protective coatings; electrical testing including insulation resistance, resistance to ground testing, and circuit breaker testing; instrumentation and verifying that the proper signals are being read by the PLCs and central control; and coordination of integration with the existing SCADA system. The automation planned will require thorough checking of all the instrument and control loops and the PLC control strategy must be verified, line by line.

Task 7 - Schedules

General - The baseline CPM schedule will be the barometer from which Contractor's performance will be evaluated. During the preconstruction phase of the project, the Contractor will be required to submit a baseline CPM schedule which will be refined following a scheduling meeting conducted between the AKM Construction Management Team, the City and the Contractor. During this period AKM will review the schedule for the overall feasibility and duration of specific activities as well as evaluate interrelated activity constraints and analyze all logic relationships (i.e. predecessor and successor activities).

During construction, the Construction Inspector will track manpower daily as well as log total working days charged to the CPM schedule activity codes. Doing so keeps a running score of the Contractor's adherence to the schedule in relation to time, manpower and cost. The daily activity codes charged to the project each day will be recorded in the Construction Inspector's daily report. Such daily tracking will allow AKM to preemptively identify potential delays or project problems. When critical activities approach their completion dates, or when non-critical activities begin to use up the allotted float, AKM will immediately bring such issues to the attention of both the City and the Contractor.

The Construction Manager will be responsible for reviewing and commenting on the monthly schedule updates as well as the weekly look-ahead schedules. He will also review time impact analysis (TIA) when submitted.

We will require the weekly look-ahead schedule to be submitted in advance of the weekly progress meeting in order to discuss the schedule as well as communicate to the Contractor any concerns or comments.

Task 8 - Materials Testing

All materials testing will be scheduled by the Construction Inspector with our proposed sub-consultant Ninyo and Moore Geotechnical. The Construction Inspector will be responsible for presiding over the testing and inspections and ensuring that reports produced by Ninyo and Moore are thorough and complete.

It is anticipated that materials testing services will be required for soil compaction testing; concrete placements, compressive strength testing for concrete, asphalt concrete paving compaction testing; sampling and laboratory testing for fill materials, asphalt concrete paving materials, and aggregate base; as well as reinforcing steel. Laboratory tests for fill materials will include gradation, resistivity, chloride concentration, and sand equivalence.

A detailed list of each test, separated by category, will be logged by AKM. We will also track expended costs of the testing services; the cost of failing tests, and indicate materials testing costs to date.

Task 9 - Pay Requests

The AKM Construction Management Team will review the Contractor's submitted schedule of values at the beginning of the project and prior to mobilization. We will verify that a sufficient breakdown of the bid items is provided in order to allow for equitable reimbursements through monthly progress payments. We will also verify that the breakdown is logical and accurate to avoid front or end loading of particular items. A properly executed schedule of values aids in avoiding disputes when reviewing progress payment quantities with the Contractor.

During the progress of work AKM will track and measure actual quantities of work daily including materials and equipment used and incorporated, as well as labor. At the conclusion of each month, the Construction Inspector will compare the data tabulated throughout the month to the project schedule of values to determine the approximate cost of the work completed. The approximate costs will serve as a basis for determining the appropriate monthly progress pay quantities. Once the Construction Inspector and the Contractor agree on the quantities and all required paperwork requisite to payment release such as the CPM schedule update and narrative, certified payroll reports, preliminary lien releases from subcontractors and suppliers, and as-built drawing updates are received; AKM will transmit the costs per bid item to the City recommending monthly payment quantities. Requests for quantities exceeding that which have actually been completed will not be accepted.

Task 10 – Coordination of Testing and Commissioning

Prior to beginning startup testing, AKM will conduct an inspection to verify that all required work has been completed; that equipment and instruments have been calibrated and pre-tested by the Contractor; and that the City, AKM and the design engineer provide a favorable review of the Contractor's Startup Testing Plan before conducting final startup testing. It is recommended that the Contractor is required to submit his Startup and Testing Plan no later than 90 days prior to testing. AKM will ensure that the plan is submitted in accordance with this important requirement to provide all parties ample opportunity to review, discuss and comment on the plan.

Our Construction Manager will coordinate the training programs and curriculum submittals with the City. He will develop and keep a master schedule of all training programs and curriculum as well as anticipated training dates which will be coordinated with the City and their operations staff.

Task 11 – Close-Out

During the course of the Project, AKM will keep a running list of issues and corrections requiring resolution. The list will include a description of the issue, date the issue was first observed, and date the issue was resolved. The goal of the list will be to create a real-time punch list to resolve issues prior the end of the project minimizing the size of final punch lists. Once the AKM Construction Management Team determines the Project has reached substantial completion, the City will be notified and a final inspection/walk through will be recommended to ascertain any unfinished work or corrections to be made. It is anticipated that the final inspection/walk through will include the City staff the Design Engineer and AKM. Based on the findings and results of the final inspection/walk through, AKM will develop a final punch list of work to be completed and/or corrected. The final punch list will include all necessary outstanding paperwork such as final operations and maintenance manuals, required guarantees, certifications, affidavits, warranties, lien releases, as-built drawings, permit close-out verification and other documents required by the project's Contract Documents. Once all items have been completed to the satisfaction of the City and the Design Engineer, AKM will recommend final acceptance.

During project closeout activities AKM will obtain from the Contractor any and all required guarantees, certifications, affidavits, operation and maintenance manuals, warranties, and other documents required by the project's Contract Documents including the operation and maintenance manuals in PDF and AutoCad formats. AKM will then review the documents to verify that all documents are complete and accurate. Should incomplete or inaccurate documents be discovered, AKM will notify the Contractor for revision. Operation and Maintenance manuals will also be distributed to the City for their review and comment. Once determined to be complete, AKM will transmit all of the documentation described above to the City.

Prior to the end of construction, our Construction Inspector will develop a list of all required spare parts, separated by discipline and will include model number and manufacturer. The list will be used as a checklist to verify receipt and transfer of all required spare parts.

Once the Contractor has successfully completed startup and commissioning, any required operational period, and operator training, AKM will issue a notice of substantial completion to the Contractor. The letter will indicate the date of the required 11 month warranty inspection.

Following completion of a project, the final as-built drawings will be reviewed and when determined to be complete, will be transmitted to the City for review and/or approval. AKM will provide final as-built drawings both in hard copy and PDF format to the Design Engineer for production of mylars and final electronic documents within 1-week of their receipt from the Contractor. The approval of final as-built drawings will be requisite to the release of final payment.

A recommendation for final acceptance will occur once all required documents and spare parts have been verified to be submitted and approved, and following completion of the punch list as described above. AKM will first make a recommendation to the City for notice of completion and once concurrence is received, we will prepare and distribute the notice.

A complete electronic copy of all project documents and correspondence will be made and organized. The file will be transmitted to the City at the conclusion of the project.

Our Construction Inspector will review and reconcile the final bid items with the Contractor, resolve pending issues and recommend processing of final payment once all conditions have been fulfilled.

Our Construction Manager will produce the draft and final project report which will include a comparative analysis of the project completion time versus the Contractor's original baseline completion schedule; startup and testing reports; list and analysis of all contract change orders, their dollar amounts, total contract change order dollar amounts and final contract amount; the as-built construction schedule; a list of all warranties with the start date and expiration date of each warranty and hardcopies of the warranty if applicable; a list of all spare parts required and furnished under the contract; an analysis of problems that occurred on the project and recommendations for remedial and proactive steps to take on subsequent projects in order to avoid similar problems. A draft report will be submitted to the City for review and comment. After incorporating all comments, we will transmit the final copy of the report.

Task 12 – Billing and Project Records

Reports - Monthly Project Report will be produced by the Construction Manager and presented to the City. The reports will include a summary of work completed and work in-progress since the previous report, planned activities within the next 4-weeks, potential change orders and risk items, as well as project completion status as a function of project time and cost. AKM will also include a running total of AKM's consulting budget.

Billing - Our assigned Construction Manager will be responsible for review of all consultant invoices and preparation of AKM's monthly invoice to the City. The invoices will be prepared on the City provided forms.

Project Schedule

While project schedule will largely be determined by the Contractor's schedule, AKM will maintain consistency in our response timeframes to ensure we are playing an active role in advancing projects forward. The following are typical response times or deliverable timeframes based on the City's estimated schedule. It is understood that the schedule is subject to change.

Constructability Review: [Begin July 27, 2020 complete by August 24, 2020] Initial draft will be submitted within 10 Business Days. The final draft will be submitted within 4 Business Days following receipt of City comments.

Submission of Daily Reports: All Daily Reports will be submitted by 9:00 AM the following business day. In most cases, the Daily Report will be provided the same day.

Baseline Schedule Review: [Estimated mid-December 2020] 3 Business Days

CPM Schedule Update: [Estimated first week of the month beginning January 2021 until project completion] 2 Business Days following receipt.

Monthly Report: 5 business days following the last working day of the Month.

Field Compliance Documents: Field compliance documents such as materials certificates, material tickets and testing reports will be kept in the master project file and made available to the City within 1 Business Day. Additionally, a copy of the documents will be included as an attachment in the Inspector's Daily Report.

As-Built Drawings: [Estimated mid-November 2020] 2 Business Days once reconciled with the Contractor's records.

Closeout Documents: [Estimated late-November 2020] 1 business day once received from the Contractor.

Meeting Minutes: 1 to 2 Business Days depending on length and complexity of the meeting.



*Water Resources
Infrastructure
Construction Management*

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www.akmce.com

July 14, 2020

City of Lomita
24300 Narbonne Avenue
Lomita, CA 90717
Attention: Kathleen Hill, City Clerk

Subject: Revised Request for Fee Proposal – Construction Management; Construction Inspection; and Construction Administrative and Testing services for Cypress Water Production Facility (CWPF) Upgrades

Ms. Hill:

In response to your Request for Proposal dated June 11, 2020, and Addendum 1 and 2, AKM Consulting Engineers, a SBA Certified Small Business Enterprise, is pleased to submit this fee proposal for Construction Management, Construction Inspection, and Construction Administrative and Testing Services for Cypress Water Production Facility (CWPF) Upgrades for the City of Lomita.

All charges for AKM's services are a not-to-exceed fee and are in accordance with the City's RFP. Our fee proposal is based upon the levels of effort anticipated to implement the work plan contained in AKM's technical proposal. However, we can adjust the scope of work, tasks, levels of effort and the associated costs to fit the City's budget upon request. A rate schedule, used for the creation of our fee, has been included in this fee proposal as well. The rate schedule is used for invoicing purposes, progress payments, and extra work that may be requested. If any additional work is required, AKM will obtain pre-approval from the City before proceeding with the work.

We appreciate the opportunity to submit this fee proposal and look forward to working with the City of Lomita on this most important and challenging project. If you have any questions or require any additional information, please do not hesitate to contact the undersigned.

Very truly yours,

AKM Consulting Engineers

A handwritten signature in black ink, appearing to read 'Emin Kayiran'.

Emin Kayiran, CPPI
Director of Construction Management Services

**AKM CONSULTING ENGINEERS
RATE SCHEDULE
July 2020**

<u>Labor Classification</u>	<u>Hourly Rate</u> <u>2020</u>
Principal	\$225
Principal Engineer	\$225
Project Engineer	\$208
QA/QC Manager	\$207
Construction Project Manager	\$190
Senior Construction Manager	\$190
Senior Engineer	\$190
Senior Field Engineer / Inspector	\$150
Field Engineer / Inspector	\$145
Associate Engineer	\$149
Staff Engineer	\$132
Financial Analyst	\$121
Senior Designer / Senior CADD Technician	\$104
Designer / CADD Technician	\$97
Assistant Engineer	\$95
Engineering Technician	\$88
Engineering Aide	\$74
Office Support	\$74
Data or Word Processing	\$72

Out of pocket expenses (blueprinting, reproduction and printing, delivery, etc.) will be invoiced at cost plus 10%. Mileage will be invoiced at \$0.65/mile. This schedule of rates is in effect until December 31, 2021, at which time it may be adjusted.

City of Lomita
Fee Proposal

Construction Management; Construction Inspection; and Construction Administrative and Testing services for Cypress Water Production Facility (CWPFC) Upgrades

Task	Scope of Work Tasks	Principal-in-Charge	Construction Manager/Resident Engineer	Inspector	Total Hours	Labor Cost	Ninyo and Moore	Expenses	Total Fee
		\$220	\$190	\$150			Cost		
					0	\$ -			\$ -
1	Pre-Construction Meeting	2	16	2	20	\$ 3,780			\$ 3,780
2	Constructibility Review	16	44	8	68	\$ 13,080			\$ 13,080
3	Submittals	4	60		64	\$ 12,280			\$ 12,280
4	Consultations and Meetings	8	80		88	\$ 16,960			\$ 16,960
5	Record Drawings		20	16	36	\$ 6,200			\$ 6,200
6	Change Orders		64		64	\$ 12,160			\$ 12,160
7	Construction Observation	4	52	1540	1596	\$ 241,760		\$ 12,500	\$ 254,260
8	Schedules		80		80	\$ 15,200			\$ 15,200
9	Materials Testing		24	16	40	\$ 6,960	\$ 40,000		\$ 46,960
10	Pay Requests		24		24	\$ 4,560			\$ 4,560
11	Coordination of Testing and Commissioning	4	44	36	84	\$ 14,640			\$ 14,640
12	Close-Out		24	20	44	\$ 7,560			\$ 7,560
13	Billing and Project Records	2	24	4	30	\$ 5,600			\$ 5,600
Total Hours		40	556	1642	2238				
Total Fee		\$8,800	\$105,640	\$246,300		\$360,740	\$40,000	\$12,500	\$413,240



AKM Consulting Engineers

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*Water Resources
Infrastructure
Construction Management*

March 26, 2023

City of Lomita

24300 Narbonne Ave
Lomita, CA 90717
Attn: Mrs. Carla Dillon, PE
Public Works Director

Subject: Budget Amendment Request No. 1 – Construction Management Services for the Cypress Water Production Facility Project

Dear Mrs. Dillon:

Pursuant our previous conversation, AKM Consulting Engineers is submitting a budget amendment request for the Cypress Water Production Facility Upgrades Project, as the Construction Contractor has taken longer to complete the work than originally projected.

The project is currently expected to conclude towards the end of May 2023. While AKM's proposal was based on the original contract completion date and duration, which was May 12, 2022, we have been able to extend our budget through the judicious handling of resources. However; it is anticipated that our budget will soon expire.

Based on the work remaining to be completed, AKM is estimating that we will require an additional \$38,600 for carrying out our services through the conclusion of the project. The following table presents a breakdown of our expected additional services.

Task	Hours	Totals
Additional Field Inspection (\$150/hour)	200	\$30,000.00
Additional Construction Management (\$150/hour) <i>Progress Meetings and RFI/Issue Coordination</i>	32	\$4,800.00
Additional Project Management (\$190/hour)	20	\$3,800.00
Total Cost		\$38,600.00

Additional Funds Requested: \$38,600.00
Previous Approved Budget: \$475,226.00
New Requested Project Total Budget: \$513,826.00

We appreciate the opportunity to submit this budget amendment request and look forward to being of continued service to the City of Lomita. Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,
AKM Consulting Engineers

A handwritten signature in black ink, appearing to read 'Emin Kayiran', written in a cursive style.

Emin Kayiran
Director of Construction Management Services



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7f**

FROM: Ryan Smoot, City Manager

REVIEWED BY: Carla Dillon, P.E., Public Works Director

PREPARED BY: Ryan Damon, Associate Engineer

MEETING DATE: April 4, 2023

SUBJECT: Accept Work and File Notice of Completion for the Street Reconstruction Project Zones C & F

RECOMMENDATION

Accept the work performed by Sequel Contractors, Inc. for the construction of Street Reconstruction Project Zones C & F; authorize the Public Works Director to sign the Notice of Completion (NOC) and release the 5% retention payment in the amount of \$104,910.14. to Sequel Contractors, Inc. 35 calendar days after recordation of the NOC by the County Recorder's Office contingent upon no claims being filed on the project; and authorize the City Clerk to file the NOC with the County Recorder's Office.

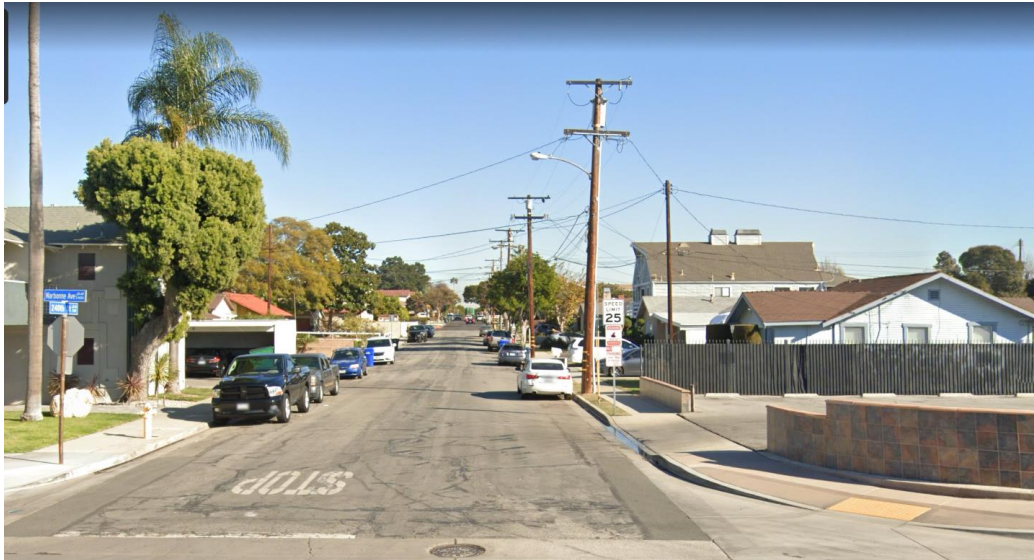
BACKGROUND

In early 2016, the City Council authorized a multi-year slurry seal program in which the City was subdivided into seven Zones (A, B, C, D, E, F & G). Slurry Seal in Zones B, D, & E was completed in Fall 2016 and was followed by Zone A, which was completed in Summer 2018. To more effectively address the necessary maintenance and repair strategies that were identified in the 2018 Pavement Management Program (PMP), a Street Improvement Program was introduced. The first Street Improvement Program Project in Zones C, F, and G included type II slurry seal and cape seal on streets identified in the 2018 PMP. That project completed construction in January 2021.

On November 2, 2020, Civil Works Engineers (assigned to David Evans and Associates, Inc. in 2022) began the design of the Street Reconstruction Project Zone C & F. This was the second project of the Street Improvement Program that aimed to address more

significant maintenance needs identified in the 2018 PMP. The project consisted of rehabilitating pavement in selected streets by either grinding the existing asphalt and overlaying new asphalt concrete, or by providing a full pavement/reconstruction/asphalt concrete as well as upgrading all curb ramps to be ADA compliant in Zones C & F.

Below are views of 240th Street at Narbonne Avenue showing the street.



Before (240th Street)

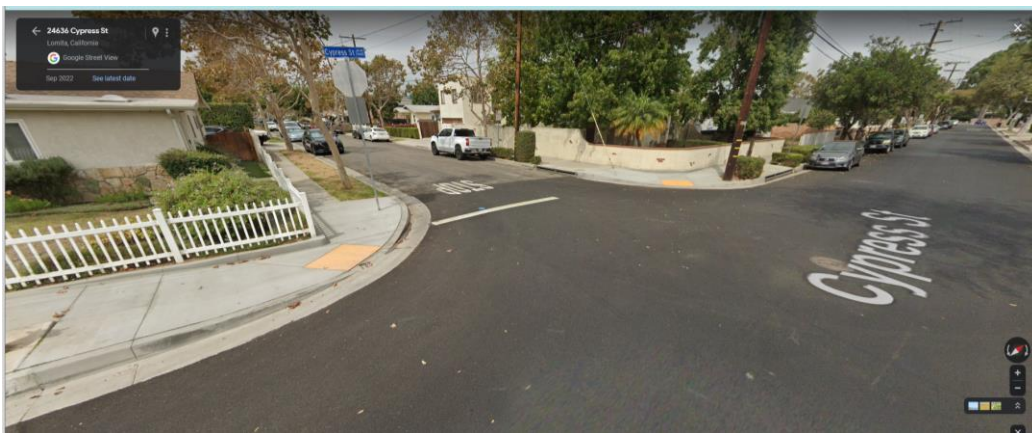


After (240th Street)

Below photos of the intersection of Cypress Street and 246th Place show both the street repair as well as curb ramp upgrades.



Before (Cypress Street and 246th Place)



After (Cypress Street and 246th Place)

In June 2022, Stephen Doreck Equipment Rentals, Inc. was separately contracted to make repairs to a damaged water main and service leak that fell within project limits. The cost of the repairs totaled \$34,795.51 and Stephen Doreck was authorized to be paid with the funds for this project.

The construction of the project was completed in December 2022, however following a final inspection from LAE & Associates, there were still punch list items that needed to be completed. One item that required multiple efforts of coordination due to weather delays was the thermoplastic restriping of the crosswalk at Eshelman Ave and Lomita Park PI (see images below).



Before



After

Sequel Contractors was able to complete the punch list items in February 2023 and following a subsequent inspection from LAE & Associates, the work was found to be in conformance with the contract documents. The final step for construction completion is to file the NOC and release the retention to the contractor. There is a one-year warranty period in accordance with the project specifications.

FISCAL IMPACT

The total project available budget was \$3,192,672. The approved and actual contract amounts are summarized below:

Service	Authorized	Actual
Construction -Sequel Contractors, Inc.	\$2,590,434.80	\$2,098,052.64
Construction Management – LAE & Associates	\$230,575.00	\$191,446.91
Engineering Design & Support – Civil Works/DEA	\$302,237.25	\$251,054.94
Direct Costs	\$35,543.93	\$35,543.93
Total	\$3,158,790.98	\$2,576,098.42

The total construction contract cost with the final payment of retention will be \$2,098,052.64, which is \$492,382.16 below the approved construction contract cost. The total project cost includes all costs related to this project such as costs of design, engineering assistance during construction, testing services, construction, the emergency water main repair, and miscellaneous items such as the installation of the signs. The total project costs were \$2,576,098.42, which is \$616,573.58 below the available budget. These funds will be available for future projects.

OPTIONS

1. Approve staff's recommendation.
2. Provide alternative direction.

ATTACHMENTS

1. Notice of Completion

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Reviewed by:



Carla Dillon, P.E.
Public Works Director

Approved by:



Ryan Smoot
City Manager

Prepared by:



Ryan Damon
Associate Engineer

RECORDING REQUESTED BY:

CITY OF LOMITA

AND WHEN RECORDED MAIL TO:

CITY OF LOMITA

(Name)

24300 NARBONNE AVE.

(Street Address)

LOMITA, CA 90717

(City, State, and Zip)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION*(Notice pursuant to Civil Code Section 3093, must be recorded within 10 days after completion)***NOTICE IS HEREBY GIVEN THAT:**

1. The undersigned is the owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is City of Lomita
3. The full address of the owner is: 24300 Narbonne Avenue, Lomita, CA 90717
4. The nature of the interest or estate is: in fee.
City of Lomita, Construction of Narbonne Plaza
(If Other Than Fee, Strike, "In Fee" And Insert, For Example, "Purchaser Under Contract of Purchase" Or Lessee")
5. The full names and full addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMESADDRESSES

6. A work of improvement on the property hereinafter described was completed on 02/10/2023
(Date)

This project consisted of the construction of a new plaza and parking spaces.

7. The name of the contractor, if any, for such work of improvement is:
Sequel Contractors, Inc. March 15, 2022
(If no Contractor for work of improvement, insert "none") (Date of Contract)

8. The street address of said property is: Various locations in Lomita, CA 90717.

9. The property on which said work of improvement was completed is in the City of Lomita
County of Los Angeles, State of California, and is described as follows:
Plaza and parking spaces.

Dated: _____

By: _____
Kathleen Horn Gregory, City Clerk, City of Lomita**VERIFICATION**

I, the undersigned, say:

I am Carla Dillon, Public Works Director, City of Lomita("President," "Owner," "Partner," "Manager," etc.)

of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, at Lomita, California.(Date of Signature)Personal Signature of the Individual who is swearing that the contents of the Notice of Completion are true)



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7g**

FROM: Ryan Smoot, City Manager

PREPARED BY: Carla Dillon, P.E., Public Works Director

MEETING DATE: April 4, 2023

SUBJECT: Agreement with Calgon Carbon Corporation for the Cypress Water Production Facility

RECOMMENDATION

Authorize the City Manager and City Clerk to execute an agreement with Calgon Carbon Corporation for granular activated carbon, in a form approved by the City Attorney, for an amount up to \$520,000.

BACKGROUND

The City's project to upgrade the Cypress Water Production Facility (CWPF) is nearing completion. The City had long been planning for the addition of Granular Activated Carbon (GAC) to improve the aesthetic qualities of Lomita's water and began the design process in late 2017. The GAC will not only remove constituents that affect aesthetic qualities such as taste and odor, but also removes benzene and is considered the best available technology. Following the detection of benzene, the design of the GAC system required the addition of two more GAC vessels to ensure complete removal of benzene.

The CWPF Upgrade Project will install GAC at start-up, and it is anticipated that removal and replacement of the GAC will be needed approximately six months after operations commence. Actual replacement time will depend on many factors so it may be needed earlier or later. As part of the permitting process, the Division of Drinking Water (DDW) has been requested that a contract be in place at start-up.

The CWPF project upgrade has installed four vessels that contain 20,000 lbs. of GAC per vessel. Since the vessels are operated with two in series, DDW will require the two vessels in series to be replaced at the same time resulting in 40,000 lbs. being removed and replaced. Although the supplier offers a lower cost option of taking the material to their facility for reactivation, the City will not be permitted for this option by DDW. In the

future, the City may request a permit modification to allow this, which will require testing to ensure that the City's regenerated material is as effective as virgin material.

In order to apply for a permit from DDW, it was necessary for the City to commit to a specific brand and product. The selected product was Calgon Virgin Filtrasorb 400 for its effectiveness with benzene. Since Calgon Carbon Corporation is the only supplier of this product, they are the sole supplier and multiple bids could not be obtained.

FISCAL IMPACT

The initial contract will allow for approximately four change-outs of 40,000 lbs. of GAC and will be paid from account 510-630-5443. The unit price will be adjusted going forward based upon the following indices:

- 1) U.S. Department of Labor Producer Price Index (PPI) for All Other Basic Organic Chemicals Manufacturing: Miscellaneous end-use chemicals and chemical products, - 40% weight;
- 2) U.S. Department of Labor CPI for Urban Wage Earners for the U.S. City Average - 40% weight;
- 3) Transportation: U.S. Department of Labor PPI by Commodity for Transportation Services: Truck Transportation of Freight - 20% weight

No expenses are anticipated in FY22-23, and a budget adjustment may be requested in the future if funds in the account are insufficient.

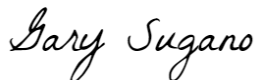
OPTIONS

1. Approve staff's recommendation.
2. Provide alternative direction.

ATTACHMENTS

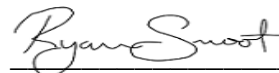
1. Price Quote

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Carla Dillon, P.E.
Public Works Director / City Engineer

CALGON CARBON CORPORATION
ACTIVATED CARBON BUDGET SCOPE OF SUPPLY FOR CITY OF LOMITA, CA

Contact: Carla Dillon	Email: c.dillon@lomitacity.com
Project: Lomita GAC Exchange	Date: 3/9/2023
Location: Lomita, CA	

GAC Amount per exchange: 40,000 lbs
GAC Turnkey Exchange Pricing:
Option 1: Spent material to be taken back for reactivation: \$78,000
Option 2: Spent material to landfilled: \$109,600

ITEMS INCLUDED:

- Product: Virgin Filtrasorb 400
- Quantity: 40,000 lbs
- Scope:
 - Delivery of carbon to the site in potable-dedicated trailers.
 - Installation of carbon into Adsorption Vessel performed by Calgon Carbon
 - All related labor and equipment (trucks, hoppers, hoses, etc), except utilities detailed below

ITEMS NOT INCLUDED IN THIS OFFER:

- Owner to provide clean water source for movement of GAC to and from filter via eduction
- Drain access for excess water from carbon transfer (water will be gray with carbon fines)
- Disinfection (if necessary) not included
- Any applicable taxes not included

SPECIAL TERMS AND CONDITIONS:

1. Unless otherwise noted, or until other Terms and Conditions are provided, this Offer is made only under Calgon Carbon Corporation's General Terms and Conditions for Purchase.
2. Carbon shall be free flowing from vessels. If carbon is solidified, 3rd party field service may be necessary for removal and disposal, and charged on a "cost plus" basis.
3. Pricing provided is exclusive of any Sales Tax, SALES TAX NOT INCLUDED.
4. Scope of Supply/Pricing does not include any Payment or Performance Bonds. Costs for any such Bond (if necessary or requested by the Purchaser) will be added to the quoted pricing.

5. Upon acknowledgement of any Purchase Order, the Buyer will be requested to complete a Credit Application and provide Tax Exemption Documentation.
6. The quoted price is valid for 60 days from the date of this Scope of Supply document.

For Information or to Place an Order, Contact:

Tim Brekke

Calgon Carbon Corporation

Regional Sales Manager

tim.brekke@kuraray.com

310-740-7782



CITY OF LOMITA City Council Report

TO: City Council **Item No. 7h**

FROM: Ryan Smoot, City Manager

PREPARED BY: Juan Ibarra, Administrative Analyst

MEETING DATE: April 4, 2023

SUBJECT: Consideration of Settlement Agreements with Defendants Teva, Allergan, Walmart, Walgreens, and CVS Who Have Entered into the 2022 National Opioid Settlement Agreements

RECOMMENDATION

Opt into settlement agreements with three pharmacy chains — CVS, Walgreens, and Walmart and direct the City Manager to execute any documents necessary to implement the action and, when possible, allocate the City’s designated share of settlement funds to the County of Los Angeles; and opt into settlement agreements with two opioid manufacturers—Allergan and Teva, and direct the City Manager to execute any documents necessary to implement the action and, when possible, allocate the City’s designated share of settlement funds to the County of Los Angeles.

BACKGROUND

Litigation brought by states and cities across the United States has resulted in additional settlement agreements with three pharmacy chains (CVS, Walgreens, and Walmart) and two opioid manufacturers (Allergan and Teva). Collectively, these settlement agreements are referred to as the 2022 National Settlement Agreements.

A. 2021 National Settlement Agreements

Previously, the City entered into settlement agreements with the three largest pharmaceutical distributors of opioid painkillers, Amerisource Bergen, Cardinal Health, and McKesson (the “Distributors”), and the opioid painkiller manufacturer, Janssen (owned by Johnson & Johnson) (“Janssen”). These previously approved settlement agreements are referred to as the 2021 National Settlement Agreements.

B. 2022 National Settlement Agreements and Allocation of Funds

The proposed 2022 National Settlement Agreements are separate and distinct settlement agreements with different parties resulting from the same litigation. In late 2022, agreements were announced with the three pharmacy chains and two additional manufacturers. In January 2023, each of those pharmacy chains and manufacturers confirmed that a sufficient number of states had agreed to the settlements to move forward. As with the 2021 National Settlements, states and local governments that want to participate in the 2022 National Settlements now will have the opportunity to “opt in.” The greater the level of subdivision participation, the more funds will ultimately be paid out for abatement. Assuming maximum participation, the 2022 National Settlements require:

- Teva to pay up to \$3.34 billion over 13 years and to provide either \$1.2 billion of its generic version of the drug Narcan over 10 years or \$240 million of cash in lieu of product, as each state may elect;
- Allergan to pay up to \$2.02 billion over 7 years;
- CVS to pay up to \$4.90 billion over 10 years;
- Walgreens to pay up to \$5.52 billion over 15 years; and
- Walmart to pay up to \$2.74 billion in 2023, and all payments to be made within 6 years.

C. Use of Funds

Similar to the 2021 National Settlement Agreements, for these 2022 National Settlement Agreements at least 85% to 95.5% of abatement funds shall be used to fund opioid-remediation efforts, with at least 70% of abatement funds required to be used in connection with future opioid-remediation efforts. The 2022 National Settlements effectively define “opioid-remediation” as including care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures, except where the agreement restricts the use of funds solely to future opioid-remediation) designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic. The 2022 National Settlements include broad and non-exhaustive lists of qualifying opioid-remediation expenditures.

D. Participation in Settlements

Under the Teva, Allergan, Walgreens, and CVS Settlements, there is no set threshold of subdivision-level participation required for those settlements to become effective. As to the Teva and Allergan Settlements, once the deadline for subdivisions to participate has passed, these settling Defendants will determine whether there has been sufficient subdivision-level participation for these settlements to become effective. The Walgreens and CVS Settlements operate similarly to the Teva and Allergan Settlements, except that under those settlements, the settling states (Walgreens) or the “Enforcement

Committee” representing the settling states (CVS) will first have the opportunity to determine whether there has been sufficient subdivision participation to proceed with these settlements. If so, then Walgreens and CVS are to determine whether they agree that sufficient subdivisions have participated in the settlements. The decisions of Teva, Allergan, CVS, and Walgreens as to whether there has been adequate subdivision-level participation is in their sole discretion and must be made in good faith.

The Walmart Settlement is different in that the level of subdivision participation required for the settlement to become effective is based on objective criteria: (1) more than 85% of the aggregate population of all litigating subdivisions located in settling states, as well as states that have separately settled with Walmart, must agree to participate or otherwise have their claims fully released, and (2) more than 85% of the aggregate population of all non-litigating threshold subdivisions (defined to include subdivisions with populations greater than 30,000 or those with populations between 10,000 and 30,000 that have brought opioids-related claims against McKesson, Cardinal Health, Amerisource Bergen, or J& J must agree to participate or otherwise have their claims fully released. The calculation of the aggregate populations of litigating subdivisions and non-litigating threshold subdivisions is on an aggregated basis and not a state-by-state basis. If these thresholds are met, then the Walmart Settlement will become effective.

E. Management of Funds

Like the 2021 National Settlement Agreements, each County and City that receives payment of funds from the settlements will have to annually track and report its use of the funds. Due to the uncertainty of the number of jurisdictions opting in, it is hard to predict what amount of funds will be allocated to the City; however, it is likely that the amount will be less than the 2021 National Settlement Agreements which equaled to \$61,601.08 -- \$63,528.66.

F. Opting In

The City must opt into the settlements by **April 18, 2023**, which requires the City to release its claims against the parties in the 2022 National Settlement Agreements.

County of Los Angeles Opioid Abuse Prevention and Treatment Programs

LA County Department of Public Health (DPH) has developed a broad, multifaceted, and coordinated opioid prevention strategy in LA County to reduce the toll of the opioid crisis on LA County residents and maximize health and well-being. Goals are to prevent opioid use, reduce deaths from overdoses, and provide easy access to treatment programs. These programs include Public Messaging Campaigns, Funding Community Coalitions, Optimizing Utilization of CURES (California’s Prescription Drug Monitoring Program, Establishing Family Resource Centers, Implementation of Expanded Substance Use Disorder (SUD) Benefits, Expanding Access to Naloxone (use in case of an overdose related to opioids), and various other programs and benefits.

Conclusion:

Unless the City intends to pursue its own litigation against the parties in the 2022 National Settlement Agreements, it is recommended that the City opt into the settlement. While the exact amount the City will be allocated is unclear because it will be determined based on participation rate, it is estimated that this amount will be less than the relatively small amount the City received pursuant to the 2021 National Settlement Agreements. Because of this and the restrictions on what the funds can be used for and the onerous reporting requirements, it is also recommended that, when possible, the City allocate these funds to the County of Los Angeles. The County of Los Angeles will utilize the funds to continue its opioid-remediation efforts and programs.

OPTIONS

1. Opt into the settlement agreements.
2. Do not approve.
3. Provide staff alternative direction.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

ATTACHMENTS

1. Exhibit A– 2022 National Settlement Agreements Package

Reviewed by:



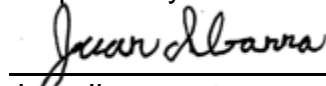
Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Prepared by:



Juan Ibarra
Administrative Analyst

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

Lomita city, CA
Reference Number: CL-383161

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: April 18, 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 April 18, 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 April 18th, 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 April 18, 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.



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

8524664.1

April 4, 2023, Reg CC Mtg., Page # 95

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

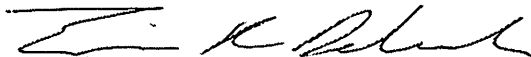
- 100 percent Incentive C participation = 6 percent Incentive D
- 99 percent Incentive C participation = 6 percent Incentive D
- 98 percent Incentive C participation = 7 percent Incentive D
- 97 percent Incentive C participation = 7 percent Incentive D
- 96 percent Incentive C participation = 8 percent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

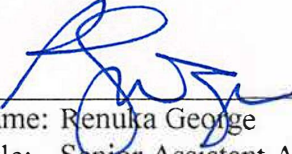
Sincerely,



Eric R. Delinsky
Counsel for CVS

OFFICE OF ATTORNEY GENERAL ROB BONTA
JANUARY 27, 2023
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SO AGREED BY AND ON BEHALF OF THE STATE OF CALIFORNIA:



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

**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, Lomita 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%



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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	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%



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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 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 – 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, Lomita 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.



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 Allocation 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 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 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%



APPENDIX 1

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%



APPENDIX 1

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%



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 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]



**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, Lomita 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	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%



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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, Lomita 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: _____



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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.



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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 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 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 Allocation 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 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 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%



APPENDIX 1

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, Lomita 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.



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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 Allocation 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 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 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 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%



APPENDIX 1

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%



APPENDIX 1

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%



APPENDIX 1

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 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]



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: Lomita 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://nationalopiodsettlement.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 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: Lomita 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 and Special District Settlement Participation Form

Governmental Entity: Lomita 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://nationalopioidsettlement.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 Walgreens Settlement at this time?

Yes No

Governmental Entity: Lomita 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: Lomita 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: _____





CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7i**

FROM: Ryan Smoot, City Manager

PREPARED BY: Brianna Rindge, Community & Economic Development Director

MEETING DATE: April 4, 2023

SUBJECT: 2022 Annual Progress Report for the General Plan

RECOMMENDATION

Receive and file the City's 2022 Annual Progress Report on the General Plan. Review and submittal of the report is not a project requiring review under the California Environmental Quality Act (CEQA).

BACKGROUND

Government Code Section 65400 mandates that by April 1st of each year the local planning agency shall submit a report to the State Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD) that provides the progress of the implementation of the General Plan and a separate detailed report on housing entitlement and production. These reports were completed by staff and submitted to OPR and HCD on time. The General Plan report is attached to this staff report while the Housing-specific report was on the March 21, 2023, City Council agenda.

Unlike the Housing Element Annual Progress Report (APR), there is not a specific form or format to submit the General Plan APR and guidelines are intentionally flexible to account for individual circumstances. The purpose of the report is to demonstrate how a city's activities correspond to the General Plan's adopted goals, policies, and implementation measures. The City's report features those activities that played a significant role in a city's implementation of the existing General Plan for the calendar year.

CEQA

Review and submittal of the attached report is not a project requiring review under the California Environmental Quality Act (CEQA).

OPTIONS

Information only. Receive and file.

ATTACHMENTS

1. 2022 Annual Progress Report of Lomita's General Plan

Reviewed by:

Gary Sugano

Gary Y. Sugano
Assistant City Manager

Approved by:

Ryan Smoot

Ryan Smoot
City Manager

Prepared by:

Brianna Rindge

Brianna Rindge
Community & Economic Development Director

City of Lomita
Community and Economic
Development Department



2022
General Plan
Annual Progress Report

Annual Progress Report on the Lomita General Plan and Housing Element Compliance

Reporting Period: Year 2022
(January 1, 2022– December 31, 2022)

The purpose for the Annual Progress Report is to assess how the General Plan is being implemented in accordance with adopted goals, policies and implementation measures; identify any necessary adjustments or modifications to the General Plan as a means to improve local implementation; provide a clear correlation between land use decisions that have been made during the 12-month reporting period and the goals, policies and implementation measures contained in the General Plan; and, to provide information regarding local agency progress in meeting its share of regional housing needs. If there are questions about this report, please contact Community and Economic Development Director, Brianna Rindge, AICP at (310) 325-7110 or b.rindge@lomitacity.com.

The current Lomita General Plan was adopted by the Lomita City Council on May 4, 1998. The Lomita General Plan contains the seven state-required elements which are land use, circulation, housing, conservation, open space, safety and noise. The State allows the combining of elements or the addition of new elements as long as the required seven elements are present in some fashion. Lomita’s General Plan contains the following elements:

Lomita General Plan Element	Update Status
Safety	Updated & adopted December 2021
Housing	Updated & certified October 14, 2022
Land Use	Update triggered by Housing Element update (rezone required by October 2024)
Circulation	Update required by January 2025 per SB 932
Resource Management (Open Space & Conservation)	Update required by January 2026 per SB 1425
Noise	Update triggered by Land Use update
Economic Development	Updated 1998; to be incorporated into other elements
Implementation	Updated 1998; to be incorporated into other elements

AMENDMENTS AND IMPLEMENTATION OF THE GENERAL PLAN

Local governments are required to keep their General Plans current and internally consistent. The following represents amendments and the progress that the City has made towards implementing the goals and guiding policies of the General Plan from January 1, 2022 to December 31, 2022.

Land Use Element

Consistent with the Housing Element Policies and Actions, the City adopted General Plan Amendment No. 2022-01 modifying the Low-Density Residential Designation from 5.80-8.71 units per acre to 5.80-10.89 units per acre, and the Medium Density Residential Designation from 8.72-19.80 units per acre to 10.90-19.80 units per acre (*Land Use Policy 9 to increase opportunities for home ownership.*).

Circulation Element

The Circulation Element was last updated in 1998 and will be updated by January 1, 2025. It contains nine policies and, in 2022, the City implemented the following:

- Continued sidewalk improvement projects to ensure the “safety and use of pedestrian movement” in accordance with Policy 6.
- City Council adopted ordinances retaining the existing speed limits for Lomita Boulevard, Eshelman Avenue, and Palos Verdes Drive North. The Engineering and Traffic Surveys evaluated vehicle speed and collision rates in accordance with Policy 1.

Housing Element

In 2022, the State certified the City of Lomita’s Housing Element. The City adopted two housing-related zone text amendments. ZTA 2022-01 was an omnibus amendment that updated ADUs/JADUs standards, added state law provisions for SB 9 developments, and created and added a Planned Residential Development option in single-family zones. ZTA 2022-02 focused on additional residential sign standards in the 24000 Crenshaw Blvd. Specific Plan Zone.

The Annual Housing Progress Report (attached) provides detailed analysis of the progress made towards achieving housing goals and meeting the Regional Housing Needs Allocation. For the Sixth Housing Cycle (2021-2029), the City has a Regional Housing Need Allocation (RHNA) of 827 units. Those units are further allocated into the following income categories: very-low, low, moderate, and above moderate. Although cities do not control or are not required to directly participate in housing production, cities are expected to work towards and facilitate the production of housing. In 2022, 30 building permits were issued. One multi-family project contained 16 units, a second multi-family project contained eight units, and the remainder of the building permits were issued for detached one-family dwellings, which includes accessory dwelling units.

Resource Management (Open Space and Conservation) Elements

The Resource Management Element was updated in 1998 and will be updated by January 1, 2026. It contains 17 policies and in 2022, the City implemented the following:

- Numerous programs organized by the City promote the use of open space to maintain and enhance residents’ health in accordance with Policy 11.

- Continued support for the Farmer's Market which utilizes the open space in front of City Hall thereby improving residents' health in accordance with Policy 11.
- Prepared plans and implemented capital improvement projects to provide a more adequate water distribution system in accordance with Policy 16.
- Ensured new construction projects adhered to stormwater best management practices and that Low Impact Development requirements were met in accordance with Policy 17.

Safety Element

On December 21, 2021, City Council certified the Initial Study/Mitigated Negative Declaration and adopted General Plan Amendment 2021-02 for the updated 2021-2029 Safety Element. The Safety Element goals, policies, and actions provide the City's safety roadmap with a 20-year horizon, including a comprehensive hazard mitigation and emergency response strategy with five goals, 21 policies, and 64 action items. In the first year since adoption, the following progress was made to achieving its goals.

- The Water Master Plan made recommendations for replacing pipelines, studies to consider improvements in pressure and zone connectivity, and water supply redundancy. These recommendations are based on results of hydraulic modeling, capacity, and fire flow, which corresponds to Policy 2.4's Action 2.4a.
- Various water capital improvement projects, which correspond to Policy 2.4's Action 2.4a.
- Actively recruited volunteers and held two Community Response Emergency Team (CERT) trainings corresponding to Policy 3.2a.
- Expanded code enforcement activities to reduce risk of fire related to unsafe structures or hazardous conditions related to vegetation or outdoor storage, as specified in Policy 2.3's Action 2.4c. Code enforcement staff opened cases on dwellings constructed or converted without building permits and had a vacant unsecured building secured.
- Updated Emergency Operations Center computers and software in accordance with Goal 4's Actions 4.4a and 4.4b.

Economic Development Element

The Economic Development Element was updated in 1998. The mission of the city's economic development effort is to actively support the development and expansion of existing businesses, and to proactively recruit quality revenue-generating uses that

diversify and expand the City's economic base, offer a variety of products and services, increase employment opportunities a, enhance fiscal resources, preserve and enhance Lomita' unique historic appeal and contribute to the quality of life for Lomita. In 2022, the following progress was made to achieving the Economic Development Element's goals and implementation efforts:

- Launched the ARPA-funded Façade Improvement Program and Job Creation Program and revised the programs to include more types of businesses, which aligns with Economic Development Policy 3 to promote the improvement and revitalization of existing commercial areas and is in accordance with stated implementation program to commit financial resources.
- ZTA 2022-01 Modified zoning code's commercial parking requirements to increase options which aligns with Economic Development Policy 3 to promote the improvement and revitalization of shopping centers.
- Implementation Program: Business Retention and Expansion
Approved a one-year Professional Services Agreement with South Bay Workforce Investment Board (SBWIB) to: 1) directly outreach to businesses via phone calls, personal visits, email or postal mailings and survey their needs; 2) to provide concierge services and make businesses aware of the City's Job Creation Program and Façade Improvement Program and coordinate with the City throughout the process of applying; 3) offer training opportunities for business owners and their workforce; and 4) market all of SBWIB's business services and resources.

Capital Improvements

During the reporting period, the following projects were planned, active and/or completed. All relate to the General Plan goals and policies and specifically are consistent with the Safety Element, Economic Development Element and Circulation Element:

- The Cypress Water Production Facility is undergoing a multi-year upgrade project
- Street resurfacing and reconstruction in street Zones C & F
- Began design for street resurfacing and reconstruction in street Zone G
- Sidewalk improvement project ongoing
- Design of 247th Street Area Water Project ongoing

End



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. 7j**

FROM: Ryan Smoot, City Manager

REVIEWED BY: Brianna Rindge, AICP, Community & Economic Development Director

PREPARED BY: Laura MacMorran, Associate Planner

MEETING DATE: April 4, 2023

SUBJECT: Resolution of Public Convenience and Necessity Relative to Conditional Use Permit No. 307, for the Sale of Beer, Wine, and Distilled Spirits for Target Located at 2130 Pacific Coast Highway in the C-R (Commercial Retail) Zone

RECOMMENDATION

Adopt resolution.

BACKGROUND

On November 13, 2017, the Planning Commission approved Conditional Use Permit (CUP) No. 307 for Target at 2130 Pacific Coast Highway for off-site sales of beer, wine, and distilled spirits as an ancillary use to a grocery store. This entitlement is still valid, but the Department of Alcoholic Beverage Control (ABC) requires a finding of Public Convenience and Necessity for the new tenant to sell beer, wine, and distilled spirits for off-site consumption.

The California Business and Professions Code, Section 23958.4 requires that the City Council submit a resolution of public convenience and necessity to the Department of Alcoholic Beverage Control relative to this proposal. The State law contains two tests for this requirement: 1) If the proposed establishment is located in a district which has a 20% greater number of reported crimes than the average number of reported crimes within the local law enforcement agency's jurisdiction; and 2) If the proposed establishment is located within a census tract in which the ratio of off-sale licenses to population exceeds the ratio of the off-sale licenses to population of Los Angeles County. The ABC investigator reports that the proposed location is both in a high-crime and high-concentration area.

ANALYSIS

Per ABC, Lomita's average number of reported crimes per year is 173.1 offenses. Reporting District 1714 experienced 396 offenses, which is > 20% greater than the average number of reported crimes. This data is slightly skewed because Reporting District 1700 experienced zero crimes. A more accurate average would be based on six reporting districts, not seven. This method yields an average of 202 incidents, and Reporting District 1714 still would be 20% higher than the average.

With regard to off-site license concentration, the ABC investigator reports that there exist four licenses in Census Tract 6701.02, which encompasses the area from Eshelman Avenue west to the city limit and from Pacific Coast Highway south to the city limit, as follows.

Name	Address
Pacific Shell	25808 Narbonne Ave. (SE corner at PCH)
CVS Pharmacy	25829 Narbonne Ave. (SW corner at PCH)
Moran's Liquor Market	2354 PCH
VJS Mega Liquor Market	2002 PCH

Based on Los Angeles County's population and number of county-wide off-site licenses, the ratio of licenses to population is 1:1,604. For Census Tract 6701.02 the proportional amount of off-site licenses is two (see Attachment 2).

The General Plan and zoning designations for this area are Commercial and Commercial Retail, providing for commercial and retail uses along Pacific Coast Highway in proximity to residential and commercial zones, including the establishment of necessary public service facilities compatible with the requirements of this zone. Staff finds that the sale of beer, wine, and distilled spirits as an ancillary use to the sale of general merchandise at the proposed Target store serves the needs of residents and is a necessary public facility.

For several years, beer, wine and distilled spirits have not been sold at this site, and the incidents of crime have been 20% greater than the average number of crimes per district. It not uncommon for an exclusively commercial district, such as this, to have higher incidents than a noncommercial area. Therefore, ancillary off-site alcohol sales at this site would not be a contributing factor to the census tract's higher crime rate.

Though there is a high concentration of licenses relative to the population, the census tract includes a long stretch of Pacific Coast Highway, and none of other licenses in Tract 6701.02 belong to a big-box general merchandise retailer that sells groceries. CUP No. 307 authorizes up to 172 linear feet of alcohol sales at 2130 PCH. As proposed, alcohol sales will occupy a very small fraction of the store (see Attachment 4). Only one aisle and a small cooler area will contain alcoholic products, even though the CUP allows for more linear feet. In addition to the general merchandise and groceries, a CVS Pharmacy and Starbucks will occupy a portion of the store's floor area.

Big-box general merchandise retail stores typically sell alcoholic beverages as a way to both attract customers and operate a successful store. It is a convenience for residents to be able to shop for household merchandise, clothing, food, and beer, wine, and distilled spirits at one location.

In order for the Department of Alcoholic Beverage Control to process the license, State law requires the City to issue a statement about necessity and public convenience related to this proposed business. Staff has prepared a resolution for review and adoption.

OPTIONS:

1. Adopt the resolution.
2. Do not adopt the resolution.
3. Provide staff alternative direction.

FISCAL IMPACT

Due to the limited amount of floor area dedicated to alcohol sales, the sale of beer, wine, and distilled spirit products is not expected to have significant fiscal impact.

ATTACHMENTS

1. Draft Resolution
2. ABC Form 245
3. Applicant's Statement
4. Site Plan and Floor Plan (annotated by staff)

Reviewed by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager

Reviewed by:



Brianna Rindge, AICP
Community & Economic Development Director

Prepared by:



Laura MacMorran
Associate Planner

RESOLUTION NO. 2023-06**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, RESOLVING THE PUBLIC CONVENIENCE AND NECESSITY OF AN ABC LICENSE FOR THE SALE OF BEER, WINE, AND DISTILLED SPIRITS FOR OFF-SITE CONSUMPTION AT 2130 PACIFIC COAST HIGHWAY**Section 1. Recitals

- A. On November 13, 2017, the Planning Commission of the City of Lomita conducted a duly noticed public hearing for the sale of beer, wine, and distilled spirits as an ancillary use to a grocery store located at 2130 Pacific Coast Highway.
- B. The Planning Commission approved Conditional Use Permit No. 307, a request for the sale of alcohol at the above business at 2130 Pacific Coast Highway, and the entitlement has not expired or been revoked or modified.
- C. State law established thresholds for additional review when a district's reported crimes exceed the jurisdiction's average by a certain percentage, and/or when a census tract contains a higher ratio of off-sale licenses than the ratio for the County of Los Angeles.
- D. The reporting district containing 2130 Pacific Coast Highway has reported crimes 20 percent greater than the average number of reported crimes for all of the City's districts.
- E. The existing grocery store at 2130 Pacific Coast Highway is located in Census Tract 6701.02, which has a ratio of off-sale licenses to population that exceeds the ratio for the County of Los Angeles.
- F. State law requires the City Council of the City of Lomita to state the effect of the proposed business relative to public convenience and necessity.

Section 2 Findings.

The City Council of the City of Lomita finds as follows.

- A. The proposed license is within Lomita's Commercial Retail area.
- B. The General Plan designates the area for regional retail uses and a big box general merchandise retailer's sale of alcoholic beverages for off-site consumption is compatible with the designation.
- C. That a responsibly operated a big box general merchandise retailer is a valuable part of the business diversity within Lomita's commercial corridor.

D. That beer, wine, and distilled spirits are typical and important products in the majority of successful big box general merchandise retailer stores.

E. That residents will find it convenient to shop for food and beer, wine, and distilled spirits at one location.

Section 3. That the City Council of the City of Lomita determines that the proposed sale of beer, wine, and distilled spirits for off-site consumption at 2130 Pacific Coast Highway meets the public convenience and necessity standards.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lomita hereby approves a public convenience and necessity finding for 2130 Pacific Coast Highway. The decision of the City Council is final and conclusive as to all things involved.

PASSED, APPROVED, and ADOPTED, this 4th day of April 2023.

Barry Waite, Mayor

ATTEST:

Kathleen Horn Gregory, MMC, City Clerk

APPROVED AS TO FORM:

Trevor Rusin, City Attorney

INFORMATION AND INSTRUCTIONS -

SECTION 23958.4 B&P

Instructions This form is to be used for all applications for original issuance or premises to premises transfer of licenses.

- Part 1 is to be completed by an ABC employee, given to applicant with pre-application package, with copy retained in holding file or applicant's district file.
- Part 2 is to be completed by the applicant, and returned to ABC.
- Part 3 is to be completed by the local governing body or its designated subordinate officer or body, and returned to ABC.

PART 1 - TO BE COMPLETED BY ABC

1. APPLICANT'S NAME

2. PREMISES ADDRESS (Street number and name, city, zip code) **2130 Pacific Coast Hwy, Lomita, CA 90717** 3. LICENSE TYPE **OFF-SALE**

4. TYPE OF BUSINESS

<input type="checkbox"/> Full Service Restaurant	<input type="checkbox"/> Hofbrau/Cafeteria	<input type="checkbox"/> Cocktail Lounge	<input type="checkbox"/> Private Club
<input type="checkbox"/> Deli or Specialty Restaurant	<input type="checkbox"/> Comedy Club	<input type="checkbox"/> Night Club	<input type="checkbox"/> Veterans Club
<input type="checkbox"/> Cafe/Coffee Shop	<input type="checkbox"/> Brew Pub	<input type="checkbox"/> Tavern: Beer	<input type="checkbox"/> Fraternal Club
<input type="checkbox"/> Bed & Breakfast:	<input type="checkbox"/> Theater	<input type="checkbox"/> Tavern: Beer & Wine	<input type="checkbox"/> Wine Tasting Room
<input type="checkbox"/> Wine only	<input type="checkbox"/> All		

<input type="checkbox"/> Supermarket	<input type="checkbox"/> Membership Store	<input type="checkbox"/> Service Station	<input type="checkbox"/> Swap Meet/Flea Market
<input type="checkbox"/> Liquor Store	<input type="checkbox"/> Department Store	<input type="checkbox"/> Convenience Market	<input type="checkbox"/> Drive-in Dairy
<input type="checkbox"/> Drug/Variety Store	<input type="checkbox"/> Florist/Gift Shop	<input type="checkbox"/> Convenience Market w/Gasoline	
<input type="checkbox"/> Other - describe:			

5. COUNTY POPULATION **10,044,458** 6. TOTAL NUMBER OF LICENSES IN COUNTY **4,041** On-Sale Off-Sale 7. RATIO OF LICENSES TO POPULATION IN COUNTY **1,405** On-Sale Off-Sale

8. CENSUS TRACT NUMBER **6701.02** 9. NO. OF LICENSES ALLOWED IN CENSUS TRACT **2** On-Sale Off-Sale 10. NO. OF LICENSES EXISTING IN CENSUS TRACT **4** On-Sale Off-Sale

11. IS THE ABOVE CENSUS TRACT OVERCONCENTRATED WITH LICENSES? (i.e., does the ratio of licenses to population in the census tract exceed the ratio of licenses to population for the entire county?)
 Yes, the number of existing licenses exceeds the number allowed
 No, the number of existing licenses is lower than the number allowed

12. DOES LAW ENFORCEMENT AGENCY MAINTAIN CRIME STATISTICS?
 Yes (Go to Item #13) No (Go to Item #20)

13. CRIME REPORTING DISTRICT NUMBER **1714** 14. TOTAL NUMBER OF REPORTING DISTRICTS **7** 15. TOTAL NUMBER OF OFFENSES IN ALL REPORTING DISTRICTS **1,212**

16. AVERAGE NO. OF OFFENSES PER DISTRICT **173.1** 17. 120% OF AVERAGE NUMBER OF OFFENSES **207.8** 18. TOTAL NUMBER OF OFFENSES IN REPORTING DISTRICT **396**

19. IS THE PREMISES LOCATED IN A HIGH CRIME REPORTING DISTRICT? (i.e., has a 20% greater number of reported crimes than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency)
 Yes, the total number of offenses in the reporting district equals or exceeds the total number in item #17
 No, the total number of offenses in the reporting district is lower than the total number in item #17

20. CHECK THE BOX THAT APPLIES (check only one box)

a. If "No" is checked in both item #11 and item #19, Section 23958.4 B&P does not apply to this application, and no additional information will be needed on this issue. Advise the applicant to bring this completed form to ABC when filing the application.

b. If "Yes" is checked in either item #11 or item #19, and the applicant is applying for a non-retail license, a retail bona fide public eating place license, a retail license issued for a hotel, motel or other lodging establishment as defined in Section 25503.16(b) B&P, or a retail license issued in conjunction with a beer manufacturer's license, or winegrower's license, advise the applicant to complete Section 2 and bring the completed form to ABC when filing the application or as soon as possible thereafter.

c. If "Yes" is checked in either item #11 or item #19, and the applicant is applying for an off-sale beer and wine license, an off-sale general license, an on-sale beer license, an on-sale beer and wine (public premises) license, or an on-sale general (public premises) license, advise the applicant to take this form to the local governing body, or its designated subordinate officer or body to have them complete Section 3. The completed form will need to be provided to ABC in order to process the application.

Governing Body/Designated Subordinate Name:

FOR DEPARTMENT USE ONLY

PREPARED BY (Name of Department Employee)

Target, 2130 Pacific Coast Hwy., Lomita, CA 90717**Application for Determination of Public Convenience or Necessity – Statement of Proposed Operations**

Target Corporation (“Target”) has applied to the Department of Alcoholic Beverage Control for a Type 21 Off-Sale General license for the new Target store opening in Lomita next spring. Because the store is located in a census tract that has an “undue concentration” of off-sale licenses under Section 23958.4 of the California Business & Professions Code, Target is requesting a determination from the City that public convenience or necessity will be served by issuance of the license.

The new Target will be located in the existing shopping center at the southwest corner of Pacific Coast Highway and Oak St., in the space previously occupied by Buy Low Market. The space has been vacant since Buy Low Market closed in 2018. The new 32,600 square foot store will employ 60-80 team members. The store hours of operation will be 8 a.m. to 10 p.m. daily.

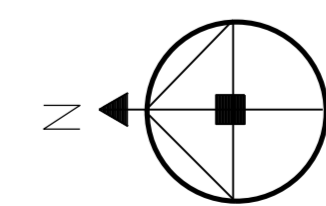
The new “small format” store will focus on quick-trip shopping targeted to the surrounding population. Target will provide neighborhood residents with a broad selection of goods and every-day necessities in one convenient location. This will include a mix of grocery items, household essentials, apparel and accessories, health and beauty products, baby products, toys and electronics.

In conjunction with its grocery assortment, Target would like to be able to offer customers the opportunity to purchase alcoholic beverages. While alcoholic beverages will be only a small component of the overall product mix, the ability to purchase alcoholic beverages along with food items will provide a convenience to Target customers by eliminating the need for an additional shopping trip. Most Target stores in California sell alcoholic beverages as part of their grocery selections, so it is a convenience Target customers expect.

Target is a well-respected retailer and takes seriously the responsibility of selling alcoholic beverages. Target has policies and protocols to ensure that alcohol sales are handled in a responsible manner and to deter crime, loitering and other undesirable activity. In addition to video surveillance throughout the store, Target will have a dedicated team of asset protection personnel who will monitor the interior and exterior of the store during business hours. Further, all cashiers receive training in responsible alcoholic beverage sales. The training focuses on cashier responsibilities in preventing underage sales, methods for verifying identification, handling intoxicated guests and cashier liability. Target also extends its underage sales prevention to its POS system, which is programmed with prompts to help cashiers when processing alcohol transactions. The sale of alcoholic beverages, therefore, will not add to any law enforcement problems or have any adverse effect on the general welfare of the surrounding neighborhood.



Alcoholic Beverage Display Area Highlighted in Red



DESIGN/DEV
PUBLICATION



ISSUE DATE:	1/11/2023
PLOT DATE:	11-JAN-2023 12:59
PLANNER:	N. Nesbitt
SCALE:	1/16"=1'-0"
PROJECT	Oct 2023 New Store
NAME	Lomita Lomita, CA
STORE NO.	T-3451
TITLE	FIXTURE PLAN

PLAN TYPE	SHEET NO.
X23	FW1



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council

Item No. SCH 8a

FROM: Ryan Smoot, City Manager

MEETING DATE: April 4, 2023

SUBJECT: Discussion Regarding Safe and Sane Fireworks

RECOMMENDATION

Receive the information presented, discuss, and if desire, provide further direction.

BACKGROUND/ANALYSIS

At it's meeting of February 21, 2023, the City Council approved a proposal from the LA County Sheriff's Department for enforcement of the City's ordinances related to the use of illegal fireworks during the period surrounding the 4th of July holiday and allocated approximately \$26,000 for that purpose.

After discussion of the topic and the significant and increasing costs associated with enforcement, the City Council directed City staff to return with a discussion about Safe and Sane fireworks, options for allowing their sale and use, and potential impacts thereof. The topic has been discussed in the past, most recently in 2006, but only minor amendments have been made to the City's ordinances since the sale and use of fireworks was prohibited in 1986.

A summary of the history is included below. Of particular note are two non-binding advisory measures that were placed before voters in 1986. The text and certified results of these measures are also included below. Shortly after the 1986 election, the City Council adopted Ordinance No. 400 prohibiting the sale and use of fireworks, but allowing public displays under certain conditions. The prohibition has been in place since that time, but many of the City's residents and those from surrounding areas continue to use fireworks to celebrate the fourth of July holiday.

Results of April 1986 City of Lomita Election

PRECINCT	FOR MEMBER OF THE CITY COUNCIL			PROPOSITION A		PROPOSITION B		TOTAL VOTES CAST AT PRECINCT
	PETER J. "PETE" ROSSICK	R. T. "BOB" HARGRAVE	HAROLD "HAL" HALL	SHALL THE CITY CONTINUE TO ALLOW THE SALE AND USE OF SAFE AND SANE FIREWORKS?		SHALL THE CITY CONTINUE TO ALLOW THE SALE AND USE OF SAFE AND SANE FIRE WORKS WITH INCREASED POLICE PROTECTION, FULL PROSECUTION, ETC.?		
				YES	NO	YES	NO	
1	96	99	91	69	44	53	54	506
3	118	118	115	84	70	67	77	649
4	67	66	60	41	48	33	45	360
6	98	113	99	77	56	60	57	560
9	142	128	117	95	86	75	89	732
13	104	102	94	70	79	49	75	573
15	136	133	122	76	132	58	132	789
TOTAL	761	759	698	512	515	395	529	4169
ABSENTEE VOTE	75	78	73	31	66	21	65	409
TOTAL VOTES CAST	836	837	771	543	581	416	594	4578

DATE: APRIL 11, 1986

Stawn Munita
CITY CLERK OF THE CITY OF LOMITA

Abbreviated History of Actions Related to Fireworks in Lomita

1965	Ord. No. 20	Allowed for the sale of Safe and Sane Fireworks
1966	Ord. No. 35	Ordinance amendment limiting participation to organizations from Lomita
1967	Ord. No. 44	Similar to above
1967	Ord. No. 54	Setting requirements for permit issuance, setting 1:3400 permit limit
1968	Ord. No. 71	Inventory Requirements
1969	Ord. No. 92	Made modifications to the adopted county fire code to continue to allow fireworks sales in the City.
1983	Ord. No. 346	set permit issuance requirements for fire extinguishers, distancing requirements from gas stations, etc.
1985	Reso. 85-57	City Council places first <u>advisory</u> measures before voters for April 1986 Election
1986	Reso. 86-2	City Council places second <u>advisory</u> measures before voters for April 1986 Election
1986	Reso. 86-20	Certified election results from Advisory Measure A and Advisory Measure B
1986	Ord. No. 400	City Council adopts ordinance prohibiting fireworks sales and use but still allowed for public displays
2006	Staff Report	February 21, 2006 - City Council requested discussion. No amendments made.
2007	Ord. No. 700	Adoption of modern ordinance establishing fines for fireworks use
2021	Reso. 2021-14	Increased administrative fines for fireworks to \$1000

Current Enforcement Mechanisms:

The City's municipal Code prohibits the use of all fireworks within the City, and establishes administrative penalties for violations that start at \$1,000 per violation. Although enforcement of the ordinance is challenging, in recent years the City has supplemented its enforcement efforts with additional dedicated LASD patrols and increased efforts from the City's code enforcement staff which has aided enforcement. While the recent increase in the base penalty amount for violations to \$1000 has helped, it still does not nearly cover the costs of the City's enforcement efforts.

Potential Benefits for Community Groups of Allowing Sale of Fireworks:

There are currently 34 cities within Los Angeles County (and many others within the State) that allow for the sale of Safe and Sane Fireworks while still prohibiting the sale and use of unapproved and illegal fireworks. Should the City Council desire to amend the City's code to allow for the sale and use of Safe and Sane fireworks, an ordinance would be required.

If the City were to allow the sale and use of Safe and Sane fireworks, it could allow community groups to apply for a permit to conduct those sales in the community pursuant to appropriate conditions and regulations. Depending on the number of permits issued, revenue received by a given community group or groups can be significant - in the tens of thousands of dollars. As more permits for sales are issued, however, the amount raised under each permit can be expected to be reduced. For this reason, among many others, some communities limit the number of permits issued in some way (no more than X permits per 10,000 population, for example).

Regulatory Process and Limits on Cost Recovery:

City staff has explored various models to increase our ability recover costs associated with enforcement efforts, including the possibility of allowing the sale and use of Safe and Sane fireworks, as defined under state law, while still prohibiting the sale or use of all other fireworks not so designated and approved by the State.

In order to do so, the City would need to establish a regulatory framework under which to review and approve applications for permits to sell fireworks, establish conditions and regulations to control placement, location, and operations of the stands, and determine a process for deciding how many permits might be appropriate, and which group or groups may be eligible and ultimately be issued a permit. This would require a significant amount of staff time and coordination from our community development and code enforcement staff, as well as public safety and fire personnel. Based on conversations with other communities, the amount of time necessary for this process can range from 2-10 months, depending on the complexity of the regulatory and reporting structure necessary to implement the program.

If the City were to allow for the sale of Safe and Sane fireworks, it could establish, as it does with other regulatory processes, appropriate fees for the permits necessary to do so that would recover no more than the costs of processing those permits and other directly related costs. Typically, these would be limited to costs such as the staff time necessary for processing permits, inspections of booths/stands, and other costs directly related to the issuance of the permit itself. Having said that, fees that exceed the City's costs of processing the necessary permits, such as to offset costs of enforcement related to illegal fireworks use, or to provide additional revenue to the City would likely be considered a tax that requires voter approval. The majority of cities contacted stated that costs of enforcement continue to far exceed revenues received through the permitting process.

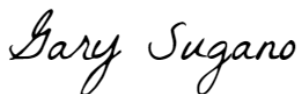
OPTIONS:

- 1) Make no changes to the City's existing prohibition on the sale and use of fireworks. Receive this report and attached background, and take no further action at this time.
- 2) Direct staff to prepare and return with a draft ordinance for consideration by the Council.
- 3) Request more information or make other direction as desired.

FISCAL IMPACT

There is no fiscal impact associated with this discussion. Should the City consider amendments to its ordinances and allow, in some capacity, the sale and use of safe and sane fireworks, there could be significant costs dependent upon the regulatory structure implemented. Under that circumstance, the City could recover the costs associated with the issuance of necessary permits, but could not, without voter approval, recover any costs or collect any revenues beyond its own costs related specifically to the sale of Safe and Sane fireworks.

Prepared by:



Gary Y. Sugano
Assistant City Manager

Approved by:



Ryan Smoot
City Manager



CITY OF LOMITA CITY COUNCIL REPORT

TO: City Council **Item No. PH 9b**

FROM: Ryan Smoot, City Manager

REVIEWED BY: Brianna Rindge, AICP, Community & Economic Development Director

PREPARED BY: Laura MacMorran, Associate Planner

MEETING DATE: April 4, 2023

SUBJECT: Discussion and Consideration of Zoning Text Amendment No. 2023-02, an Ordinance Amending Lomita Municipal Code Title XI (Planning and Zoning) to Modify Off-Street Parking Restrictions and Permit Additional Types of Parking Lot Signs, to Add Definitions

RECOMMENDATION

After the City Attorney reads the title of the ordinance, accept the recommendation of the Planning Commission and introduce on first reading an ordinance amending Lomita's Municipal Code Sections 11-1.15(D) and 11-1.15(S) (Definitions), Section 11-1.66.05 to modify off-street parking regulations and Article 67 to modify sign regulations, find the project is categorically exempt from the California Environmental Quality Act, and direct staff to schedule the second reading and adoption of the ordinance.

BACKGROUND

Lomita's Municipal Code does not currently permit the exclusive use of parking spaces in a multiple tenant commercial development (in this context means mixed commercial uses, i.e. restaurant, retail, personal service, office etc.). The expected Target store is a part of multiple tenant commercial development (2130 – 2154 PCH) and requires designated parking spaces to provide vehicle-based merchandise pick-up services. The property owner, BRFI Lomita II, LLC, applied for a zone text amendment to allow designated parking spaces for a single-tenant's use. With the applicant's permission, staff is proposing allowing short-term commercial parking spaces.

SUMMARY OF THE PROPOSED ZONE TEXT AMENDMENT

The amendment proposes two new types of commercial parking spaces: designated spaces, and short-term spaces. Depending on the property's size, up to five percent or seven and half percent of the available parking spaces may be designated to a specific tenant's customer use. The short-term parking spaces are time-limited shared parking spaces. Up to five percent of the available parking spaces can be allocated to short-term parking. This allocation is in addition to designated parking spaces.

Three corresponding parking sign types are proposed to identify the parking spaces, and pick-up area. The signs are regulated by typical size and illumination standards. Also included in the zone text amendment are definitions for the parking space types and sign types.

ANALYSIS

These amendments are consistent with the General Plan's Economic Development Element and the Land Use Element. Specifically, they promote the improvement and revitalization of existing shopping centers, as well as promote an orderly pattern of development in the City.

The Code's explicit prohibition on designating commercial parking spaces is not typical of other jurisdictions. It constrains brick-and-mortar retailers who provide online shopping with in-person pickup services, and it prevents Lomita residents from having this service available in their community.

By allowing a small percentage of a parking lot's available parking spaces to be designated to a particular business and/or for short-term parking, the land is being more optimally used; customers will benefit from the advances in technology; businesses can improve sales and become competitive with surrounding cities; and it can help property owners attract new tenants.

The Planning Commission Staff Report provides further analysis of the parking space types and corresponding new signs.

OPTIONS:

1. Approve the first reading of the ordinance as recommended by the Planning Commission.
2. Approve the first reading of the ordinance with amendments.
3. Do not approve the first reading of the ordinance.
4. Provide staff alternative direction.

FISCAL IMPACT

None.

ATTACHMENTS

1. Draft Ordinance
2. Planning Commission Resolution 2023-26
3. Planning Commission Staff Report with PC Attachment 2
4. Applicant's Submittal
5. Notice of Exemption

Reviewed by:

Gary Sugano

Gary Y. Sugano
Assistant City Manager

Approved by:

Ryan Smoot

Ryan Smoot
City Manager

Reviewed by:

Brianna Rindge

Brianna Rindge, AICP
Community & Economic Development Director

Prepared by:

Laura MacMorran

Laura MacMorran
Associate Planner

ORDINANCE NO. 847

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMITA, CALIFORNIA, APPROVING ZONE TEXT AMENDMENT No. 2023-02 AND AMENDING LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING) ARTICLE 15 (DEFINITIONS), ARTICLE 66 (OFF-STREET PARKING, STORAGE AND LOADING), AND ARTICLE 67 (SIGNS) AND FINDING THE ACTION TO BE CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. INITIATED BY BRFI LOMITA II, LLC, 11611 SAN VICENTE BOULEVARD, SUITE 900, LOS ANGELES, CA 90049 (APPLICANT)

Section 1. Recitals

A. On March 13, 2023, the Planning Commission held a duly noticed public hearing on Zone Text Amendment No. 2023-02 where public testimony was accepted on the item and recommended City Council approval.

B. On April 4, 2023, the City Council considered this application to amend Lomita's Municipal Code Sections 11-1.15(D) and 11-1.15(S) (Definitions), Section 11-1.66.05 to modify off-street parking regulations and to amend Article 67 to modify sign regulations, held a duly noticed public hearing and accepted testimony in regard to the same.

The Recitals above are true and correct and are hereby adopted as findings as if fully set forth herein.

Section 2. General Plan

The City Council finds that the ordinance is consistent with the General Plan because it implements the Economic Development Element's Policy 3 "*to promote the improvement and revitalization of existing shopping centers*". The City's parking and sign standards were adopted when consumer shopping patterns were restricted to in-store purchases. The proposed parking and sign standards respond to technological and retail changes. For shopping centers to be revitalized, regulations cannot prevent them from adapting to meet today's consumer demands.

In addition, the ordinance is consistent with the Land Use Element's first goal "*to promote an orderly pattern of development in the City.*" The proposed zone text amendment modifies regulations regarding the permitting and placement of signs in a parking lot. The proposed sign standards provide identification and information for customers ordering online and picking up merchandise in person, and customers whose visits last for a short duration. The adoption of this zone text amendment categorizes signs based upon the function that they will serve and fosters and aids in the harmonious, orderly, and progressive development of the City consistent with the General Plan Land Use Element's goals and policies.

The City Council also finds the proposed changes will preserve, protect, provide for, and foster the health, safety, and welfare of the citizenry in general and the persons who work, visit, or live in this development in particular.

Section 3. Environmental Review

The City Council finds that the ordinance is exempt from the California Environmental Quality Act (CEQA) Guidelines, California Code of Regulations, Title 14, Chapter 3, pursuant to Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) because zoning amendment has no potential for resulting in physical change to the environment, directly or indirectly. Alternatively, the adoption of this Ordinance is exempt from CEQA because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. (State CEQA Guidelines, § 15061(b)(3).)

THE CITY COUNCIL OF THE CITY OF LOMITA HEREBY ORDAINS AS FOLLOWS:

Section 4. Zoning Amendments

Based on the foregoing, the City Council hereby approves of the following amendments to the Lomita Municipal Code:

A. Section 11-1.15 (“Definitions”) of Article 15 (“General Provisions”) of Title XI of the Lomita Municipal Code is hereby amended to add the following definitions alphabetically as follows:

Section 11-1.15 (D)

“Designated parking space shall mean a parking space designated, assigned, or reserved for the exclusive use of one particular business’ customers.”

Section 11-1.15(S)

“Shared parking space shall mean a private parking area used jointly by two or more uses.

Short-term parking space shall mean a customer parking space which shall not be occupied by the same vehicle for no more than thirty (30) minutes at a time.”

B. Section 11-1.66.02 (“Definitions”) of Article 66 (“Off-Street Parking, Storage and Loading”) of Title XI of the Lomita Municipal Code is hereby amended to read as follows:

“Section 11-1.66.02. - Definitions.

For the purpose of this article, unless otherwise apparent from the context, the following words and phrases used in this article are defined in **Article 15, Definitions of the Zoning Ordinance: designated parking space**, driveway, floor area, garage, gross floor area, landscaping, loading area, off-street parking, parking area, parking lot, parking aisle, parking space, **shared parking space, short-term parking space**, turnaround area and turning radius.”

C. Subsection (D) of Section 11-1.66.05 (“General provisions”) of Article 66 (“Off-Street Parking, Storage and Loading”) of Title XI of the Lomita Municipal Code is hereby amended to read as follows:

“(D) Parking spaces within a ~~mixed use complex~~ **commercial development** shall not be designated for the exclusive use of any individual tenant, **except as follows:**

(1) Any commercial development with parking spaces in excess of the required parking may designate excess parking spaces for the exclusive use of a tenant(s).

(2) A commercial development that does not have parking spaces in excess of the required parking and is located on a parcel with over fifty thousand (50,000) square feet of property area may designate up to seven-and-a-half (7.5) percent of the total number of approved parking spaces for the exclusive use of a tenant(s).

(3) A commercial development that does not have parking spaces in excess of the required parking and is located on a parcel with no more than fifty thousand (50,000) square feet of property area may designate up to of the five (5) percent of the total number of approved parking spaces for the exclusive use of a tenant(s).”

D. Subsection (E) of Section 11-1.66.05 (“General provisions”) of Article 66 (“Off-Street Parking, Storage and Loading”) of Title XI of the Lomita Municipal Code is hereby amended to read as follows:

~~“(E) Neither patrons nor employees of an occupant of a building may be restricted from the use of any parking space (except handicapped) in a parking lot. However, employees should be encouraged to park in the least utilized portion of the parking lot.~~ **Commercial developments may designate up to five (5) percent of the available parking spaces for short-term parking but no more**

than 8 spaces. Short-term parking shall not exceed thirty (30) minutes. The property owner may limit the timeframe that the parking spaces are available only for short-term parking.

E. Section 11-1.67.02 (“Definitions”) of Article 67 (“Signs”) of Title XI of the Lomita Municipal Code is amended to add the following:

“(2.4) Beacon sign shall mean a type of directional sign providing information or directions for motorists to onsite parking or loading.”

“(8.5) Designated space sign shall mean a sign identifying a specific parking space for a particular business use.”

“(26.5) Short-term parking sign shall mean a sign identifying a short-term parking space.”

F. Subsection (4)(c)(vi) of Section 11-1.67.04 (“Sign regulations for specific zones”) of Article 67 (“Signs”) of Title XI of the Lomita Municipal Code is hereby amended in its entirety to read as follows:

“(vi) Parking lot signs.

a. Entrance and exit signs, not to exceed five (5) square feet in area **per face.**

b. Designated parking space signs, one (1) permitted per designated space.

1. Sign maximum size: six (6) square feet, of which up to four (4) square feet is allowed for branding or logos per face, with a maximum height of six (6) feet above the parking lot surface.

2. If present, exposed concrete bases shall be covered with decorative stone, stucco, brick, tile, or a natural veneer that matches the building’s facade.

c. Beacon parking signs may be installed to facilitate traffic circulation associated with designated parking, provided such signs comply with the following requirements:

1. No more than two (2) signs shall be permitted per property.

2. Sign maximum size: two (2) feet by two (2) feet in plan, with a maximum height of twelve (12) feet above the parking lot surface.

3. Up to three (3) square feet per face is permitted for branding or logos.

4. If present, exposed concrete bases shall be covered with decorative stone, brick, tile, stucco, or a natural veneer that matches the building's facade.

5. May be illuminated provided the luminance is stationary and no more than 0.3 foot-candles above ambient light conditions, or the level recommended by the Illuminating Engineering Society of North America (IESNA) for the specific size and location of the sign, whichever is less.

d. Short-term parking space signs may be installed to facilitate parking space turnover. The sign shall have:

1. A maximum size of eighteen (18) inches by eighteen (18) inches, with no more than a one (1) inch thickness.

2. The maximum time within which a particular vehicle may occupy a particular parking space and, if applicable, any designated timeframe.

e. All types of parking lot signs shall be installed outside of each parking space's required minimum dimensions."

Section 5.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance or any part hereof is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this ordinance or any part thereof. The City Council of the City of Lomita hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared invalid.

Section 6. Effective Date

This ordinance shall take effect thirty (30) days after the date of its passage; and prior to fifteen (15) days after its passage, the City Clerk shall cause a copy of this ordinance to be published in accordance with the provisions of the law. The City Clerk shall certify the adoption of this ordinance.

PASSED, APPROVED, AND ADOPTED this __day of __, 2023.

Barry Waite, Mayor

ATTEST:

Kathleen Horn Gregory, MMC, City Clerk

APPROVED AS TO FORM:

Trevor Rusin, City Attorney

RESOLUTION NO. PC 2023-06

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LOMITA RECOMMENDING CITY COUNCIL APPROVAL OF ZONE TEXT AMENDMENT 2023-02, AMENDING LOMITA MUNICIPAL CODE TITLE XI (PLANNING AND ZONING), ARTICLE 15 (DEFINITIONS), ARTICLE 66 (OFF-STREET PARKING, STORAGE AND LOADING), AND ARTICLE 67 (SIGNS) AND FINDING THE ACTION TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. INITIATED BY BRFI LOMITA II, LLC, 11611 SAN VINCENTE BOULEVARD, SUITE 900, LOS ANGELES, CA 90049 (APPLICANT)

THE PLANNING COMMISSION OF THE CITY OF LOMITA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

Section 1. Recitals

A. The Planning Commission of the City of Lomita has considered a request for a Zone Text Amendment to modify parking and sign standards. This amendment was initiated by the BRFI Lomita II, LLC, 11611 San Vicente Boulevard, Suite 900, Los Angeles, CA 90049 in accordance with Section 11-1.70.05(B).

B. This proposed code amendment has been assessed in accordance with Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) of the California Environmental Quality Act (CEQA) Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Alternatively, the adoption of this Ordinance is exempt from CEQA because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. (State CEQA Guidelines, § 15061(b)(3).)

C. On March 13, 2023, the Planning Commission held a duly noticed public hearing and accepted public testimony and evidence to consider the Zoning Text Amendment, in accordance with Lomita Municipal Code sections 11-1.70.04 and 11-1.70.05(C).

D. After review and consideration of all evidence and testimony presented in connection with this hearing, the Planning Commission recommends that the City Council approves the Zoning Text Amendment to establish modified parking and sign standards.

Section 2. In accordance with Municipal Code section 11-1.70.05, the Planning Commission finds that the proposed Zone Text Amendment, to establish new parking and sign standards is consistent with the General Plan as follows:

The Economic Development Element's Policy 3 is to *promote the improvement and revitalization of existing shopping centers*. The City's parking and sign standards were


adopted when consumer shopping patterns were restricted to in-store purchases. The proposed parking and sign standards respond to technological and retail changes. For shopping centers to be revitalized, regulations cannot prevent them from adapting to meet today's consumer demands.

The Land Use Element's first goal is "to promote an orderly pattern of development in the City." The proposed zone text amendment modifies regulations regarding the permitting and placement of signs in a parking lot. The proposed sign standards provide identification and information for customers ordering online and picking up merchandise in person, and customers whose visits last for a short duration. The adoption of this zone text amendment categorizes signs based upon the function that they will serve and fosters and aids in the harmonious, orderly, and progressive development of the City consistent with the General Plan Land Use Element's goals and policies.


Section 3. Based on the foregoing, the Planning Commission of the City of Lomita hereby recommends City Council approval of the amendments to the Lomita Municipal Code shown in Draft Ordinance (Exhibit A).

PASSED and ADOPTED by the Planning Commission of the City of Lomita on this 13th day of March 2022 by the following vote:

AYES: Commissioners: Dever, Sanchez, Santos, Steinbach, Stephens,
Vice-Chair Graf, and Chair Cammarata
NOES: Commissioners: None
ABSENT: Commissioners: None



Steven Cammarata, Chair

ATTEST: 

Brianna Rindge, AICP
Community and Economic Development Director

Any action to challenge the final decision of the City made as a result of the public hearing on this application must be filed within the time limits set forth in Code of Civil Procedure Section 1094.6.



CITY OF LOMITA PLANNING COMMISSION REPORT

TO: Planning Commission **Item No. PH 5b**

FROM: Laura MacMorran, Associate Planner

MEETING DATE: March 13, 2023

SUBJECT: Discussion and Consideration of Zoning Text Amendment No. 2023-02, an Ordinance Amending Lomita Municipal Code Title XI (Planning and Zoning) to Modify Off-Street Parking Restrictions and Permit Additional Types of Parking Lot Signs, to Add Definitions and Finding the Action to be Exempt from the California Environmental Quality Act

RECOMMENDATION

Recommend approval of Zoning Text Amendment 2023-02 to the City Council, subject to the findings and conditions and finding the request exempt from the California Environment Quality Act (CEQA).

BACKGROUND

BRFI Lomita II, LLC, associated with Balboa Retail Partners, applied to modify the prohibition on designated parking spaces at a multi-tenant commercial property (Sec. 11-.66.05(D)) and to add new parking sign types to identify the designated spaces. The applicant owns 2130 Pacific Coast Highway (proposed Target) and 2142-2154 Pacific Coast Highway and proposes the zoning text amendment to allow designated parking and to establish new sign types and standards for corresponding signage. Target proposes 12 drive-up spaces identified by individual parking space signs and two beacon signs identifying the pickup area.

Based on experience and research, staff proposes permitting short-term parking spaces in a multi-tenant commercial center. The applicant agreed to include this additional type of space with the other proposed amendments.

Staff discussed the proposed text amendment with both the City Council's Economic Development Subcommittee and the Lomita Chamber of Commerce. There is input incorporated into this zone text amendment.

ANALYSIS

The proposed ordinance to amend Lomita Municipal Code (“LMC”) is in response to the societal changes in technology, consumer shopping, and the retail industry, especially in a post-pandemic society.

1) DESIGNATED PARKING

See Section 4, Parts A and B of the draft ordinance (Exhibit A)

Historically, multi-tenant commercial properties have shared all provided parking spaces, meaning any business’ customers may park in any of the available parking spaces. To punctuate this parking arrangement, Lomita’s Code explicitly prohibits designating a parking space for an individual tenant’s exclusive use in a mixed-use commercial center.

In comparison to other jurisdictions, this parking restriction is an outlier. Staff spoke with planners in the City of Carson, the City of Torrance, and Skokie, Illinois, and researched several other South Bay municipalities’ codes. Almost none of the jurisdictions prohibit designated parking and have retailers which have successfully implemented designated parking spaces for a tenant’s exclusive use.

As technological changes have made it possible to purchase goods remotely, it is no longer necessary to physically enter a store to obtain the merchandise. To compete with online retailers, brick-and-mortar retailers have augmented their sales with online shopping and provided a local pickup option through retailer-specific mobile applications. This saves shipping costs for consumers and benefits the brick-and-mortar retailers, property owners, and commercial districts.

To facilitate a drive-up transaction, the customer parks in a numbered space and reports it on a mobile application. An employee walks the ordered goods to the customer’s vehicle. The designated spaces are not a loss of a required parking space, but instead a component of the retailer’s parking supply that is capturing what before online shopping would have been instore purchases.

Drive-up service benefits all people, but especially families with young children, the elderly, people with physical challenges, anyone who may be sick or fears getting sick, those in a hurry, and people who don’t have a secure place for package delivery when they are not home.

The drive-up option appears to be a permanent feature of brick-and-mortar stores, projected demand is uncertain. Target requests 12 spaces out of 206 which calculates to 5.8% of the parking spaces. Staff conservatively recommends that commercial centers with 50,000 ft² of property area be allowed to designate up to 7.5% of the total number of approved parking spaces for the exclusive use of a tenant. For slightly smaller commercial developments, staff recommends that up to 5% of the parking spaces may be eligible for designation.

2) SHORT-TERM PARKING

See Section 4, Part C of the draft ordinance (Exhibit A)

As with online retailing, technology and the pandemic have impacted consumer behavior of ordering online through Uber Eats, Grubhub, Doordash, and similar mobile orders. In response, staff recommends allowing property owners to designate parking as short-term only and self-enforce. Short-term parking is intended for vehicle stays lasting only for a few minutes. Typically, a short-term parking space has greater turnover and can accommodate more instances of vehicle parking, thus generating more revenue for the business. It also provides a space instead the drive aisle for medical lab pickup vans and armored bank trucks which are subject to time restraints.

The provisions of the draft ordinance would allow customers and delivery services to more conveniently find parking, and the designated spaces are typically located near the retail building's doors. Ease or difficulty in picking up online or over the phone orders, especially at a food establishment, are considerations in a customer's selection process. One way to support our local businesses is to prescribe parking requirements that respond to societal changes and are not overly restrictive.

The proposed amendment would allow up to 5% of the provided parking spaces to be marked for short-term parking. Any business with 30 or more parking spaces may park in a short-term parking space. Shared short-term parking spaces increase the pool of potential users and thus better optimizes the parking space(s).

As a parallel, the City of Lomita's Public Works Department already considers short-term street parking requests, and may approve such for the reasons stated. As opposed to administrative review or lengthy discretionary review, the amendment allows the landlord to decide the best way to establish these spaces, as well as make allows the landlord to make changes as needed. Implementation will be enforced by code enforcement.

3) PARKING LOT SIGNS

See Section 4, Parts D and E of the draft ordinance (Exhibit A) and Sign Examples (Attachment C)

The draft ordinance provides for three new parking lot signs related to proposed designated and short-term parking. The signage is typical of signs allowed by other jurisdictions or already used in Lomita.

CEQA

The proposed code amendment has been assessed in accordance with Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) of the California Environmental Quality Act (CEQA) Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Alternatively, the adoption of this Ordinance is exempt from CEQA because it can be seen

with certainty that there is no possibility that the activity in question may have a significant effect on the environment. (State CEQA Guidelines, § 15061(b)(3).)

PUBLIC NOTICE

Notices of this hearing dated March 2, 2023, were published in the Daily Breeze Newspaper, and posted at City Hall and Lomita Park.

OPTIONS

1. Recommend approval to the City Council as recommended by staff.
2. Recommend approval to the City Council with amendments.
3. Provide staff with further direction.

ATTACHMENTS

1. Resolution with Exhibit 1 Draft Ordinance
2. Sign Examples
3. Letter from the Applicant
4. Notice of Exemption

Prepared by:

Laura MacMorran

Laura MacMorran
Associate Planner

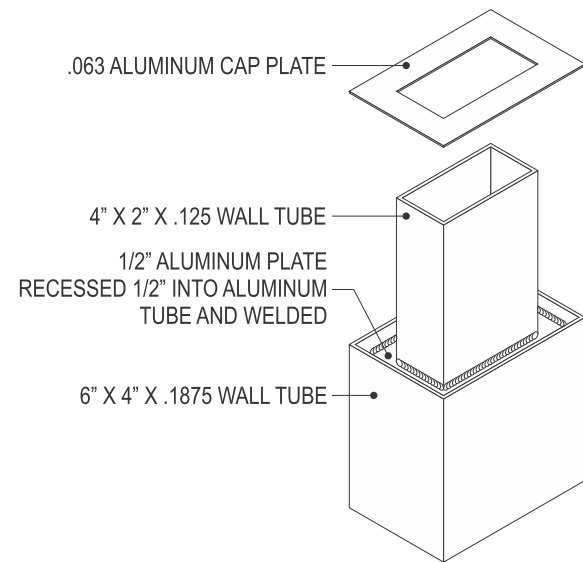
Reviewed by:

Brianna Rindge

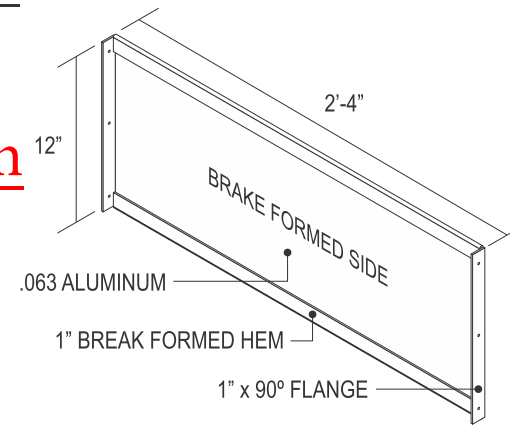
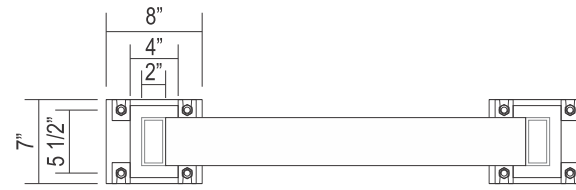
Brianna Rindge, AICP
Community & Economic Development
Director

Quantity: Twelve (12) Signs, single faced

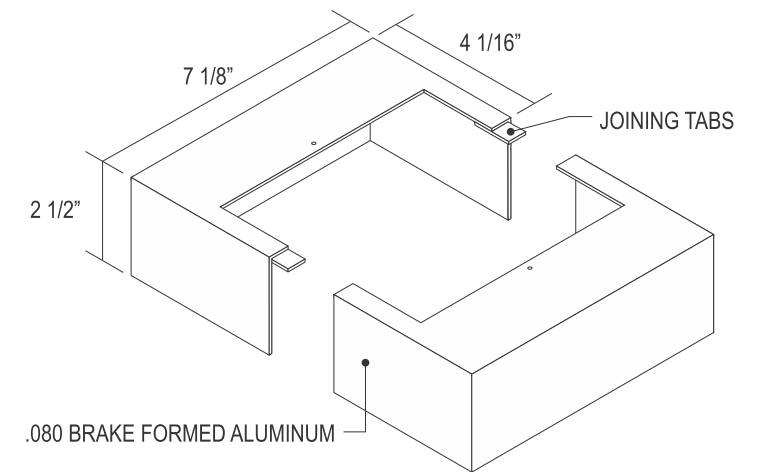
Example of a Designated Parking Space Sign



TUBE CONNECTION DETAIL
Scale: Not to Scale

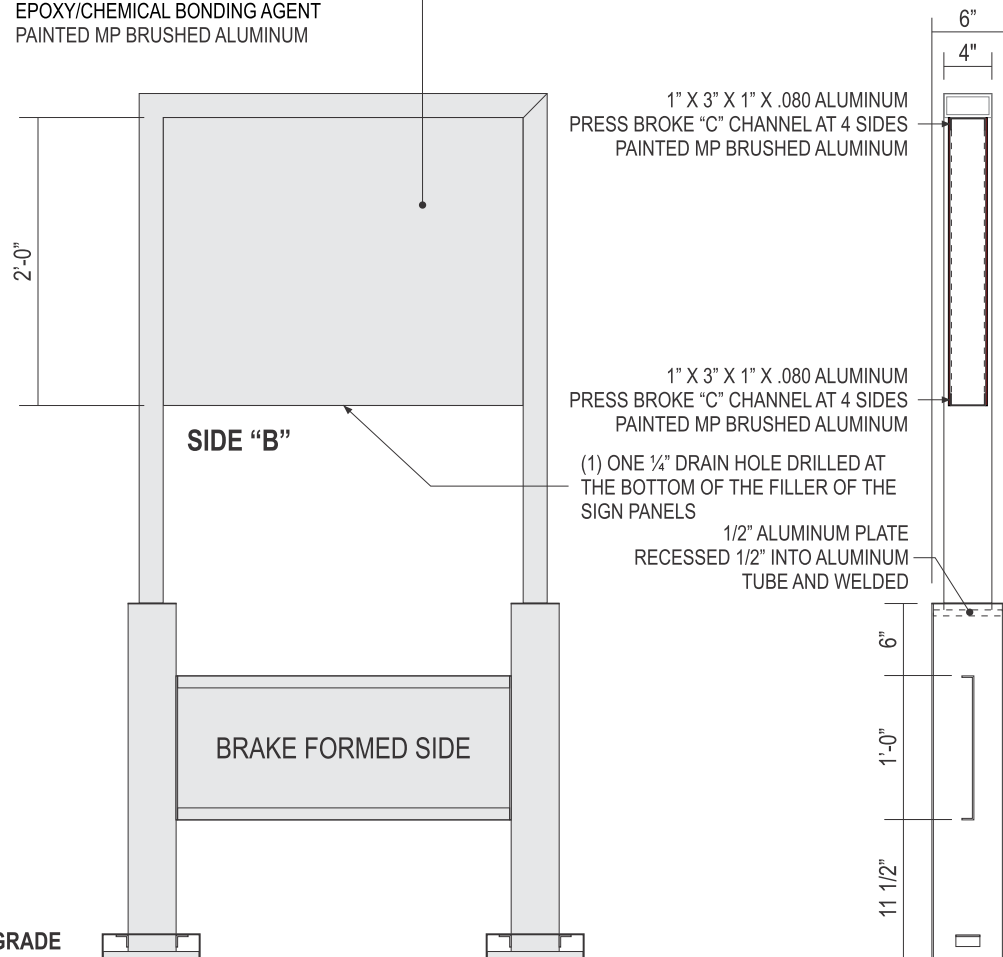


BRAKE FORMED ALUMINUM CROSS BAR
Scale: Not to Scale



TWO PART PLATE COVER
Scale: Not to Scale

.080" ALUMINUM PANEL, RECESSED BACK PANEL ATTACHED TO SUPPORT STRUCTURE W/ 3M 4950 VHB AND/OR APPROVED EPOXY/CHEMICAL BONDING AGENT PAINTED MP BRUSHED ALUMINUM

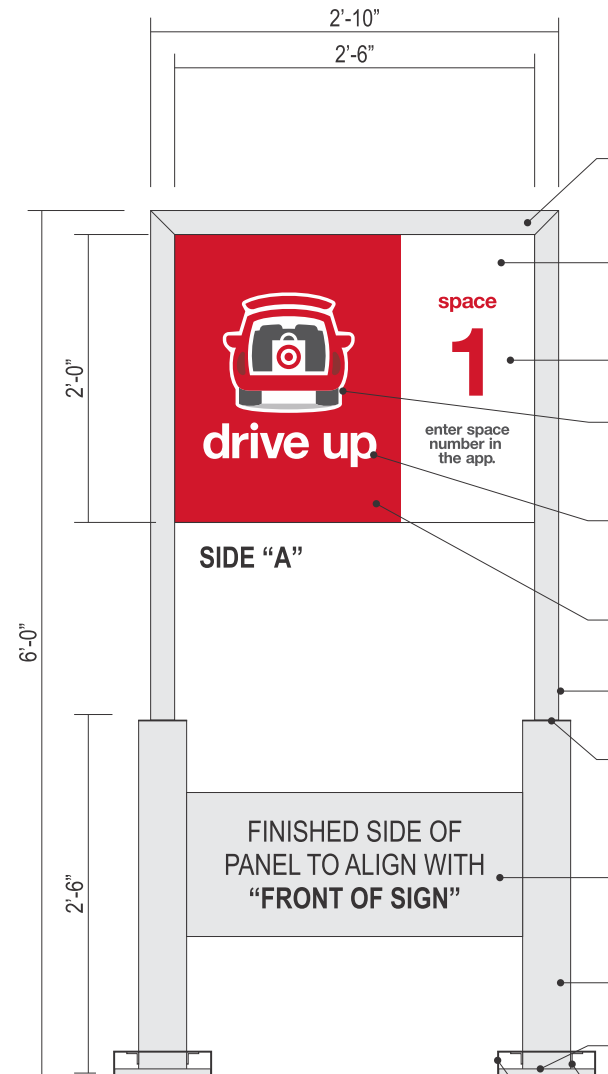


1" X 3" X 1" X .080 ALUMINUM PRESS BROKE "C" CHANNEL AT 4 SIDES PAINTED MP BRUSHED ALUMINUM

1" X 3" X 1" X .080 ALUMINUM PRESS BROKE "C" CHANNEL AT 4 SIDES PAINTED MP BRUSHED ALUMINUM

(1) ONE 1/4" DRAIN HOLE DRILLED AT THE BOTTOM OF THE FILLER OF THE SIGN PANELS

1/2" ALUMINUM PLATE RECESSED 1/2" INTO ALUMINUM TUBE AND WELDED



4" X 2" X .125 WALL TUBE PAINTED MP BRUSHED ALUMINUM

.080" PRE-FINISHED WHITE ALUMINUM PANEL, RECESSED FACE AND BACK PANEL ATTACHED TO SUPPORT STRUCTURE W/ 3M 4950 VHB AND/OR APPROVED EPOXY/CHEMICAL BONDING AGENT

VINYL COPY APPLIED FIRST SURFACE 3M 7725-63 RED / 3M 7725-41 GRAY

CAR GRAPHIC: DIGITAL GRAPHIC APPLIED FIRST SURFACE OVER OPAQUE VINYL BACKGROUND SEMI-GLOSS OVERLAMINATE

"drive up": VINYL GRAPHICS APPLIED FIRST SURFACE 3M 7725-10 WHITE

VINYL BACKGROUND APPLIED FIRST SURFACE 3M 7725-63 RED

4" X 2" X .125 WALL TUBE PAINTED MP BRUSHED ALUMINUM

.063 ALUMINUM CAP PLATE PAINTED MP BRUSHED ALUMINUM CHEMICALLY BONDED TO TOP OF TUBE

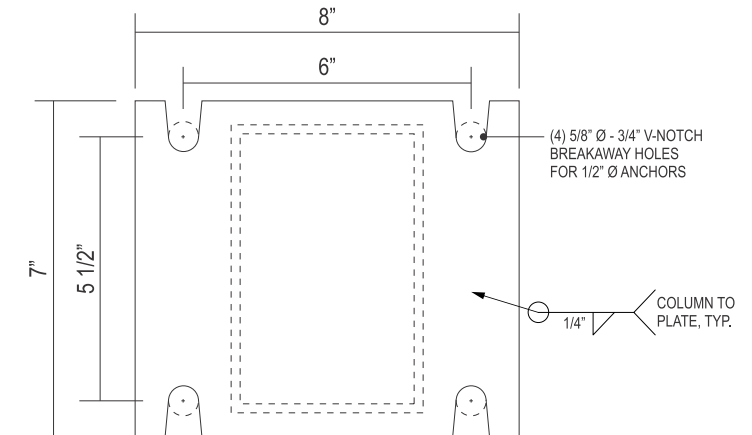
12" X .063 ALUMINUM BRAKE FORMED PANEL PANEL TO HAVE 1" HEM TOP AND BOTTOM 1" X 90° FLANGE AT LEFT AND RIGHT ENDS ATTACH WITH RIVETS 3 PER SIDE PAINTED MP BRUSHED ALUMINUM

6" X 4" X .1875 WALL TUBE PAINTED MP BRUSHED ALUMINUM

7" X 8" X .50 BASE PLATE SEE SHEET 4 FOR FOUNDATION DETAIL

1" X 1" X .125 X 2" LONG ALUMINUM ANGLE ON TWO SIDES OF UPRIGHT

TWO PART .080 ALUMINUM PLATE COVER PAINTED MP BRUSHED ALUMINUM



H BASE PLATE DETAIL
Scale: 3" = 1'-0"

PLATE:
• 1/2" THICK 6061-T6 BASE PLATE

ANCHORS:
• HILTI ANCHOR ROD HAS-V-36 HDG 1/2" X 6-1/2" MC/160 #3693371 (OR EQUIVALENT GRADE 36 THREADED ROD W/ (2) NUTS – 1 NUT UNDER THE PLATE AND ONE ON TOP OF THE PLATE
• HILTI ADHESIVE CAPSULE HVU2 1/2" X 4 1/4" #2234721

CAR LOGO COLORS

--	--	--	--

NOTE: ALL SEAMS FULLY WELDED AND GROUND SMOOTH

H NON-ILLUMINATED S/F POST AND PANEL DRIVE-UP
Scale: 3/4" = 1'-0"



1160 Railroad St.
Corona, CA 92882
T 800.862.3202
F 951.278.0681
www.ad-s.com

- Signage + Fabrication
- Displays + Fixtures
- Lighting + Maintenance

Target Corp.
1000 Nicollet Mall
Minneapolis, MN 55403

Project:

Target Store #3451
2130 Pacific Coast Highway
Lomita, CA 90717



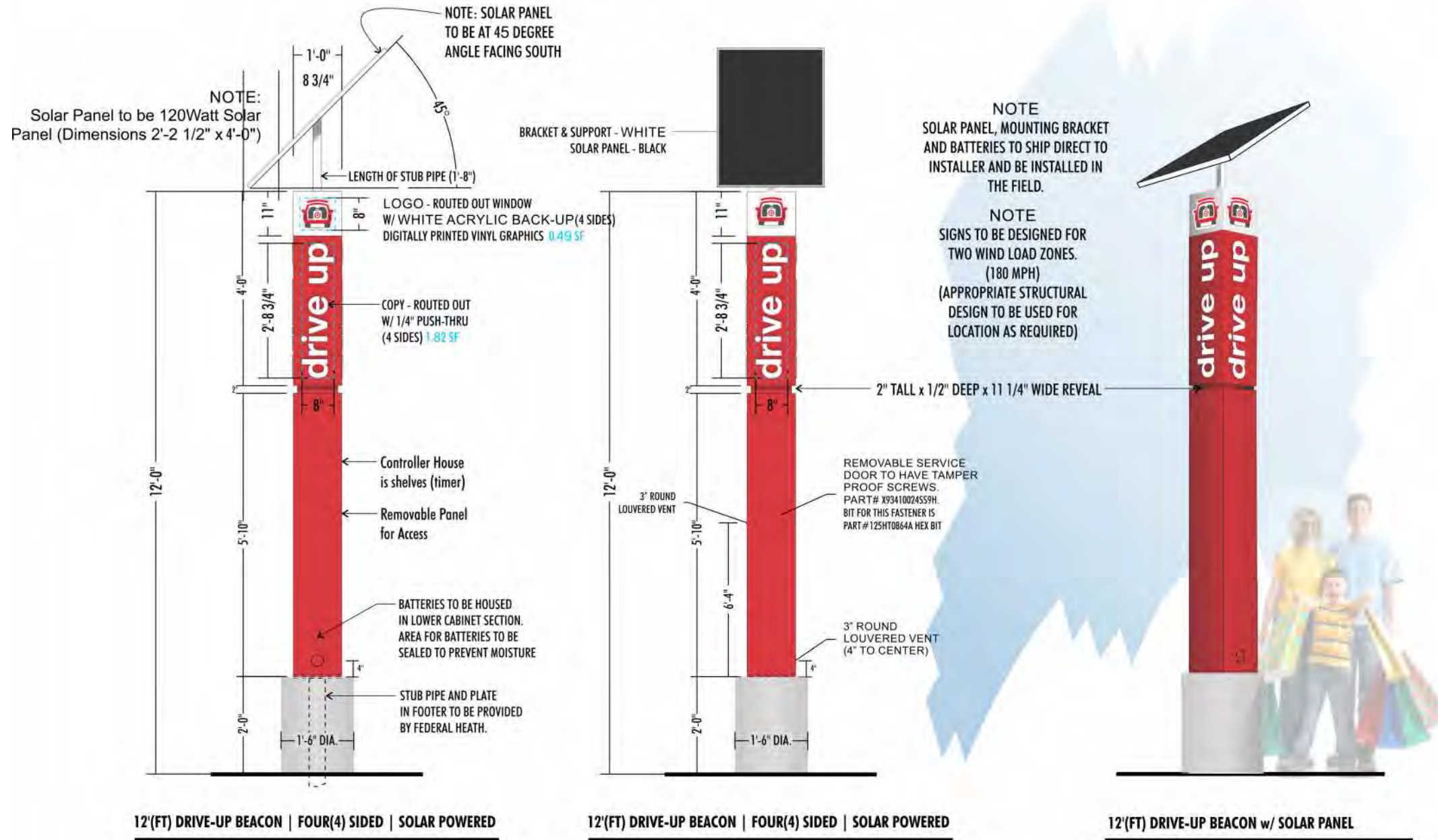
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Project No:	50429-R05(conc)	RB/TK/SH
Date:	2023-02-06	
Sign Type:	H: Parking stall ID	
Sheet No:	8.00	12 of 16

Quantity: Two (2) Signs, quadruple faced AD/S install only, fabrication by others

Example of a Beacon Sign

BEACON: 24VOLT SOLAR POWERED DRIVE UP BEACON



DESCRIPTION OF WORK

INSTALL BEACON SIGN AS SHOWN AND NOTED
 .125" ALUM SKIN & FRAME . COPY TO BE ROUT-OUT WITH 1/4" PUSH THRU.
 PUSH THRU IS 1/2" SHOULDER-CUT CLEAR ACRYLIC W/ FIRST SURFACE
 WHITE VINYL AND DIFFUSER 2ND SURFACE.
 TOP (LOGO) IS 7328 WHITE ACRYLIC VINYL GRAPHICS FIRST SURFACE.
 SERVICE DOORS AS REQUIRED. ALL FASTENERS TO BE
 COUNTER-SUNK SCREWS.
 FACES AND POLE COVER TO BE PAINTED RED (SEE CHART)
 WHITE LED ILLUMINATION WITH SOLAR PANELS.
 BATTERIES SELF CONTAINED AS NOTED.

MATERIAL FINISH COLORS			
Cabinets	Header/Supports	Logo Face	Push-Thru Copy
CAR LOGO COLORS			

REQUIREMENTS FOR ELECTRICAL ILLUMINATION:

PRIMARY ELECTRICAL TO SIGN LOCATIONS TO BE PROVIDED BY OTHERS. A DEDICATED CIRCUIT WITH NO SHARED NEUTRALS AND A GROUND RETURNING TO THE PANEL IS REQUIRED FOR INSTALLATION.

NOTE: THIS PERTAINS TO THE SIGN'S INTERNAL WIRING ONLY, NOT THE PRIMARY WIRING.
 ALL TRANSFORMERS/DRIVERS/POWER SUPPLIES SHALL BE (GFI) GROUND FAULT-INTERRUPTED.
 ALL SIGNS HAVE:
 - DEDICATED BRANCH CIRCUIT
 - THREE WIRES - LINE, NEUTRAL, & GROUND
 - WIRE SIZE - MINIMUM OF 12 GA. THHN COPPER WIRE

ALSO NOTE: GAUGE OF WIRE IS DETERMINED BY THE LENGTH OF RUN & AMPERAGE AS PER NEC ARTICLE 300.
 - GROUND WIRE MUST BE CONTINUOUS AND GO FROM THE SIGN TO THE PANELBOARD GROUND BUS.
 - VOLTAGE SHOULD READ NO MORE THAN 3 VOLTS BETWEEN GROUND AND NEUTRAL.
 - CONDUIT CAN NOT BE USED AS GROUND PATH.
 - POWER TO SIGN MUST BE DONE BY A LICENSED ELECTRICIAN OR ELECTRICAL CONTRACTOR.

- This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.
 - The location of the Disconnect Switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code.

E-Note #1: All requirements not in sign company's scope of work must be in place prior to installation.

E-Note #2: Electrical power shall be solar powered, (by others) and not in sign company's scope of work.

E-Note #3: Timers and/or photocells for signs to be furnished and installed by the customer's electrician, who should also ensure that the completed electrical system is code compliant.

ALL COMPONENTS TO BE APPROVED
ALL SIGNS TO BE LISTED

1 DRIVE UP BEACON
 SCALE: 3/8" = 1' - 0"

J



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Target Corp.
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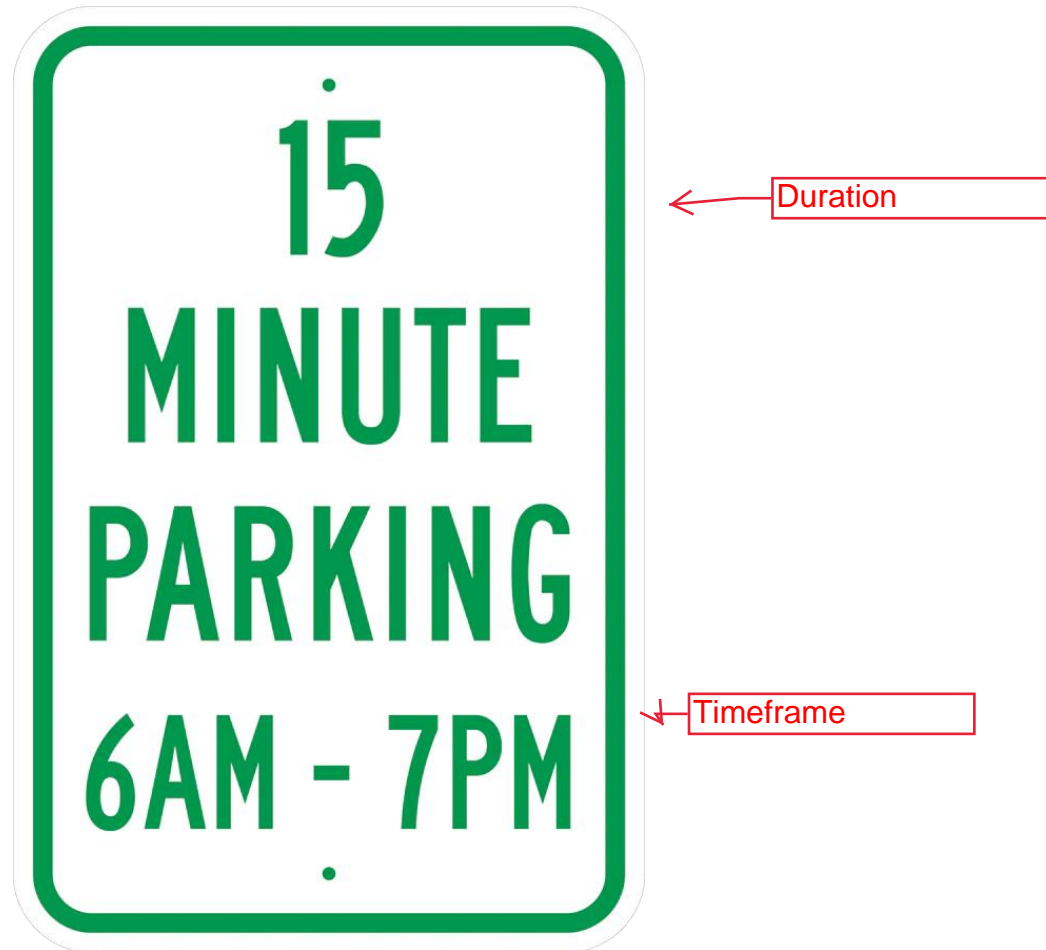
Project No: 50429-R05(conc) RB/TK/SH

Date: 2023-02-06

Sign Type: J: Wayfinding (D/U Beacon)

April 4, 2023, Reg CC Mtg., Page # 299
 Sheet No: 9.00 14 of 16

Example of a Short-Term Parking Space Sign



VIA ELECTRONIC MAIL

March 7, 2023

City of Lomita
City Hall Offices
24300 Narbonne Avenue
Lomita, CA 90717

City Council

Barry M. Waite – Mayor
William D. Uphoff – Mayor Pro-Tem
James Gazeley
Cindy Segawa
Mark. A Woronek

Planning Commission

Steve Cammarata
Monica Dever
Michael Graf
Joaquin Santos
Bob Steinbach
Brenda Stephens
Henry Sanchez Jr.

**Re: 2130 Pacific Coast Highway
Zoning Text Amendment requesting twelve (12) dedicated drive-up parking spaces for Target Corporation**

Dear City Council Members and Planning Commissioners:

We would like to thank you in advance for your time and consideration of our proposed zoning text amendment requesting twelve (12) dedicated drive-up parking stalls for curbside services for Target Corporation at 2130 Pacific Coast Highway.

The pandemic significantly accelerated consumer adoption of online shopping. The pandemic also highlighted the role of the physical stores fulfilling those online orders. The use of dedicated drive-up stalls for curbside delivery services became a staple during the pandemic. A majority of retailers from grocery and general merchandise down to quick serve restaurants enhanced and/or incorporated this service to better fulfill online orders while observing health and safety protocols. Consumers continue to utilize this fulfillment option today, value the convenience, and expect it to be an alternative going forward. It has also proved to be a viable fulfillment alternative for the retailer.

Curbside service is one channel of an omnichannel retail strategy that a majority of retailers are embracing today. This strategy provides more channels or ways for customer purchases, whether it is on mobile, web, or in stores, and more channels or ways to fulfill those purchases, whether it is in store, curbside, or delivery. Retailers have been deploying significant resources to enhance this strategy to provide a seamless shopping experience whether in store or online.

2130 Pacific Coast Highway

March 7, 2023

Page 2

Target began its curbside service on a pilot basis, branded “Drive-Up”, in 2017. The service was expanded in 2018, before beginning widespread rollout in Spring 2019. In 2022, Target started adding its in-store Starbucks cafes for drive-up ordering and currently have 250 locations providing that service. Target now is enabling customers to make drive-up product returns at its stores. The company plans to offer the service at all its nearly 2,000 U.S. stores by the end of summer 2023. Curbside service is a key component to Target’s omnichannel business plan going forward.

When the shopping center at 2130 Pacific Coast Highway was originally entitled in the late 1970s, no one could have imagined the evolution of retail forty years later, the impacts of digital (both web and mobile), logistics and acute events such as a pandemic. As retail continues to evolve and change, the centers retailers occupy also need to be nimble to adapt to the changing needs of the retailers and their customers. That ability to adapt and change will provide the best foundation to attract and maintain retailers and ensure its customers are benefitting from the full breadth of services offered by the retailer. Curbside service with dedicated drive-up parking spaces is one important example of the continuing evolution of retail and the changing needs of retailers and its customers at their physical locations.

Attached to this letter are two surveys prepared by The International Council of Shopping Centers and Big Red Rooster, a JLL Company, respectively. Both discuss the continued evolution of retail, the use of its physical real estate and customers’ experiences and expectations of retailers. Although both surveys are not specific to curbside services with dedicated drive-up parking spaces, both touch upon that specific use in the broader context of the retail landscape.

If you have any questions prior to our scheduled planning commission and city council meetings, please feel free to contact me at (310) 496-4140 or via electronic mail at adam@balboaretail.com or Megan Smith at (310) 496-4130 or via electronic mail at megan@balboaretail.com. Thank you again in advance for your consideration of this zoning text amendment.

Sincerely,

BRFI Lomita, LLC
BRFI Lomita II, LLC



Adam L. Miller
Vice President

CC: Laura MacMorran – Associate Planner, City of Lomita
Brianna Rindge – Community and Economic Development Director, City of Lomita
Megan Smith – Balboa Retail Advisors, LLC



The Impact of COVID-19 on the Evolving Use of Retail Real Estate

Introduction

American retailers and commercial real estate (CRE) companies express strong confidence that shoppers will visit stores in greater numbers in 2021 – a sign of resilience in an industry beset by the COVID-19 pandemic. After a year in which nearly every aspect of the store and shopping center experience has been modified to adhere to social distancing and other health precautions, retail executives and shopping center operators assert that the crisis is driving a wave of innovation that positions the industry to absorb future shocks.

To handle the sudden surge in click-and-collect shopping as cities locked down in 2020, parking lots became hubs for curbside pickup. As the economy reopened, stores reconfigured their layouts to keep shoppers and employees safe. While the industry looks ahead to the future, retailers and CRE firms say they'll make targeted investments in digital marketing and online storefronts to keep up with the convergence of online and physical retail.

Results from this survey of retail and CRE leaders illustrate how the adoption of technology, shifts in merchandising and operational strategies, and safety precautions put in place during the pandemic will evolve in 2021 and beyond. Our research affirms that an aggressive omnichannel approach anchored by a store network helped retailers manage through the pandemic. It also affirms that in order to remain relevant and keep customers coming back to stores and centers, retailers and center operators alike need to continue to innovate and give consumers a taste of the future.

Objective, Methodology and Respondent Profile

From October 29 to November 10, 2020, an ICSC survey conducted by OnResearch, a market and consumer insights firm, polled U.S. real estate industry leaders – comprising 277 executives retailer companies and 107 representatives from commercial real estate (CRE) companies. The survey examined the actions brick-and-mortar locations were taking in response to the COVID-19 pandemic; assessed how retailers and CRE companies had adopted or changed technology, merchandising, and logistics in response to COVID-19; and explored how these businesses planned to operate in the post-pandemic period.

The online survey employed a quota sample to ensure a minimum number of respondents across various sizes and regions. Survey respondents comprised senior director-level roles and above among retail respondents, and property manager-level roles and above in the CRE sector.

Survey participants included independent retailers with annual revenue under \$45 million (small retailers), retailers with revenue from \$45 million to \$3 billion (mid-sized retailers), and large chains with revenue over \$3 billion (large retailers). Among CRE companies, participants included firms with gross leasable area (GLA) under 6 million square feet (small CRE) and CRE companies with GLA over 6 million square feet (large CRE).

Section 1: Safety and Operations

Consumers and government officials have made safety a priority during the pandemic and retailers and CREs have responded. Some of the most visible changes to the shopping experience since early 2020 have occurred outside stores, as customers are being asked to stand in line or mask up. Though regulations vary widely by

location and retailer, implementing coronavirus-related precautions have become standard industry procedure. Twenty-eight states have some type of [OSHA-approved coronavirus plan](#) in place, emphasizing the magnitude of the crisis for workplaces such as retail outlets.

In our survey, the three most common safety precautions taken by both retailers and CRE companies included complimentary hand sanitizer, free masks, and temperature screening upon entering stores. Additionally, retailers implemented maximum capacity limits (36% of respondents), while CREs focused on sanitizing properties (40%).

Small CRE operators say they plan to continue focusing safety resources on social distancing among shoppers and employees, with 79% of respondents saying they will likely leave plexiglass barriers installed for the next 12 months. The smaller centers are planning shortened hours of operation, with 76% favoring truncated hours compared to just 53% of large CRE firms that reported limiting hours.

Our survey also revealed that independent retailers are using signage and crowd management measures

to a greater extent than their larger retail counterparts. For instance, while 58% of independent retailers say they intend to manage lines outside their storefronts in the coming year, just 35% of the large retailers intend to continue doing the same.



Store layouts allowing for social distancing will continue to predominate inside stores, though retailers of different sizes indicate they'll take different approaches to creating space between shoppers. Independent retailers were more than three times as likely as larger chains to say they plan to continue using one-way movement in stores (47% vs. 13%). By contrast, two-thirds of the largest retailers intend to stick with redesigned floorplans, compared to only 37% of smaller independent retailers. Take a trip to the national grocery chain or pharmacy in your area and you will likely see this already in play.

The safety precautions put in place to allow for safer trips to shopping centers have required new expenditures and created a host of new operational challenges. Among CRE respondents, for instance, 72% saw increases in their operational costs due to the implementation of new cleaning procedures, new signage and other protective measures. The same share of CRE firms said COVID-19 had compelled them to eliminate touchpoints, while half of these companies made changes so shoppers could drop in and complete their purchases quickly.

Many of these changes are in response to consumers becoming more purposeful with each trip in an effort to reduce dwell time and potential exposure to the virus. However, many may be here to stay. Over the course of the pandemic, ICSC has conducted a regular survey of 1,000 consumers gauging their sentiment on topics such as the economy, spending, and shopping and dining habits. Consistently, an overwhelming number (most recently 70%) indicated they would like to see the current safety protocols extended beyond the pandemic. Historically, cleaning equipment and crews remained behind the scenes, with clean up taking place when customers were gone for the day; but, today, many retailers and centers are putting cleaning efforts front and center to demonstrate that safety is a priority.

Continuing Safety Precautions Over the Next 12 Months



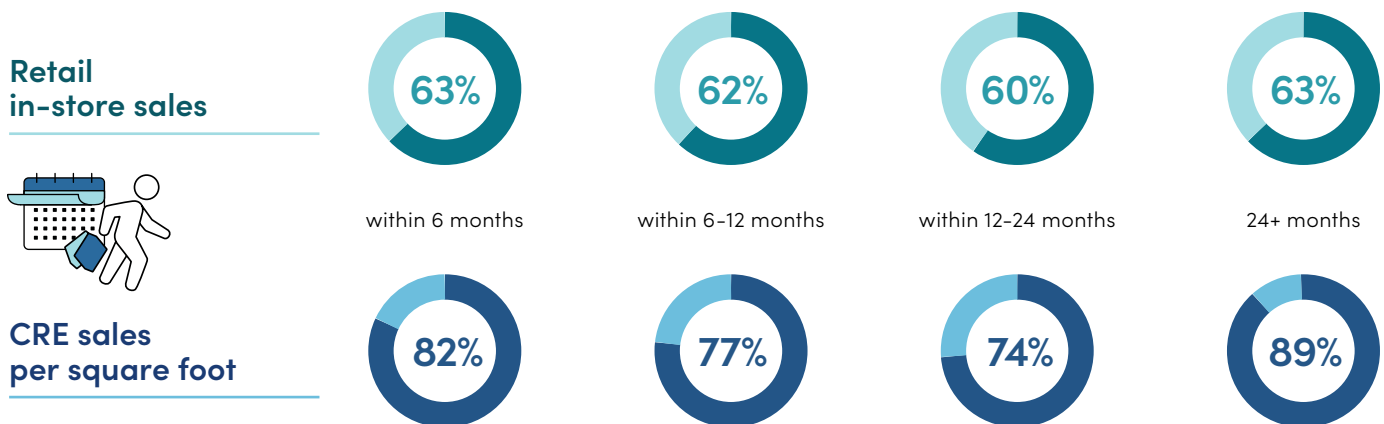
Section 2: Business Metrics – Resilience and Optimism

U.S. unemployment in 2020 hit a **high of 14.7%**, the highest rate in the history of the data. Visitors to retail real estate properties dipped from a high point in February – at the start of the crisis – to April when lockdowns were in full swing. Mandatory closures of nonessential businesses, as well as general safety concerns, kept many shoppers at home during the early days of the pandemic, and in certain areas of the country, throughout the year.

Survey respondents confirmed the drop, with many of the retailers reporting greater decreases than increases in daily visitors and in-store sales because of the crisis. Among CRE respondents, the picture is mixed: A larger share said sales per square foot were up compared to those that reported declines. While 42% of CRE operators saw increases in visitors, 43% said that shopping center visits were down because of COVID-19. These results are not surprising when factoring in the role of essential retailers, such as grocers and pharmacies, in the pandemic as well as basket-size increases due to less frequent consumer visits.

Even with the drop in visits, there remains optimism for the future. Shopping center operators anticipate that properties will deliver better results across several business metrics over the next 12 months. This forecast includes 77% of CRE firms that expect higher sales per square foot, compared to just 5% of CREs that anticipate sales figures to fall. Eight in ten CREs predict an increase in the number of shoppers per day, and three out of four CRE respondents predict longer dwell times by shoppers.

Expectations of Sales Metrics to Increase



Additionally, 60% of respondents said they anticipate foot traffic to return to pre-COVID levels at their shopping centers within 12 months of containment of the virus. About a quarter of respondents believe shoppers will return to pre-COVID levels even sooner – within six months. The positive outlook for the year ahead isn't limited to landlords. According to our recent 2021 Consumer Outlook Survey, more than half of consumers (54%) expect to resume pre-pandemic behaviors once it is safe to do so.

Retailers were equally optimistic about shoppers returning to their stores in the next 12 months. Across all sizes in the segment, 55% of respondents expected their in-store traffic to return within 12 months. In a less optimistic outlook than CRE firms, only 15% of retailers believe that the volume of shoppers will return to pre-COVID levels within six months. Bottom line, most of our survey respondents believe people are eager to get out of their houses; however, retailers are less optimistic than their CRE counterparts.

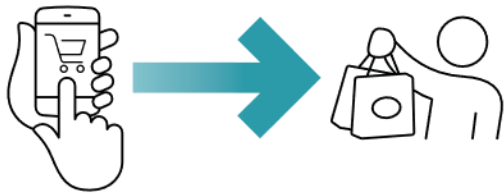
The Consumer Outlook Survey also found that 43% of respondents said that within a year they would resume visits to malls at the same pace as pre-COVID levels, and 42% said they would visit brick-and-mortar retailers on a regular basis again.

It is clear that even with fewer store visits in the future, retailers are counting on the trend of larger basket sizes to continue. Half of retailers anticipate that in-store revenue will account for more or significantly more of their total sales revenue in the coming year. Smaller independent retailers were less optimistic about the short-term future, however. Sixty-five percent of consumers indicated that, in 2021, they will try to make more purchases from small/local businesses, which could result in strong sales.

Section 3: Digital Strategy and Investments

There is little doubt that the pandemic has dramatically accelerated consumer adoption of online shopping, and for some retailers, it condensed years of operational and digital transformation planning into a matter of months. Many of the changes have been made to enhance the online shopping experience for consumers while also allowing for sales to continue amidst mandated closures and ongoing safety concerns.

Expected Increases in Click and Collect Will Drive Retailer Actions Over the Next 12 Months



- 62%** # of online orders fulfilled at brick-and-mortar stores
- 61%** % of floor space for stocking/warehousing and distributing online orders
- 63%** % of parking lot space being used for online order fulfillment
- 61%** Staffing specifically to accommodate online order fulfillment
- 61%** Retail warehousing/stocking capacity

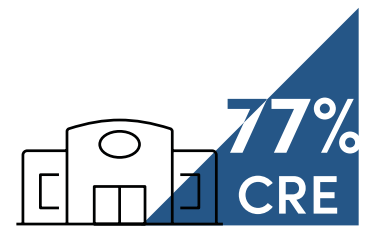
Meeting the increased demand in online ordering requires infrastructure – something 40% of retailers identified as being one of their greatest operational challenges during the pandemic. The outcome of those struggles is that 70% of all retailers are making investments in their digital storefronts a priority. Although consumers have come to expect, and demand, an online purchasing option, smaller brands report that physical stores still capture the majority of their sales. In fact, in-store sales comprise 56% of their overall revenue, whereas large retailers see the majority of revenue (57%) originate online.

Online order fulfillment wasn't only a solution to help get products into the hands of consumers, respondents specifically noted that it also elevated the importance of the relationship between stores and shopping centers and fulfilling online orders. Three in four respondents said the pandemic demonstrated the increasing role of shopping centers in fulfilling online orders, while the same share said

the crisis made them aware of the degree to which online orders could drive store success. Undoubtedly, this is a trend that will continue post-pandemic.

Another key area of focus is fulfillment – the process of acquiring, warehousing, and readying merchandise for pickup or delivery. Lockdowns in the early weeks of the pandemic spurred massive growth in online shopping – which surged more than 30% between the first and second quarters of 2020 – dramatically transforming

Online Order Fulfillment Will Be Essential to Ensuring Physical Stores Remain Financially Viable Post-COVID



fulfillment operations. For retailers this often meant pulling inventory from a store to fulfill click-and-collect orders from the 34% of consumers taking advantage of the option each month. The impact on CREs was dedicating space for consumers to pick up their purchases while observing health and safety protocols.

Our study found that two in three retailers (66%) across all sizes expanded the number of stores offering in-store fulfillment of online purchases in response to COVID-19. The smallest retailers made the biggest adjustments — 73% added click-and-collect options at stores — as rising demand for e-commerce hit Main Street and provided a lifeline to struggling businesses. In looking ahead, a third of retailers recognize that a primary draw to physical locations will continue to be the ability of consumers to make online purchases they can then pick up at the store.

Executing the logistical challenges of getting orders out of warehouses or stores and into the hands and personal vehicles of shoppers has spurred other changes as well. Pickup locations stretched beyond the store and into the parking lot where curbside pickup became a staple. In fact, three in four CRE firms reported using their parking lots to accommodate online order fulfillment and 56% said they are currently using at least half of their parking space for curbside pickup of online orders. The dedication of this space is unlikely to change in the future as consumers have not only come to expect this convenience, but 41% plan to continue using it post-pandemic.

As previously noted, nearly half (47%) of retailers have made technology and digital infrastructure investment their top priority since the onset of the pandemic. With those investments now underway, retailers of all sizes are looking to shift their focus to future marketing efforts.

More than half (56%) of retailers expect to prioritize digital over in-store investments as part of their marketing outlays in the year ahead. Among large retailers, 78% say their marketing campaigns will focus on their efforts to enhance the digital customer experience, as well as growing online sales, brand positioning and ensuring customers are aware of the health and safety protocols that have been implemented. While CRE firms are less focused on the online sales channel, their focus will also include health and safety measures as well as ways to help drive foot traffic to pre-pandemic levels.

Conclusion

As the cases of COVID-19 have risen and fallen across the country so too has the percentage of people who are comfortable following their typical daily routines. In our October 2020 consumer survey, 46% of respondents said they were engaging in a “normal” level of outside-of-home activity. That percentage is sure to rise as the virus subsides and consumers feel safe spending more time away from home. The extraordinary challenges that retailers and CRE companies have faced throughout the pandemic have placed tremendous strain on the teams that keep stores, shopping centers, and e-commerce operations running. We are wholeheartedly appreciative of the commitments to customer and employee safety as the emergency around the pandemic evolves.

The public should feel assured, whether they choose small, independent retailers or do their shopping at larger centers, that the efforts to keep people safe are being implemented in accordance with the most accurate public health guidance – from displaying signage promoting good safety practices and creating one-way movement through stores to designing floorplans to allow for social distancing

The pandemic has accelerated the adoption of industry trends such as click-and-collect shopping, that were already underway before the crisis. Now, there’s even greater integration between digital and physical channels and more investment in infrastructure and operations that offer greater flexibility and convenience to the customer. Our survey demonstrates that stores will continue to account for growth and remain essential to the shopping experience; however, that experience will likely look and feel quite different.

The long-term strength of the CRE industry is critical to communities across the country. Retailers have demonstrated throughout this crisis that they are capable of meeting demand, both online and in person. We are excited to see how the industry will continue to change and innovate during these challenging times.

ICSC is the preeminent membership organization serving retail and real estate professionals. Our members believe ICSC's unparalleled programs and services are the most efficient and effective way to develop relationships, facilitate transactions, share insights and shape public policy and perception.



POV:

A New Era of Expectations

How Consumer Experiences Are
Being Redefined Across Sectors

Insights & Implications

In the last few years, foodservice brands have evolved at a pace not seen before 2020 — making advances weekly, even daily, as the pandemic almost crippled the industry. When the old formula of walking up to a counter and ordering a meal became impossible, quick-service restaurants found new methods of getting food to their customers quickly and conveniently. At first, it was partnerships with third-party delivery apps, then it was the adoption of curbside pick-up, and now it's innovative two-story restaurants that deliver food from the sky.

A period of continuous, unprecedented change has brought with it unparalleled opportunities to innovate, and foodservice brands have stepped up while other sectors have failed to evolve. Ultra-fast fulfillment and frictionless convenience have raised the experience bar, and it's time for retailers to listen up.



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A return to retail... but why?

Thirty-eight percent (38%) of consumers say they have had more desire to go to specialty retailers this year than they have in years past — “specialty retail” being stores that sell a relatively narrow category of goods: apparel, footwear, beauty, sporting goods, home décor, or home improvement among others. This percentage is driven up, in large part, by Gen Z and Millennials — 48% of whom say their desire to visit specialty retailers has been up so far in 2022.

And consumers are putting their money where their mouths are. According to store traffic analysis from Placer.ai, monthly visits to apparel stores across the US increased almost 19% — some 36 million more visits — between December 2020 and December 2021, exceeding even pre-pandemic levels seen in the same period in 2019.

Increase in foot traffic at apparel stores

Year-over-year, December 2020 – December 2021
Source: Placer.io

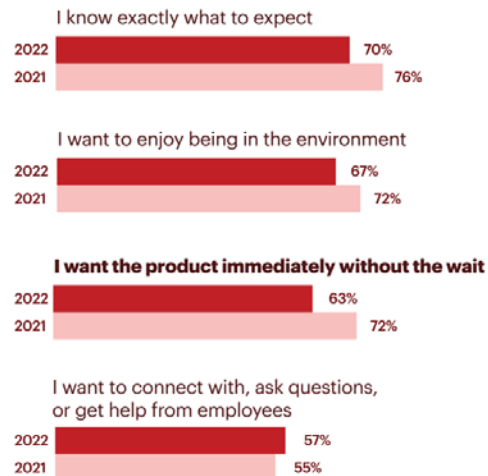


Big Red Rooster research conducted at the same time in 2021 confirmed a longstanding truth: instant gratification is one of the top reasons consumers choose to go to brick-and-mortar stores. But as buy online / pick up in-store (BOPIS), curbside pick-up, and owned or third-party delivery have continued to increase in popularity, this percentage has plummeted. What had been

74% of consumers is now just 63% who say getting their products immediately is a key driver to the brick-and-mortar store.

Reasons for visiting stores or restaurants

Somewhat / Strongly Agree %, n=1,007



Likely, this data is indicative of the forced realization that consumers can get most of their needs met near-instantly online (and it's no longer just Amazon capable of same-day delivery.) If this trend continues its decline and instant gratification is no longer a differentiator driving consumers to brick-and-mortar, retailers are left to compete on the dimensions of experience and service alone.

But, since over half of consumers are visiting brick-and-mortar stores for instant gratification today, that trip driver is still extremely important... and the need for retailers to invest in meeting that desire expeditiously and conveniently is critical. Speed has always been a hallmark of quick serve / fast-food experiences, and they are the ones setting new benchmarks for what's possible in the physical space. It is here that retailers should set their sights.

65%

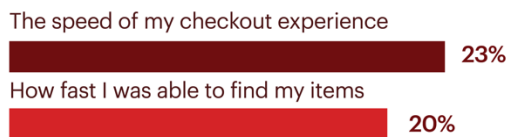
“My last trip to a fast-food restaurant met my expectations around speed and convenience”

A consumer need for speed

Patience used to be a virtue. But as the foodservice industry continues to accelerate its innovation around speed, shortening the time between consumers’ cravings and order fulfillment, patience is at a premium. Fast-food brands like Chick-fil-A have upped the ante on what’s possible across other brick-and-mortar experiences, and it shows in consumers’ satisfaction with stores. Only 20% say they are extremely satisfied with how fast they were able to find items on their last specialty retail trip, and only 23% are extremely satisfied with the speed of their last checkout. In fact, almost half of consumers overtly state they wish retail was as fast as fast food.

Satisfaction with last retail trip

Extremely Satisfied %, n=1,007



Satisfaction with last fast-food trip

Extremely Satisfied %, Top Box, n=1,007



47%

“I wish visiting a specialty retail store was as fast as visiting a fast-food restaurant”

Perhaps being fast comes with the territory, but the expectation around speed is not exclusive to fast food. On a scale from 0 to 6, where 0 is “I want to be in and out as fast as possible” and 6 is “I am okay to wait / stay awhile”, consumers have similar expectations around certain sectors of retail. They want

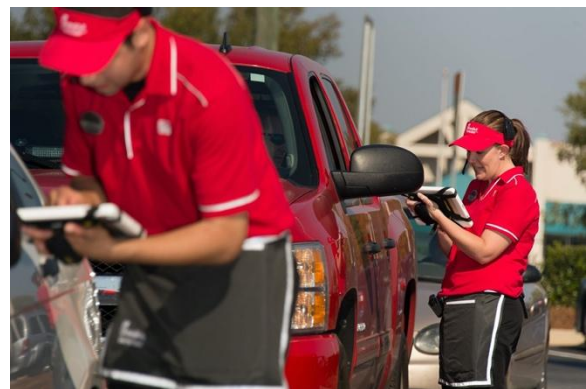
replenishment categories such as drug stores, grocery stores, and beauty stores to offer a quick in-and-out shopping experience. They are okay to sacrifice speed and take their time in other leisure categories such as home décor, apparel, and footwear.

Expectations around speed

Mean Speed Rating, n=1,007



Chick-fil-A is a fast-food gold standard in the way of speed. 29% say the brand exceeded their expectations around speed on their last trip — more than any other brand tested and the highest possible measure (Top Box). Only 12% of Kroger shoppers and 12% of Sephora shoppers, two categories in which consumers expect the utmost in speed, said the same.



Most Chick-fil-A locations serve well over 100 cars in the drive-thru during peak hours. But through what the brand calls its “face-to-face ordering” system, cars move through twice as fast as a traditional drive-thru speaker box.

A culture of convenience

A new breed of consumer has emerged for whom convenience, as they say, is king. But this is not the same “convenience” they would’ve described 3 years ago, when a convenient store might’ve been one in close proximity with flexible hours. Convenience culture today is one of easy, seamless experiences that require consumers to barely lift a finger — unless they want to.

Expectations around convenience

Mean Convenience Rating, n=1,007



Like their expectations around speed, certain replenishment categories such as drug and beauty are expected to offer the utmost in convenience and ease. On a scale of 0 to 6, where 0 is “I basically want this experience to come to me” and 6 is “I am okay going out of my way for it”, these sectors sit nearest our fast-food benchmark. Leisure shopping categories — home décor, apparel, and footwear, for example — are on the opposite end of this convenience spectrum.

A huge component of convenience today, beyond the ease of shopping in-store, is the option for seamless order fulfillment.

Though there is opportunity to improve these in foodservice too, satisfaction is slightly higher with the pick-up and delivery of food.

Satisfaction with last retail trip

Extremely Satisfied %, n=1,007



Satisfaction with last fast-food trip

Extremely Satisfied %, n=1,007



When asked about their last trip to retail, only half feel it delivered on their expectations around convenience. On the other hand, nearly 7 out of 10 say the same about fast food. Retailers need to be mindful of this 20-point difference in ratings and invest in ways to close the gap.

50%
 “My last trip to a specialty retail store was convenient for me”

As we design next-gen pick-up and delivery experiences for retail, best-in-class fast-food experiences can serve up inspiration. Ideas like pre-populated fitting rooms based on consumers’ online carts or secure, 24-hour pick-up lockers could be the answer for some.

And at the end of the day, in addition to optimizing pick-up and delivery, retailers should consider updates to their in-store wayfinding and communications with solutions such as mobile content designed for in-store browsing and selection. Anything that makes shopping easy and seamless.

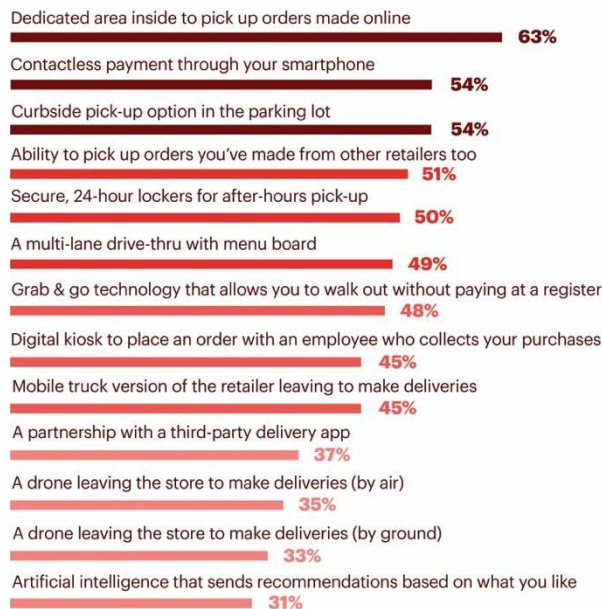
Raising the bar for retail

A relatively short period of concentrated innovation, led by brands in foodservice across the world, has permanently altered consumer expectations. And it's time for specialty retailers to take note — or risk further falling behind as leaders in experience design. As we conceive of what's next for specialty retail, in both experience design and format strategies, we should consider ideas that have been championed and popularized by QSRs. Consumers are especially open to ideas that relieve pain points around the browsing, purchasing, and pick-up phases of the journey.

Despite the current speed and convenience gap between retail and fast food, there are some retailers out there creating environments that meet these expectations. Others, of course, are making the strategic choice to compete on service and/or experience.

Openness to fast-food solutions at retail

Level of Agreement, Top 2 Box, n=1,007



French supermarket Carrefour has opened Flash 10/10 in Paris – its first frictionless grocery store, enabling app-free, contactless shopping at speed. Enabled by 60 ceiling-mounted cameras and shelves with 2,000 built-in scales, Flash 10/10 is named for the 10 seconds it takes to shop there and the additional 10 to pay at a kiosk without pre-registration or an accompanying app.



Created for lockdown but continuing as an ongoing initiative, Louis Vuitton's mobile boutique, LV By Appointment, resembles a sleekly updated Hollywood movie star's airstream trailer. Housing personalized products based on past purchases and preferences, existing customers can book appointments by contacting local, Louis Vuitton-carrying boutiques.



Amazon Style, Amazon's first-ever physical store for men's and women's apparel, shoes, and accessories, enables discovery through a personalized and convenient shopping experience using advanced technology. Customers can scan items using an app and have them sent directly to the fitting room or counter for purchase.

About this study

Big Red Rooster conducted this online study in partnership with ENGINE Insights between May 11-13, 2022. It consisted of an omnibus CARAVAN® survey with 1,007 demographically representative U.S. adults ages 18 and older.

Contact Information

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NOTICE OF EXEMPTION

Project Title: Zone Text Amendment No. 2023-02

Project Description: A request to amend Title XI Chapter 1 Sections 11-1.15(D) and 11-1.15(S) (Definitions), Section 11-1.66.05 to modify off-street parking regulations and Article 67 to modify sign regulations, which would allow for designated commercial parking spaces and short-term commercial parking spaces and related signage. Filed by BRFI LOMITA II, LLC, 11611 San Vicente Boulevard, Suite 900, Los Angeles, CA 90049 (Applicant)

Finding:

The City Council of the City of Lomita has reviewed the above proposed project and found it to be exempt from the provisions of the California Environmental Quality Act (CEQA).

- Ministerial Project
- Categorical Exemption
- Statutory Exemption
- Emergency Project
- Quick Disapproval [CEQA Guidelines, Section 15270]
- No Possibility of Significant Effect [CEQA Guidelines, Section 15061(b)(3)]

Supporting Reasons: The zoning text amendment would allow only minor physical changes in the form of new small identification and informational signs. In accordance with Section 15061(b)(3) the adoption of this Ordinance is exempt from CEQA because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

(Date)

Laura MacMorran
Associate Planner