# AMENDED AGENDA

**REGULAR MEETING**
**CYPRESS CITY COUNCIL**
**September 22, 2025**
**5:30 P.M. - Closed Session**
**6:00 P.M. - General Session**

**www.cypressca.org**

**5275 Orange Avenue**
**Cypress, California**

Interested in speaking to the City Council? Information about participating in the City Council meeting appears at the end of the agenda.

## AGENDA AMENDMENT

- Agenda Item No. 16 - Updated recommendation and report.
- Agenda Item No. 17 - Updated draft Ordinance attachment.

## CALL TO ORDER

5:30 P.M.
Executive Board Room

## ROLL CALL

Cypress City Council, also acting as the Ex-Officio Governing Board of Directors of the Cypress Recreation and Park District

Mayor David Burke
Mayor Pro Tem Leo Medrano
Council Member Kyle Chang
Council Member Scott Minikus
Council Member Bonnie Peat

## ORAL COMMUNICATIONS ON CLOSED SESSION / WORKSHOP ITEMS (Limited to 30 minutes - three minutes per speaker. The City Council may adjust the time allotted per speaker.)

The public may address the City Council on Closed Session/Workshop items prior to any action taken. Although Council Members may provide brief responses, the City Council may not engage in a discussion with members of the public during the meeting. Please complete a Speaker's Card to address the City Council in-person. Members of the public are encouraged to communicate with the City Council via email at citycouncil@cypressca.org or by calling 714-229-6699.

## CLOSED SESSION

PUBLIC EMPLOYEE APPOINTMENT
Pursuant to Government Code Section 54957
Title: City Clerk

**RECONVENE**
6:00 P.M.
Council Chambers

**ROLL CALL**
Cypress City Council, also acting as the Ex-Officio Governing Board of Directors of the Cypress Recreation and Park District

Mayor David Burke
Mayor Pro Tem Leo Medrano
Council Member Kyle Chang
Council Member Scott Minikus
Council Member Bonnie Peat

**INVOCATION** King of the Nations Church

**PLEDGE OF ALLEGIANCE**

**REPORT OF CLOSED SESSION / WORKSHOP**
City Manager/City Attorney

**PRESENTATIONS**

- Veteran Recognition Presentation
- Recognition of Outgoing City Clerk
- Recognition of Cypress Girls Softball 10u Blue All-Star Team
- Oath of Office for Incoming Commissioners
- Fire Prevention Week Proclamation
- County of Orange Update from Supervisor Janet Nguyen

**ORAL COMMUNICATIONS ON AGENDA ITEMS** (Three minutes per speaker. The City Council may adjust the time allotted per speaker.)

The public may address the City Council on agenda items prior to any action taken. Although Council Members may provide brief responses, the City Council may not engage in a discussion with members of the public during the meeting. Please complete a Speaker's Card to address the City Council in-person. Please follow the instructions at the end of the agenda and wait for the Mayor/City Clerk to call on you to address the City Council virtually. Speakers providing in-person comments will be called first. Members of the public are encouraged to communicate with the City Council via email at citycouncil@cypressca.org or by calling 714-229-6699.

**CONSENT CALENDAR**

All matters listed on the Consent Calendar are to be approved with one motion unless a Council Member requests separate action on a specific item. Council Members voting no or abstaining on a Consent Calendar item may do so without removing the item from the Consent Calendar.

1. **Introduce and/or Adopt All Ordinances and Resolutions Presented for Consideration by Title Only and to Waive Further Reading**

2. **Proclaim the Week of October 5-11, 2025 as Fire Prevention Week**

   Prepared by: Alisha Farnell, City Clerk

   Recommendation: Proclaim the week of October 5-11, 2025 as Fire Prevention Week.

3. **Receive an Update on the Strategic Plan Six-Month Objectives**

   Prepared by: Sean Joyce, City Manager

   Recommendation: Receive an update on the Strategic Plan six-month objectives.

4. **Adopt a Resolution approving the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds with Eight Opioid Manufacturers**

   Prepared by: Sean Joyce, City Manager

   Recommendation: Adopt a Resolution authorizing the City to enter into Settlement Agreements with eight opioid manufacturers (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylad, Sun and Zydus) to resolve lawsuits accusing opioid manufacturers of mishandling opioid pain drugs, agree to the terms of the related State-Subdivision Agreement, and authorize entry into the related State-Subdivision Agreement with the Attorney General.

5. **Accept the Residential Street Resurfacing, Project 376**

   Prepared by: Nick Mangkalakiri, Director of Public Works

   Recommendation:

   1. Accept the Residential Street Resurfacing, Project 376, in the amount of $1,797,543.94 and approve the final payment of $89,877.20 to All American Asphalt; and

   2. Authorize the City Engineer to file a Notice of Completion with the County Recorder.

**6. Approve an Increase to a Task Order with LSA for an Environmental Impact Report for a Vesting Tentative Tract Map at Los Alamitos Race Course**

Prepared by: Alicia Velasco, Planning Director

Recommendation: Increase the task order with LSA for preparation of an Environmental Impact Report to $255,000 and authorize a contingency of $25,500.

**7. Accept Office of Traffic Safety DUI Traffic Enforcement Grant**

Prepared by: Mark Lauderback, Chief of Police

Recommendation:

1. Accept the FY 2025-26 Office of Traffic Safety DUI/Traffic Enforcement grant; and

2. Increase estimated revenues by $95,000 in the General Fund Grants Fund; and

3. Appropriate $95,000 in the General Fund Grants Fund for overtime, travel and dispatch services; and

4. Authorize the City Manager to sign all documents related to the Grant.

**8. Assignment of the Agreement to Provide Senior Transportation Services**

Prepared by: Jeff Draper, Director of Recreation and Community Services

Recommendation: Approve the assignment of the agreement to provide senior transportation services from Cabco Yellow, Inc. dba California Yellow Cab to OCY Management, LLC, effective June 1, 2025.

**9. Adopt Resolutions Establishing Benefits for Executive Management and Mid-Management Employees**

Prepared by: Matt Burton, Director of Finance and Administrative Services

Recommendation:

1. Adopt a Resolution establishing the Schedule of Benefits for Executive Management employees; and

2. Adopt a Resolution establishing the Schedule of Benefits for Mid-Management employees.

**10. Approve Supplemental Appropriations and Increases to Estimated Revenues and Transfers for FY 2024-25**

Prepared by: Matt Burton, Director of Finance and Administrative Services

Recommendation:

1. Approve FY 2024-25 supplemental appropriations of $479,950 and increase estimated revenues by $417,950 for the City; and

2. Approve FY 2024-25 supplemental appropriations of $38,700 for the Cypress Recreation and Park District; and

3. Approve an $8,166 transfer from the District's Park Development Fund to the General Fund; and

4. Approve an $8,166 payment to the City's Infrastructure fund to apply against the outstanding Repayment Agreement and Promissory Note between the City and Park District for the construction of Lexington Park.

**11. Receive and File the Investment Report for the Month Ended August 31, 2025**

Prepared by: Matt Burton, Director of Finance and Administrative Services

Recommendation: Receive and file the attached investment report.

**12. Receive and File Register of Warrants, Transfers, and Wires Issued for the Period of August 9, 2025 through September 5, 2025**

Prepared by: Matt Burton, Director of Finance and Administrative Services

Recommendation: Receive and file the attached payment register summarized below for the period of August 9, 2025 through September 5, 2025:

- Electronic Funds Transfers 17819 through 17881
- Warrants 68600 through 68820
- Payroll Transfers W1563 through W1564

## NEW BUSINESS

**13. Approve Updates to the Contribution Policy for Non-Profit Organizations**

Prepared by: Jeff Draper, Director of Recreation and Community Services

Recommendation: Approve updates to the Contribution Policy for Non-Profit Organizations.

**14. Receive Logo Survey Results and Select a City Logo**

Prepared by: Alisha Farnell, City Clerk

Recommendation: Receive logo survey results, select a City logo, and approve the refreshed City seal.

**15. Approve First Reading of an Ordinance Repealing and Replacing Portions of Chapter 17 of the Cypress Municipal Code Relating to Smoking Regulations**

Prepared by: Alicia Velasco, Planning Director

Recommendation: Introduce for first reading an ordinance repealing Sections 17-42 through 17-50 of Cypress Municipal Code Chapter 17 and replacing it with a new Section 17-42 (Smoking Prohibited).

**16. Identify an Executive Search Firm to Assist with the City Manager Recruitment**

Prepared by: Fred Galante, City Attorney

Recommendation: Identify and approve a contract with an executive search firm to assist in the recruitment of a permanent City Manager.

## ITEMS REMOVED FROM CONSENT CALENDAR

## ITEMS FROM CITY COUNCIL MEMBERS

**17. Consider the First Reading of an Ordinance Updating the Order of Business at City Council Meetings to Allow for Changes to Oral Communications Structure**

Agendized by: David Burke, Mayor

Recommendation: Consider the first reading of an Ordinance updating the Municipal Code relating to the Order of Business at City Council meetings to allow for the City Council directed changes to Oral Communications.

**18. Consider the First Reading of an Ordinance Relating to the City Council Decorum Rules and Code of Ethics**

Agendized by: Leo Medrano, Mayor Pro Tem

Recommendation: Consider the first reading of an Ordinance relating to the City Council decorum rules and code of ethics.

**19. Consider a Resolution Opposing Proposition 50 on the November 4, 2025 Ballot**

Agendized by: Bonnie Peat, Council Member

Recommendation: Consider a Resolution opposing Proposition 50 on the November 4, 2025 ballot.

**ORAL COMMUNICATIONS** (Three minutes per speaker. The City Council may adjust the time allotted per speaker.)

The public may address the City Council on any item within the subject matter jurisdiction of the City Council. Although Council Members may provide brief responses, the City Council may not discuss nor take action on items that are not on the agenda. Please complete a Speaker's Card to address the City Council in-person. Members of the public are encouraged to communicate with the City Council via email at citycouncil@cypressca.org or by calling 714-229-6699.

**COUNCIL MEMBER REPORTS FROM CITY-AFFILIATED BOARDS AND COMMITTEES AND REMARKS**

**COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION**

**CITY MANAGER REMARKS**

**ADJOURNMENT**

The next meeting will be an adjourned Regular Meeting, to be held on Monday, October 13, 2025, beginning at 5:30 p.m. in the Executive Board Room.

Council Members and the public should promptly exit the Council Chambers and proceed through the Civic Center to the parking lot.

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted on the City Hall bulletin board and City website not less than 72 hours prior to the meeting. Dated this 19th day of September, 2025.

_____

Alisha Farnell, City Clerk

## PUBLIC PARTICIPATION

Members of the public can participate in the City Council meeting in the following ways:

1. Attend In-Person. First-come, first-served seating is available. All attendees must be free of any symptoms associated with contagious illnesses.

2. Attend Virtually via Webinar. Follow this link: https://attendee.gotowebinar.com/register/5979513018306011996. Advanced registration is recommended.

The public may address the City Council virtually during Oral Communications on Agenda Items and Public Hearings. Virtual participants must click the 'hand raise' button prior to the end of the first in-person speaker to indicate they wish to address the City Council. Upon clicking the 'hand raise' button, please unmute your microphone and wait for the Mayor/City Clerk to call on you.

 = Hand Raise  = Unmute

3. Submit Public Comments Prior to the Meeting. The public may submit comments via email to cityclerk@cypressca.org. Comments submitted by 3:00 p.m. on the day of the meeting will be added to the meeting record.

4. Watch the Meeting. The City Council meeting can be viewed on Spectrum Cable Channel 36 or on the City's website at **www.cypressca.org/watchlive**.

5. Listen to the Meeting. Listen-only teleconferencing is available by calling (562) 247-8422 and entering Access Code 567-349-635. No registration or audio pin is necessary.

## INVOCATION POLICY

The City Council does not endorse the content of the invocation and does not endorse the invocational speaker's particular faith, belief and/or religious denomination. The City Council has an established neutral policy for selecting and scheduling invocational speakers. The City Council's policy on invocations is available from the City Clerk.

## AMERICANS WITH DISABILITIES ACT

In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, you should contact the City Clerk at (714) 229-6685 at least 72 hours prior to the meeting to enable the City to make reasonable arrangements to assure accessibility to this meeting.

**CITY OF CYPRESS**

**CITY COUNCIL REPORT**

**City Council Regular** **2.**

**FROM:** Alisha Farnell, City Clerk

**DATE:** 09/22/2025

**SUBJECT:** **Proclaim the Week of October 5-11, 2025 as Fire Prevention Week**

## RECOMMENDATION

Proclaim the week of October 5-11, 2025 as Fire Prevention Week.

## DISCUSSION

Periodically, the City receives requests to publicly declare, recognize, observe, or promote awareness of a special event. As the City's past practice has established, routine and/or internal proclamation requests are placed on an agenda by the City Clerk for consideration by the City Council. Any new proclamation requests may be added to a future agenda in accordance with City Council policy.

The City received a routine request from Orange County Fire Authority for the City Council to officially proclaim the week of October 5-11, 2025 as Fire Prevention Week. A proclamation has been prepared for the Mayor’s signature and is attached for consideration.

## BUDGET IMPACT

None.

## LEGAL REVIEW

None required.

**APPROVED BY:** Sean Joyce, City Manager

## Attachments

Proclamation

**FIRE PREVENTION WEEK**
**OCTOBER 5 – 11, 2025**

**WHEREAS,** lithium-ion batteries are increasingly used in everyday devices such as smartphones, tablets, laptops, e-cigarettes, e-bikes, power tools, and kids toys, making them a common presence in homes and workplaces; and

**WHEREAS,** lithium-ion battery fires can spread rapidly, release toxic gases, and are difficult to extinguish, creating unique dangers for both residents and first responders; and

**WHEREAS,** proper handling, storage, and disposal of lithium-ion batteries, along with public awareness of safe charging practices, can greatly reduce the risk of fires and injuries; and

**WHEREAS,** Orange County residents are responsive to public education and outreach measures and can take personal steps to increase their safety from fire, especially in their homes; and

**WHEREAS,** the 2025 Fire Prevention Week theme, "Charge into Fire Safety: Lithium-Ion Batteries in Your Home" strives to educate everyone about how to buy, charge, and dispose of them safely.

**NOW, THEREFORE, BE IT PROCLAIMED** that the City Council of the City of Cypress does hereby proclaim the week of October 5-11, 2025, as **FIRE PREVENTION WEEK** throughout the City of Cypress and urges residents to practice safe lithium-ion battery habits. Only buy products that meet safety standards; charge devices safely; dispose and recycle batteries responsibly; and support the many public safety activities and efforts of the Orange County Fire Authority during Fire Prevention Week 2025.

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**DAVID BURKE**
**MAYOR OF THE CITY OF CYPRESS**
Dated: September 22, 2025

**CITY OF CYPRESS**

**CITY COUNCIL REPORT**

**City Council Regular** **3.**

**FROM:** Sean Joyce, City Manager

**DATE:** 09/22/2025

**SUBJECT:** **Receive an Update on the Strategic Plan Six-Month Objectives**

## RECOMMENDATION

Receive an update on the Strategic Plan six-month objectives.

## DISCUSSION

The Strategic Plan establishes major goals and objectives for the City. It provides the principal guidance for the preparation of the budget and a plan for implementation and accountability. The Strategic Plan is among the City Council's most effective tools to improve services and preserve Cypress' high quality of life.

The City Council updated the Strategic Plan in April 2025, including a review of the existing plan, development of new six-month objectives, and a discussion of the City's strengths and accomplishments during the past six months. The attached matrices report the progress on the six-month objectives as of September 22, 2025.

A special City Council meeting to update the plan for the next six-month period was originally scheduled for October 1, but due to management turnover, the meeting has been postponed and will be re-scheduled to an unidentified, future date.

## BUDGET IMPACT

None.

## LEGAL REVIEW

None required.

**APPROVED BY:** Sean Joyce, City Manager

## Attachments

Six-month Objectives

# CITY OF CYPRESS

## SIX-MONTH STRATEGIC OBJECTIVES

### April 2025 – October 2025

| THREE-YEAR GOAL: **MAINTAIN INFRASTRUCTURE AND FACILITIES** | | | | | | |
|---|---|---|---|---|---|---|
| **WHEN** | **WHO** | **WHAT** | **STATUS** | | | **COMMENTS** |
| | | | DONE | ON TARGET | REVISED | |
| 1. June 9, 2025 | Public Works Director | Recommend options for streamlining capital improvement projects to increase efficiency and contain costs | X | | | |
| 2. FUTURE | Public Works Director | Recommend an agreement for an organizational and best practices review of the Public Works department | | | X | Due to several new hires in recent months, review to be revisited in early 2026 |
| 3. FUTURE | Public Works Director | Provide an update and options to phase/adjust the Myra Avenue pump station No. 1 project scope | | | X | Options to be presented to City Council in October/November |
| 4. Ongoing | Public Works Director & Finance Director | Pursue outside funding to offset the cost of upgrading Myra Avenue pump station No. 1 | | | | |
| 5. FUTURE | Public Works Director | Recommend an agreement to update the Sewer System Master Plan | | | | |

# CITY OF CYPRESS

## SIX-MONTH STRATEGIC OBJECTIVES

### April 2025 – October 2025

| MAINTAIN FINANCIAL STABILITY AND PROMOTE ECONOMIC ACTIVITY | | | | | | |
|---|---|---|---|---|---|---|
| **WHEN** | **WHO** | **WHAT** | **STATUS** | | | **COMMENTS** |
| | | | DONE | ON TARGET | REVISED | |
| 1. July 14, 2025 | Finance Director | Recommend an agreement with a new firm to perform the City's annual financial statement audits | X | | | |
| 2. FUTURE | Planning Director | Recommend an economic development plan that includes advanced location analytics and commercial real estate information platforms | | | X | Expected to be completed within the next six-months |
| 3. Sept. 30, 2025 | Finance Director | Recruit an over-hire Finance Manager as part of the department's succession plan | | X | | |

# CITY OF CYPRESS

## SIX-MONTH STRATEGIC OBJECTIVES

### April 2025 – October 2025

| THREE-YEAR GOAL: **ENHANCE AND MAINTAIN PUBLIC SAFETY** | | | | | | |
|---|---|---|---|---|---|---|
| **WHEN** | **WHO** | **WHAT** | **STATUS** | | | **COMMENTS** |
| | | | DONE | ON TARGET | REVISED | |
| 1. June 30, 2024 | Police Chief & RCS Director | Launch the S.A.I.L.S. senior citizen crime prevention and safety program | X | | | |
| 2. June 30, 2025 | Police Chief | Conduct a team building workshop for Police department managers and supervisors | X | | | |
| 3. August 6, 2025 | Police Chief working with Anaheim Union HS District | Establish an ongoing e-bike safety program with Lexington Junior High School | X | | | |
| 4. By Sept. 30, 2025 | Police Chief | Provide Emergency Operations Center training to City staff | X | | | |
| 5. On-going | Police Chief working with Cypress School District | Explore a campus safety partnership with Cypress School District | | | | |

# CITY OF CYPRESS

## SIX-MONTH STRATEGIC OBJECTIVES

### April 2025 – October 2025

| THREE-YEAR GOAL: **ENHANCE RECREATION FACILITIES AND PROGRAMS** | | | | | | |
|---|---|---|---|---|---|---|
| **WHEN** | **WHO** | **WHAT** | **STATUS** | | | **COMMENTS** |
| | | | DONE | ON TARGET | REVISED | |
| 1. July 10, 2025 | Ad hoc subcommittee working with the City Manager | Report progress/recommendations on park amenities to the City Council | X | | | |
| 2. August 25, 2025 | Ad hoc subcommittee working with the City Manager | Report progress/recommendations regarding Cypress Community Festival to the City Council | X | | | |
| 3. Sept. 8, 2025 | RCS Director | Recommend updates to the Non-Profit Grant Program policy | X | | | |
| 4. Sept. 22, 2025 | RCS Director working with RCS Commission | Recommend a scope of work for a firm to lead public engagement and develop conceptual design options for the expansion of Baraldi Sycamore Park | | | X | Due to rising costs this project will be reviewed to determine feasibility over the next six months |
| 5. Sept. 30, 2025 | RCS Director | Establish Arnold Cypress Park utilization and staffing plan | | X | | |

# CITY OF CYPRESS

## SIX-MONTH STRATEGIC OBJECTIVES

### April 2025 – October 2025

| THREE-YEAR GOAL: **MAINTAIN HIGH QUALITY AND HIGH VALUE SERVICES FOR THE COMMUNITY** | | | | | | |
|---|---|---|---|---|---|---|
| **WHEN** | **WHO** | **WHAT** | **STATUS** | | | **COMMENTS** |
| | | | DONE | ON TARGET | REVISED | |
| 1. May 12, 2025 | City Clerk | Report 2025 Community Survey findings to the City Council | X | | | |
| 2. July 14, 2025 | Public Works Director | Recommend a scope of work for a third-party review of the solid waste franchise | X | | | |
| 3. August 25, 2025 | City Attorney | Recommend updates to the Municipal Code to reflect state smoking restrictions and present options for additional regulations | X | | | |
| 4. FUTURE | Mayor, City Manager & City Clerk | Recommend a communication policy to the City Council | | X | | |
| 5. July 14, 2025 | City Manager & City Clerk working with Communications LAB | Complete internal brand/logo development and present an update and community engagement plan to the City Council | X | | | |
| 6. August 29, 2025 | Public Works Director & Finance Director | Implement an online procurement platform to improve the bidding process and vendor outreach | X | | | |
| 7. FUTURE | Planning Director & RCS Director | Recommend adjustments to align City/RCS District boundaries through the Local Agency Formation Commission | | X | | |

**CITY OF CYPRESS**

**CITY COUNCIL REPORT**

**City Council Regular** **4.**

**FROM:** Sean Joyce, City Manager

**DATE:** 09/22/2025

**SUBJECT: Adopt a Resolution approving the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds with Eight Opioid Manufacturers**

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## RECOMMENDATION

Adopt a Resolution authorizing the City to enter into Settlement Agreements with eight opioid manufacturers (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylad, Sun and Zydus) to resolve lawsuits accusing opioid manufacturers of mishandling opioid pain drugs, agree to the terms of the related State-Subdivision Agreement, and authorize entry into the related State-Subdivision Agreement with the Attorney General.

## DISCUSSION

In 2021, the City Council first approved participation in national opioid settlements with drug-makers and distributors (attached). As part of these settlements, the City agreed to a very broad release of opioid-related claims against the settling defendants, which included both known and unknown claims. At the same time, the City Council approved a Distributor Allocation Agreement with the State of California which governs the allocation, distribution and use of settlement fund payments made to California. Amounts allocated to Cypress from these settlement agreements and the proceeds may only be used for opioid remediation activities. Proceeds will be passed on to the County of Orange, who will coordinate remediation activities.

A new nationwide settlement has been reached with eight opioid manufacturers (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylad, Sun and Zydus). This nationwide settlement is part of another round of settlements with opioid manufacturing companies and follows previous settlements with pharmacies, drug-makers and distributors. Previous settlements have included Teva, Allergan, CVS, Walgreens, and Walmart in 2023, Kroger in 2024 and Purdue in 2025.

Approval of the attached Resolution would authorize the City Manager to carry out all necessary acts to allow the City to participate in this settlement agreement, including the execution and transmittal of all required documents. If the City Council chooses not to

participate, Cypress' allocation will be redistributed to other agencies participating in the settlement rather than being passed on to the County of Orange.

## BUDGET IMPACT

The actual amount the City will receive (and pass through to the County) from the settlement depends on a variety of factors, including the number of California municipalities participating.

## LEGAL REVIEW

The City Attorney has reviewed and approved the attached Resolution.

**APPROVED BY:** Sean Joyce, City Manager

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**Attachments**

Resolution
Settlement Document Package
December 2021 Agenda Item

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RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS AUTHORIZING THE CITY'S PARTICIPATION IN THE PROPOSED SETTLEMENT OF OPIOD-RELATED CLAIMS AGAINST SECONDARY MANUFACTURERS, AGREE TO THE TERMS OF THE RELATED STATE-SUBDIVISION AGREEMENT, AND AUTHORIZE ENTRY INTO THE RELATED STATE-SUBDIVISION AGREEMENT AND OTHER NECESSARY DOCUMENTS WITH THE ATTORNEY GENERAL

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

WHEREAS, pending in the U.S. District Court for the Northern District of Ohio is a multidistrict litigation ("MDL") being pursued by numerous public entity plaintiffs against the manufacturers and distributors of various opioids based on the allegation that the defendants' unlawful conduct caused the opioid epidemic; and

WHEREAS a proposed nationwide tentative settlement was reached with eight opioid manufacturers, Alvogen, Amneal, Apotex, Hikma, Indivior, Mylad, Sun and Zydus. (the "Secondary Manufacturers") and

WHEREAS, The Secondary Manufacturers shall be referred in this Resolution as "Settling Defendants"; and

WHEREAS, as part of the settlement with the Settling Defendants, local subdivisions, including certain cities, that are not plaintiffs in the MDL may participate in the settlement in exchange for a release of the Settling Defendant; and

WHEREAS, copies of the proposed terms of those proposed nationwide settlement have been set forth in the Settlement Agreement with the Settling Defendants; and

WHEREAS, copies of the Settlement Agreement have been provided to the City Council with this Resolution; and

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

WHEREAS, California local governments in the MDL have engaged in extensive discussions with the State Attorney General's Office ("AGO") as to how the California Opioid Funds will be allocated, which has resulted in the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds ("Allocation Agreements") from the settlements with the Settling Defendant; and

WHEREAS, copies of the Allocation Agreement for all of the settlement with the Settling Defendant have been provided with this Resolution; and

WHEREAS, under the Settlement Agreement, certain local subdivisions that did not file a lawsuit against the Settling Defendants may qualify to participate in the settlements and obtain funds from the Abatement Account Fund; and

WHEREAS, the City is eligible to participate in the Settlement and become a CA Participating Subdivision; and

WHEREAS, 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, unless the city elects to take a direct election of the settlement funds, 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; and

WHEREAS, it the intent of this Resolution is to authorize the City to enter into the Settlement Agreement with the Settling Defendants by executing the Participation Agreement and to enter into the Allocation Agreement by executing the signature pages to those agreements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cypress hereby approves and authorizes the City Manager to execute all documents required to settle and release the City's claims against the Settling Defendants in exchange for the consideration set forth in the Settlement Agreement, Allocation Agreement and all exhibits thereto to be paid through the County of Orange.

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

PASSED AND ADOPTED by the City Council of the City of Cypress at a regular meeting held on the ___ day of September, 2025.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OFTHE CITY OF CYPRESS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the __ day of __, 2025, by the following roll call vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

_____
CITY CLERK OF THE CITY OF CYPRESS

Docusign Envelope ID: D470C6C5-54D0-42B7-BDFD-F34EDBD62F02

New National Opioids Settlement: Secondary Manufacturers
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Cypress city, CA
Reference Number: CL-1761407

***TO LOCAL POLITICAL SUBDIVISIONS:***

**THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SECONDARY MANUFACTURERS SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.**

***Deadline: October 8, 2025***

A new proposed national opioids settlement ("*Secondary Manufacturers Settlements*") has been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("Settling Defendants"). This *Combined Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Combined Participation Package* because California is participating in the Secondary Manufacturers Settlements.

If a state is not eligible to or does not participate in the settlement with a particular manufacturer, the subdivisions in that state are not eligible to participate in that manufacturer's settlement.

This electronic envelope contains nine attachments:

- A *Combined Participation Form* for the *Secondary Manufacturers Settlements* that your subdivision is eligible to join, including a release of any claims.
- California State-Subdivision Agreements for Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("California State-Subdivision Agreements").

**The *Combined Participation Form* and all eight California State-Subdivision Agreements must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the *Secondary Manufacturers Settlement*.**

Based upon *Combined Participation Forms* received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its maximum potential payment under each settlement. If a settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

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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 *Secondary Manufacturers Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements but states may choose to treat this settlement differently.

Information and documents regarding the *Secondary Manufacturers Settlements*, implementation in your state, and how funds will be allocated within your state 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.

This *Participation Packet* is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P, and the Sackler Family. The *Secondary Manufacturers Settlements* discussed in this *Participation Packet* are different than the settlement with Purdue and the Sacklers, and you may participate in the *Secondary Manufacturers Settlements* regardless of whether you join the Purdue and Sackler settlement.

**How to return signed forms:**

There are three methods for returning the executed *Combined Participation Form, the eight California State-Subdivision Agreements,* and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Combined Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Combined Participation Form*, 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. As with electronic signature, returning a manually signed *Combined Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

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(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Combined Participation Form* using DocuSign, the signed *Combined Participation Form* 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 Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Combined Participation Form* and eight *California State-Subdivision Agreements*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com/additional-settlements/. You may also contact opioidsparticipation@rubris.com.

**The sign-on period for subdivisions ends on October 8, 2025.**

If you have any questions about executing the *Combined Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the California Attorney General's Office at opioidsettlement-localgovernment@doj.ca.gov.

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

*The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.*

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# EXHIBIT K

## Secondary Manufacturers' Combined Subdivision Participation and Release Form ("Combined Participation Form")

| Governmental Entity: Cypress 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 each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:

   a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
   b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
   c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
   d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
   e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
   f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
   g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
   h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.

2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.

3. 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 against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity

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authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at *https://nationalopioidsettlement.com/additional-settlements/.*

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.

5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements 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 each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.[1]

8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.

9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,[2] and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her 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 or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

[1] *See* Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

[2] *See* Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.





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Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.

11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, 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 in each of the Secondary Manufacturers' Settlements, 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 each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.

13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void ***only as to*** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.





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

Signature: _____

Name: _____

Title: _____

Date: _____

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# Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Alvogen Settlement

## 1. Introduction

Pursuant to the Alvogen Settlement Agreement, dated as of April 4, 2025, and any revision thereto (the "Alvogen Settlement Agreement"), including Section VI and Exhibit O, the State of California proposes this agreement (the "CA Alvogen Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections V and VI of the Alvogen Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Section X of the Alvogen Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Alvogen Settlement Agreement, acceptance of this CA Alvogen 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 Alvogen Settlement Agreement.

b) *CA Litigating Special District* means a Litigating Special District located in California.

c) *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.

d) *Opioid Defendant* means any defendant including but not limited to Alvogen, Inc. Amneal Pharmaceuticals LLC; Apotex Corp., Hikma Pharmaceuticals USA Inc. f/k/a West-Ward Pharmaceuticals Corp.; Indivior Inc.; Viatris Inc. ("Mylan"); Sun Pharmaceutical Industries, Inc.; Zydus Pharmaceuticals (USA) Inc.; Kroger Co., 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., Cencora, Inc. f/k/a AmerisourceBergen Corporation, McKesson Corporation, Dr. Richard S. Sackler, Beverly Sackler, Jonathan Sackler, David Sackler, Marianna Sackler, Theresa Sackler, Ilene Sackler Lefcourt, Dr. Kathe Sackler, and Mortimer D.A. Sackler) 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.



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## 3. General Terms

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

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

This Agreement does not apply to funds received by California[1] pursuant to Section X of the Alvogen Settlement Agreement, including payments for Private Attorney Fees and the Additional Remediation Amount.

## 4. State Allocation

The Settlement Fund payments to California, pursuant to the Alvogen 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 Alvogen 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

[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.

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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 Alvogen 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 the county is a CA Participating Subdivision; provided, however, that if a city currently receives direct payment of its share of funds in the National Opioids Settlement with Distributors Cencora, Inc. (f/k/a AmerisourceBergenCorporation), Cardinal Health, Inc., and McKesson Corporation (the "Distributors Settlement"), that city's Local Allocation amount will be paid directly to the city. If a city later changes or has already changed its distribution election in the Distributors Settlement, that change in election will apply here, provided that the change in election is received by the settlement administrator 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 Alvogen 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 Alvogen Settlement Agreement and this CA Alvogen Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA

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Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State.

**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 Alvogen 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;

(5) interventions to prevent drug addiction in vulnerable youth, including but not limited to, youth in foster care, juvenile justice-impacted youth, youth experiencing adversities related to socioeconomic status, and unhoused youth; and/or

(6) the purchase of naloxone for distribution and efforts to expand access to naloxone for opioid overdose reversals.

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 Alvogen 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 Alvogen Settlement Agreement and this CA Alvogen Allocation Agreement, a county and any cities or towns within the county may



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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 Alvogen Settlement Agreement and this CA Alvogen Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Alvogen Settlement Agreement or this CA Alvogen 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 Alvogen Settlement Agreement or this CA Alvogen 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 Alvogen Settlement Agreement and this CA

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Alvogen Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation.

However, in no event shall more than one third (5% out of the 15%) of CA Subdivision Funds be used for litigation-related fees and expenses.

**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 settlement agreements with other Opioid Defendants.

A Plaintiff Subdivision may separately agree to use up to one-third (5% out of the 15%) of 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 Alvogen Settlement Agreement and the MDL Fees Order, provided that: (1) such payments, together with any payments to contingency-fee counsel from the Private Attorneys Fee amount related to such Plaintiff Subdivision, do not exceed 15% of a Plaintiff Subdivision's total gross recovery under this Alvogen Settlement Agreement; and (2) the Plaintiff Subdivision certifies that any payments made under a State Back-Stop agreement will be made in accordance with the 95% Opioid Abatement use requirements under Section VI.B.1 of the Alvogen Settlement 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 Alvogen 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 2 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 2. 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.

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## 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 Alvogen Settlement Agreement and this CA Alvogen 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 Alvogen Settlement Agreement and this CA Alvogen 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 VI(B)(2) of the Alvogen Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Alvogen.

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 Alvogen 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 Alvogen Settlement Agreement, this CA Alvogen Allocation Agreement is not enforceable by any party other than the State and the CA Participating



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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 Alvogen 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 Alvogen Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

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

Signature: _____

Name: _____

Title: _____

Date: _____

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# 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—Alvogen 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 | ***Alameda County*** | 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 | ***Amador County*** | Amador | 0.226% | 0.277% | **0.2349885%** |
| County | ***Butte County*** | Butte | 1.615% | 1.975% | **1.6783178%** |
| City | Chico | Butte | 0.216% | 0.264% | **0.2246499%** |
| City | Oroville | Butte | 0.079% | | **0.0646595%** |
| County | ***Calaveras County*** | Calaveras | 0.226% | 0.277% | **0.2351644%** |
| County | ***Colusa County*** | Colusa | 0.059% | | **0.0489221%** |
| County | ***Contra Costa County*** | 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%** |
| **Participating Subdivision Classification** | **Participating Subdivision** | **County** | **Abatement Percentage** | **Plaintiff Subdivision Percentage** | **Weighted Allcation Percentage** |
| City | Lafayette | Contra Costa | 0.006% | | **0.0046030%** |





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| | | | | | |
|---|---|---|---|---|---|
| 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 | ***Del Norte County*** | Del Norte | 0.114% | 0.140% | **0.1189608%** |
| County | ***El Dorado County*** | 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 | ***Fresno County*** | 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 | ***Glenn County*** | Glenn | 0.107% | 0.131% | **0.1116978%** |
| County | ***Humboldt County*** | Humboldt | 1.030% | 1.260% | **1.0703185%** |
| **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 | ***Imperial County*** | Imperial | 0.258% | 0.315% | **0.2679006%** |
| City | Brawley | Imperial | 0.011% | | **0.0087986%** |

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| | | | | | |
|---|---|---|---|---|---|
| City | Calexico | Imperial | 0.019% | | **0.0152799%** |
| City | El Centro | Imperial | 0.158% | | **0.1302522%** |
| City | Imperial | Imperial | 0.006% | | **0.0048791%** |
| County | ***Inyo County*** | Inyo | 0.073% | 0.089% | **0.0754413%** |
| County | ***Kern County*** | 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 | ***Kings County*** | 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 | ***Lake County*** | Lake | 0.795% | | **0.6545389%** |
| City | Clearlake | Lake | 0.041% | 0.050% | **0.0426253%** |
| City | Lakeport | Lake | 0.021% | 0.026% | **0.0222964%** |
| County | ***Lassen County*** | Lassen | 0.319% | 0.391% | **0.3320610%** |
| City | Susanville | Lassen | 0.027% | | **0.0219295%** |
| County | ***Los Angeles County*** | Los Angeles | 13.896% | 16.999% | **14.4437559%** |
| **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%** |

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| | | | | | |
|---|---|---|---|---|---|
| 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%** |
| **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 Canada 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** % |

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| | | | | | |
|---|---|---|---|---|---|
| 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%** |
| **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%** |





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| 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%** |

| **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%** |





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| | | | | | |
|---|---|---|---|---|---|
| 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%** |
| **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%** |





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| 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%** |
| **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%** |

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APPENDIX 1

| | | | | | |
|---|---|---|---|---|---|
| County | ***Sacramento County*** | Sacramento | 3.797% | 4.645% | **3.9465887%** |
| **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 | ***San Benito County*** | San Benito | 0.106% | 0.130% | **0.1101417%** |
| City | Hollister | San Benito | 0.027% | | **0.0225355%** |
| County | ***San Bernardino County*** | 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%** |
| **Participating Subdivision Classification** | **Participating Subdivision** | **County** | **Abatement Percentage** | **Plaintiff Subdivision Percentage** | **Weighted Allcation Percentage** |

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| | | | | | |
|---|---|---|---|---|---|
| City | Yucca Valley | San Bernardino | 0.003% | | **0.0021228%** |
| County | ***San Diego County*** | 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 | ***San Francisco*** | San Francisco | 3.026% | 3.702% | **3.1457169%** |
| County | ***San Joaquin County*** | 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 | ***San Luis Obispo County*** | 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%** |
| **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%** |





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| | | | | | |
|---|---|---|---|---|---|
| County | ***San Mateo County*** | 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 | ***Santa Barbara County*** | 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 | ***Santa Clara County*** | 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%** |
| **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%** |





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| | | | | | |
|---|---|---|---|---|---|
| City | Saratoga | Santa Clara | 0.004% | | **0.0034161%** |
| City | Sunnyvale | Santa Clara | 0.053% | | **0.0434069%** |
| County | ***Santa Cruz County*** | 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 | ***Shasta County*** | 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 | ***Siskiyou County*** | Siskiyou | 0.228% | 0.279% | **0.2373393%** |
| County | ***Solano County*** | 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 | ***Sonoma County*** | Sonoma | 1.218% | 1.490% | **1.2661290%** |
| City | Healdsburg | Sonoma | 0.032% | | **0.0266929%** |
| City | Petaluma | Sonoma | 0.081% | | **0.0667507%** |
| **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 | ***Stanislaus County*** | 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%** |





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| | | | | | |
|---|---|---|---|---|---|
| County | ***Sutter County*** | Sutter | 0.306% | 0.374% | **0.3179548%** |
| City | Yuba City | Sutter | 0.074% | | **0.0606242%** |
| County | ***Tehama County*** | Tehama | 0.213% | 0.261% | **0.2216654%** |
| City | Red Bluff | Tehama | 0.014% | | **0.0117771%** |
| County | ***Trinity County*** | Trinity | 0.082% | 0.101% | **0.0855476%** |
| County | ***Tulare County*** | 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 | ***Tuolumne County*** | Tuolumne | 0.486% | 0.594% | **0.5047621%** |
| County | ***Ventura County*** | 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%** |
| **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 | ***Yolo County*** | 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 | ***Yuba County*** | Yuba | 0.214% | 0.262% | **0.2225679%** |
| City | Marysville | Yuba | 0.014% | | **0.0112079%** |

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# APPENDIX 2

## 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 Alvogen 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 Alvogen Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Alvogen Settlement Agreement and CA Alvogen Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Alvogen Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL] from [SUBDIVISION'S] CA Subdivision Fund allocation will not exceed [PERCENTAGE NOT TO EXCEED ONE-THIRD OR 5% OUT OF THE 15%] out of the [SUBDIVISION'S] 15% CA Subdivision Fund allocation; provided further that such payments, together with any contingency-fees that [COUNSEL] may receive from the 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 Alvogen Settlement Agreement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Alvogen 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 Alvogen 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] |



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# Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Amneal Settlement

## 1. Introduction

Pursuant to the Amneal Settlement Agreement, dated as of April 4, 2025, and any revision thereto (the "Amneal Settlement Agreement"), including Section V and Exhibit O, the State of California proposes this agreement (the "CA Amneal Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the Amneal Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections IX or XIV of the Amneal Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Amneal Settlement Agreement, acceptance of this CA Amneal 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 Amneal Settlement Agreement.

b) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Central California Alliance for Health, Health Plan of San Joaquin, Santa Barbara San Luis Obispo Regional Health Authority d/b/a Cencal Health, and Ventura County Medi-Cal Managed Care Commission d/b/a Gold Coast Health Plan.

c) *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.

d) *Opioid Defendant* means any defendant including but not limited to Alvogen, Inc. Amneal Pharmaceuticals LLC; Apotex Corp., Hikma Pharmaceuticals USA Inc. f/k/a West-Ward Pharmaceuticals Corp.; Indivior Inc.; Viatris Inc. ("Mylan"); Sun Pharmaceutical Industries, Inc.; Zydus Pharmaceuticals (USA) Inc.; Kroger Co., 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., Cencora, Inc. f/k/a AmerisourceBergen Corporation, McKesson Corporation, Dr. Richard S. Sackler, Beverly Sackler, Jonathan Sackler, David Sackler, Marianna Sackler, Theresa Sackler, Ilene Sackler Lefcourt, Dr. Kathe Sackler, and Mortimer



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D.A. Sackler) 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 Amneal Settlement Agreement, as well as applicable law, and the Amneal Settlement Agreement governs over any inconsistent provision of this CA Amneal Allocation Agreement. Terms used in this CA Amneal Allocation Agreement have the same meaning as in the Amneal Settlement Agreement unless otherwise defined herein.

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

This Agreement does not apply to funds received by California[1] pursuant to Sections IX or XIV of the Amneal Settlement Agreement, including payments for Private Attorney Fees, the Additional Remediation Amount, and the Settlement Product Cash Conversion Amount.[2]

## 4. State Allocation

The Settlement Fund payments to California, pursuant to the Amneal 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 Amneal 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.

///

[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.

[2] All Settlement Product Cash Conversion Amounts paid to California pursuant to Section XIV of the Amneal Settlement Agreement shall be allocated to the State and used by the State for future Opioid Remediation.

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## 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 Amneal 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 the county is a CA Participating Subdivision; provided, however, that if a city currently receives direct payment of its share of funds in the National Opioids Settlement with Distributors Cencora, Inc. (f/k/a AmerisourceBergenCorporation), Cardinal Health, Inc., and McKesson Corporation (the "Distributors Settlement"), that city's Local Allocation amount will be paid directly to the city. If a city later changes or has already changed its distribution election in the Distributors Settlement, that change in election will apply here, provided that the change in election is received by the settlement administrator 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 Amneal 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.



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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 Amneal Settlement Agreement and this CA Amneal 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..

**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 Amneal 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;

(5) interventions to prevent drug addiction in vulnerable youth, including but not limited to, youth in foster care, juvenile justice-impacted youth, youth experiencing adversities related to socioeconomic status, and unhoused youth; and/or

(6) the purchase of naloxone for distribution and efforts to expand access to naloxone for opioid overdose reversals.

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

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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 Amneal 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 Amneal Settlement Agreement and this CA Amneal 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 Amneal Settlement Agreement and this CA Amneal Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Amneal Settlement Agreement or this CA Amneal 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 Amneal Settlement Agreement or this CA Amneal 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.

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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 Amneal Settlement Agreement and this CA Amneal Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation

However, in no event shall more than one third (5% out of the 15%) of CA Subdivision Funds be used for litigation-related fees and expenses.

### 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 settlement agreements with other Opioid Defendants.

A Plaintiff Subdivision may separately agree to use up to one-third (5% out of the 15%) of 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 Amneal Settlement Agreement and the MDL Fees Order, provided that: (1) such payments, together with any payments to contingency-fee counsel from the Private Attorneys Fee amount related to such Plaintiff Subdivision, do not exceed 15% of a Plaintiff Subdivision's total gross recovery under this Amneal Settlement Agreement; and (2) the Plaintiff Subdivision certifies that any payments made under a State Back-Stop agreement will be made in accordance with the 95% Opioid Abatement use requirements under Section VI.B.1 of the Amneal Settlement 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 Amneal 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 2 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 2. The California Office of the Attorney

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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 Amneal Settlement Agreement and this CA Amneal 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 Amneal Settlement Agreement and this CA Amneal 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 Amneal Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Amneal.

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.

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## 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 Amneal 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 Amneal Settlement Agreement, this CA Amneal 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 Amneal 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 Amneal Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

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

Signature:

Name:

Title:

Date:

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# 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—Amneal 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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APPENDIX 1

| | | | 100.000% | 100.000% | 100.000% |
|---|---|---|---|---|---|
| **Participating Subdivision Classification** | **Participating Subdivision** | **County** | **Abatement Percentage** | **Plaintiff Subdivision Percentage** | **Weighted Allcation Percentage** |
| County | ***Alameda County*** | 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 | ***Amador County*** | Amador | 0.226% | 0.277% | **0.2349885%** |
| County | ***Butte County*** | Butte | 1.615% | 1.975% | **1.6783178%** |
| City | Chico | Butte | 0.216% | 0.264% | **0.2246499%** |
| City | Oroville | Butte | 0.079% | | **0.0646595%** |
| County | ***Calaveras County*** | Calaveras | 0.226% | 0.277% | **0.2351644%** |
| County | ***Colusa County*** | Colusa | 0.059% | | **0.0489221%** |
| County | ***Contra Costa County*** | 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%** |
| **Participating Subdivision Classification** | **Participating Subdivision** | **County** | **Abatement Percentage** | **Plaintiff Subdivision Percentage** | **Weighted Allcation Percentage** |
| City | Lafayette | Contra Costa | 0.006% | | **0.0046030%** |





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| | | | | | |
|---|---|---|---|---|---|
| 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 | ***Del Norte County*** | Del Norte | 0.114% | 0.140% | **0.1189608%** |
| County | ***El Dorado County*** | 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 | ***Fresno County*** | 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 | ***Glenn County*** | Glenn | 0.107% | 0.131% | **0.1116978%** |
| County | ***Humboldt County*** | Humboldt | 1.030% | 1.260% | **1.0703185%** |
| **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 | ***Imperial County*** | Imperial | 0.258% | 0.315% | **0.2679006%** |
| City | Brawley | Imperial | 0.011% | | **0.0087986%** |

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APPENDIX 1

| | | | | | |
|---|---|---|---|---|---|
| City | Calexico | Imperial | 0.019% | | **0.0152799%** |
| City | El Centro | Imperial | 0.158% | | **0.1302522%** |
| City | Imperial | Imperial | 0.006% | | **0.0048791%** |
| County | ***Inyo County*** | Inyo | 0.073% | 0.089% | **0.0754413%** |
| County | ***Kern County*** | 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 | ***Kings County*** | 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 | ***Lake County*** | Lake | 0.795% | | **0.6545389%** |
| City | Clearlake | Lake | 0.041% | 0.050% | **0.0426253%** |
| City | Lakeport | Lake | 0.021% | 0.026% | **0.0222964%** |
| County | ***Lassen County*** | Lassen | 0.319% | 0.391% | **0.3320610%** |
| City | Susanville | Lassen | 0.027% | | **0.0219295%** |
| County | ***Los Angeles County*** | Los Angeles | 13.896% | 16.999% | **14.4437559%** |
| **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%** |

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| | | | | | |
|---|---|---|---|---|---|
| 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%** |
| **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 Canada 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** % |

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| | | | | | |
|---|---|---|---|---|---|
| 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%** |
| **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%** |





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| 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%** |

| **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%** |





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| | | | | | |
|---|---|---|---|---|---|
| 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%** |
| **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%** |





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| 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%** |
| **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%** |

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APPENDIX 1

| | | | | | |
|---|---|---|---|---|---|
| County | ***Sacramento County*** | Sacramento | 3.797% | 4.645% | **3.9465887%** |
| **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 | ***San Benito County*** | San Benito | 0.106% | 0.130% | **0.1101417%** |
| City | Hollister | San Benito | 0.027% | | **0.0225355%** |
| County | ***San Bernardino County*** | 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%** |
| **Participating Subdivision Classification** | **Participating Subdivision** | **County** | **Abatement Percentage** | **Plaintiff Subdivision Percentage** | **Weighted Allcation Percentage** |

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| | | | | | |
|---|---|---|---|---|---|
| City | Yucca Valley | San Bernardino | 0.003% | | **0.0021228%** |
| County | ***San Diego County*** | 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 | ***San Francisco*** | San Francisco | 3.026% | 3.702% | **3.1457169%** |
| County | ***San Joaquin County*** | 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 | ***San Luis Obispo County*** | 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%** |
| **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%** |





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| | | | | | |
|---|---|---|---|---|---|
| County | ***San Mateo County*** | 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 | ***Santa Barbara County*** | 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 | ***Santa Clara County*** | 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%** |
| **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%** |





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| | | | | | |
|---|---|---|---|---|---|
| City | Saratoga | Santa Clara | 0.004% | | **0.0034161%** |
| City | Sunnyvale | Santa Clara | 0.053% | | **0.0434069%** |
| County | ***Santa Cruz County*** | 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 | ***Shasta County*** | 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 | ***Siskiyou County*** | Siskiyou | 0.228% | 0.279% | **0.2373393%** |
| County | ***Solano County*** | 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 | ***Sonoma County*** | Sonoma | 1.218% | 1.490% | **1.2661290%** |
| City | Healdsburg | Sonoma | 0.032% | | **0.0266929%** |
| City | Petaluma | Sonoma | 0.081% | | **0.0667507%** |
| **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 | ***Stanislaus County*** | 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%** |





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| | | | | | |
|---|---|---|---|---|---|
| County | ***Sutter County*** | Sutter | 0.306% | 0.374% | **0.3179548%** |
| City | Yuba City | Sutter | 0.074% | | **0.0606242%** |
| County | ***Tehama County*** | Tehama | 0.213% | 0.261% | **0.2216654%** |
| City | Red Bluff | Tehama | 0.014% | | **0.0117771%** |
| County | ***Trinity County*** | Trinity | 0.082% | 0.101% | **0.0855476%** |
| County | ***Tulare County*** | 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 | ***Tuolumne County*** | Tuolumne | 0.486% | 0.594% | **0.5047621%** |
| County | ***Ventura County*** | 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%** |
| **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 | ***Yolo County*** | 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 | ***Yuba County*** | Yuba | 0.214% | 0.262% | **0.2225679%** |
| City | Marysville | Yuba | 0.014% | | **0.0112079%** |

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# APPENDIX 2

## 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 Amneal 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 Amneal Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Amneal Settlement Agreement and CA Amneal Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Amneal Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL] from [SUBDIVISION'S] CA Subdivision Fund allocation will not exceed [PERCENTAGE NOT TO EXCEED ONE-THIRD OR 5% OUT OF THE 15%] out of the [SUBDIVISION'S] 15% CA Subdivision Fund allocation; provided further that such payments, together with any contingency-fees that [COUNSEL] may receive from the 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 Amneal Settlement Agreement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Amneal 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 Amneal 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] |

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# Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Apotex Settlement

## 1. Introduction

Pursuant to the Apotex Settlement Agreement, dated as of April 4, 2025, and any revision thereto (the "Apotex Settlement Agreement"), including Section VI and Exhibit O, the State of California proposes this agreement (the "CA Apotex Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections V and VI of the Apotex Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Section X of the Apotex Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Apotex Settlement Agreement, acceptance of this CA Apotex 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 Apotex Settlement Agreement.

b) *CA Litigating Special District* means a Litigating Special District located in California.

c) *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.

d) *Opioid Defendant* means any defendant including but not limited to Alvogen, Inc. Amneal Pharmaceuticals LLC; Apotex Corp., Hikma Pharmaceuticals USA Inc. f/k/a West-Ward Pharmaceuticals Corp.; Indivior Inc.; Viatris Inc. ("Mylan"); Sun Pharmaceutical Industries, Inc.; Zydus Pharmaceuticals (USA) Inc.; Kroger Co., 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., Cencora, Inc. f/k/a AmerisourceBergen Corporation, McKesson Corporation, Dr. Richard S. Sackler, Beverly Sackler, Jonathan Sackler, David Sackler, Marianna Sackler, Theresa Sackler, Ilene Sackler Lefcourt, Dr. Kathe Sackler, and Mortimer D.A. Sackler) 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.



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## 3. General Terms

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

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

This Agreement does not apply to funds received by California[1] pursuant to Section X of the Apotex Settlement Agreement, including payments for Private Attorney Fees and the Additional Remediation Amount.

## 4. State Allocation

The Settlement Fund payments to California, pursuant to the Apotex 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 Apotex 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

[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.

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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 Apotex 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 the county is a CA Participating Subdivision; provided, however, that if a city currently receives direct payment of its share of funds in the National Opioids Settlement with Distributors Cencora, Inc. (f/k/a AmerisourceBergenCorporation), Cardinal Health, Inc., and McKesson Corporation (the "Distributors Settlement"), that city's Local Allocation amount will be paid directly to the city. If a city later changes or has already changed its distribution election in the Distributors Settlement, that change in election will apply here, provided that the change in election is received by the settlement administrator 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 Apotex 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 Apotex Settlement Agreement and this CA Apotex 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.

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### 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 Apotex 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;

(5) interventions to prevent drug addiction in vulnerable youth, including but not limited to, youth in foster care, juvenile justice-impacted youth, youth experiencing adversities related to socioeconomic status, and unhoused youth; and/or

(6) the purchase of naloxone for distribution and efforts to expand access to naloxone for opioid overdose reversals.

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 Apotex 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 Apotex Settlement Agreement and this CA Apotex 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



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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 Apotex Settlement Agreement and this CA Apotex Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Apotex Settlement Agreement or this CA Apotex 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 Apotex Settlement Agreement or this CA Apotex 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 Apotex Settlement Agreement and this CA Apotex Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation.

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However, in no event shall more than one third (5% out of the 15%) of CA Subdivision Funds be used for litigation-related fees and expenses.

### 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 settlement agreements with other Opioid Defendants.

A Plaintiff Subdivision may separately agree to use up to one-third (5% out of the 15%) of 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 Apotex Settlement Agreement and the MDL Fees Order, provided that: (1) such payments, together with any payments to contingency-fee counsel from the Private Attorneys Fee amount related to such Plaintiff Subdivision, do not exceed 15% of a Plaintiff Subdivision's total gross recovery under this Apotex Settlement Agreement; and (2) the Plaintiff Subdivision certifies that any payments made under a State Back-Stop agreement will be made in accordance with the 95% Opioid Abatement use requirements under Section VI.B.1 of the Apotex Settlement 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 Apotex 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 2 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 2. 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.

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## 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 Apotex Settlement Agreement and this CA Apotex 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 Apotex Settlement Agreement and this CA Apotex 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 VI(B)(2) of the Apotex Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Apotex.

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 Apotex 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 Apotex Settlement Agreement, this CA Apotex Allocation Agreement is not enforceable by any party other than the State and the CA Participating

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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 Apotex 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 Apotex Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

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

Signature: _____

Name: _____

Title: _____

Date: _____

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# 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—Apotex 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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APPENDIX 1

| | | | 100.000% | 100.000% | 100.000% |
|---|---|---|---|---|---|
| **Participating Subdivision Classification** | **Participating Subdivision** | **County** | **Abatement Percentage** | **Plaintiff Subdivision Percentage** | **Weighted Allcation Percentage** |
| County | ***Alameda County*** | 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 | ***Amador County*** | Amador | 0.226% | 0.277% | **0.2349885%** |
| County | ***Butte County*** | Butte | 1.615% | 1.975% | **1.6783178%** |
| City | Chico | Butte | 0.216% | 0.264% | **0.2246499%** |
| City | Oroville | Butte | 0.079% | | **0.0646595%** |
| County | ***Calaveras County*** | Calaveras | 0.226% | 0.277% | **0.2351644%** |
| County | ***Colusa County*** | Colusa | 0.059% | | **0.0489221%** |
| County | ***Contra Costa County*** | 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%** |
| **Participating Subdivision Classification** | **Participating Subdivision** | **County** | **Abatement Percentage** | **Plaintiff Subdivision Percentage** | **Weighted Allcation Percentage** |
| City | Lafayette | Contra Costa | 0.006% | | **0.0046030%** |





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| | | | | | |
|---|---|---|---|---|---|
| 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 | ***Del Norte County*** | Del Norte | 0.114% | 0.140% | **0.1189608%** |
| County | ***El Dorado County*** | 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 | ***Fresno County*** | 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 | ***Glenn County*** | Glenn | 0.107% | 0.131% | **0.1116978%** |
| County | ***Humboldt County*** | Humboldt | 1.030% | 1.260% | **1.0703185%** |
| **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 | ***Imperial County*** | Imperial | 0.258% | 0.315% | **0.2679006%** |
| City | Brawley | Imperial | 0.011% | | **0.0087986%** |

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APPENDIX 1

| | | | | | |
|---|---|---|---|---|---|
| City | Calexico | Imperial | 0.019% | | **0.0152799%** |
| City | El Centro | Imperial | 0.158% | | **0.1302522%** |
| City | Imperial | Imperial | 0.006% | | **0.0048791%** |
| County | ***Inyo County*** | Inyo | 0.073% | 0.089% | **0.0754413%** |
| County | ***Kern County*** | 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 | ***Kings County*** | 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 | ***Lake County*** | Lake | 0.795% | | **0.6545389%** |
| City | Clearlake | Lake | 0.041% | 0.050% | **0.0426253%** |
| City | Lakeport | Lake | 0.021% | 0.026% | **0.0222964%** |
| County | ***Lassen County*** | Lassen | 0.319% | 0.391% | **0.3320610%** |
| City | Susanville | Lassen | 0.027% | | **0.0219295%** |
| County | ***Los Angeles County*** | Los Angeles | 13.896% | 16.999% | **14.4437559%** |
| **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%** |

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| | | | | | |
|---|---|---|---|---|---|
| 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%** |
| **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 Canada 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** % |

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| | | | | | |
|---|---|---|---|---|---|
| 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%** |
| **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%** |





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| 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%** |

| **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%** |





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| | | | | | |
|---|---|---|---|---|---|
| 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%** |
| **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%** |





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| 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%** |
| **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%** |

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APPENDIX 1

| | | | | | |
|---|---|---|---|---|---|
| County | ***Sacramento County*** | Sacramento | 3.797% | 4.645% | **3.9465887%** |
| **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 | ***San Benito County*** | San Benito | 0.106% | 0.130% | **0.1101417%** |
| City | Hollister | San Benito | 0.027% | | **0.0225355%** |
| County | ***San Bernardino County*** | 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%** |
| **Participating Subdivision Classification** | **Participating Subdivision** | **County** | **Abatement Percentage** | **Plaintiff Subdivision Percentage** | **Weighted Allcation Percentage** |

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| | | | | | |
|---|---|---|---|---|---|
| City | Yucca Valley | San Bernardino | 0.003% | | **0.0021228%** |
| County | ***San Diego County*** | 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 | ***San Francisco*** | San Francisco | 3.026% | 3.702% | **3.1457169%** |
| County | ***San Joaquin County*** | 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 | ***San Luis Obispo County*** | 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%** |
| **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%** |





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| | | | | | |
|---|---|---|---|---|---|
| County | ***San Mateo County*** | 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 | ***Santa Barbara County*** | 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 | ***Santa Clara County*** | 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%** |
| **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%** |





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| | | | | | |
|---|---|---|---|---|---|
| City | Saratoga | Santa Clara | 0.004% | | **0.0034161%** |
| City | Sunnyvale | Santa Clara | 0.053% | | **0.0434069%** |
| County | ***Santa Cruz County*** | 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 | ***Shasta County*** | 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 | ***Siskiyou County*** | Siskiyou | 0.228% | 0.279% | **0.2373393%** |
| County | ***Solano County*** | 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 | ***Sonoma County*** | Sonoma | 1.218% | 1.490% | **1.2661290%** |
| City | Healdsburg | Sonoma | 0.032% | | **0.0266929%** |
| City | Petaluma | Sonoma | 0.081% | | **0.0667507%** |
| **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 | ***Stanislaus County*** | 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%** |





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| | | | | | |
|---|---|---|---|---|---|
| County | ***Sutter County*** | Sutter | 0.306% | 0.374% | **0.3179548%** |
| City | Yuba City | Sutter | 0.074% | | **0.0606242%** |
| County | ***Tehama County*** | Tehama | 0.213% | 0.261% | **0.2216654%** |
| City | Red Bluff | Tehama | 0.014% | | **0.0117771%** |
| County | ***Trinity County*** | Trinity | 0.082% | 0.101% | **0.0855476%** |
| County | ***Tulare County*** | 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 | ***Tuolumne County*** | Tuolumne | 0.486% | 0.594% | **0.5047621%** |
| County | ***Ventura County*** | 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%** |
| **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 | ***Yolo County*** | 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 | ***Yuba County*** | Yuba | 0.214% | 0.262% | **0.2225679%** |
| City | Marysville | Yuba | 0.014% | | **0.0112079%** |

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# APPENDIX 2

## 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 Apotex 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 Apotex Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Apotex Settlement Agreement and CA Apotex Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Apotex Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL] from [SUBDIVISION'S] CA Subdivision Fund allocation will not exceed [PERCENTAGE NOT TO EXCEED ONE-THIRD OR 5% OUT OF THE 15%] out of the [SUBDIVISION'S] 15% CA Subdivision Fund allocation; provided further that such payments, together with any contingency-fees that [COUNSEL] may receive from the 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 Apotex Settlement Agreement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Apotex 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 Apotex 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] |

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# Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Hikma Settlement

## 1. Introduction

Pursuant to the Hikma Settlement Agreement, dated as of April 4, 2025, and any revision thereto (the "Hikma Settlement Agreement"), including Section VI and Exhibit O, the State of California proposes this agreement (the "CA Hikma Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections V and VI of the Hikma Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections X or XV of the Hikma Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Hikma Settlement Agreement, acceptance of this CA Hikma 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 Hikma Settlement Agreement.

b) *CA Litigating Special District* means a Litigating Special District located in California.

c) *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.

d) *Opioid Defendant* means any defendant including but not limited to Alvogen, Inc. Amneal Pharmaceuticals LLC; Apotex Corp., Hikma Pharmaceuticals USA Inc. f/k/a West-Ward Pharmaceuticals Corp.; Indivior Inc.; Viatris Inc. ("Mylan"); Sun Pharmaceutical Industries, Inc.; Zydus Pharmaceuticals (USA) Inc.; Kroger Co., 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., Cencora, Inc. f/k/a AmerisourceBergen Corporation, McKesson Corporation, Dr. Richard S. Sackler, Beverly Sackler, Jonathan Sackler, David Sackler, Marianna Sackler, Theresa Sackler, Ilene Sackler Lefcourt, Dr. Kathe Sackler, and Mortimer D.A. Sackler) 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.



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## 3. General Terms

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

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

This Agreement does not apply to funds received by California[1] pursuant to Sections X or XV of the Hikma Settlement Agreement, including payments for Private Attorney Fees, the Additional Remediation Amount, and the Settlement Product Cash Conversion Amount.[2]

## 4. State Allocation

The Settlement Fund payments to California, pursuant to the Hikma 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 Hikma 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

[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.

[2] All Settlement Product Cash Conversion Amounts paid to California pursuant to Section XV of the Hikma Settlement Agreement shall be allocated to the State and used by the State for future Opioid Remediation.

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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 Hikma 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 the county is a CA Participating Subdivision; provided, however, that if a city currently receives direct payment of its share of funds in the National Opioids Settlement with Distributors Cencora, Inc. (f/k/a AmerisourceBergenCorporation), Cardinal Health, Inc., and McKesson Corporation (the "Distributors Settlement"), that city's Local Allocation amount will be paid directly to the city. If a city later changes or has already changed its distribution election in the Distributors Settlement, that change in election will apply here, provided that the change in election is received by the settlement administrator 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 Hikma 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 Hikma Settlement Agreement and this CA Hikma Allocation Agreement shall be transferred to the State; provided however,

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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..

**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 Hikma 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;

(5) interventions to prevent drug addiction in vulnerable youth, including but not limited to, youth in foster care, juvenile justice-impacted youth, youth experiencing adversities related to socioeconomic status, and unhoused youth; and/or

(6) the purchase of naloxone for distribution and efforts to expand access to naloxone for opioid overdose reversals.

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 Hikma 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 Hikma Settlement Agreement and this CA

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Hikma 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 Hikma Settlement Agreement and this CA Hikma Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Hikma Settlement Agreement or this CA Hikma 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 Hikma Settlement Agreement or this CA Hikma 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 Hikma Settlement Agreement and this CA Hikma

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Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation

However, in no event shall more than one third (5% out of the 15%) of CA Subdivision Funds be used for litigation-related fees and expenses.

### 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 settlement agreements with other Opioid Defendants.

A Plaintiff Subdivision may separately agree to use up to one-third (5% out of the 15%) of 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 Hikma Settlement Agreement and the MDL Fees Order, provided that: (1) such payments, together with any payments to contingency-fee counsel from the Private Attorneys Fee amount related to such Plaintiff Subdivision, do not exceed 15% of a Plaintiff Subdivision's total gross recovery under this Hikma Settlement Agreement; and (2) the Plaintiff Subdivision certifies that any payments made under a State Back-Stop agreement will be made in accordance with the 95% Opioid Abatement use requirements under Section VI.B.1 of the Hikma Settlement 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 Hikma 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 2 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 2. 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.

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## 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 Hikma Settlement Agreement and this CA Hikma 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 Hikma Settlement Agreement and this CA Hikma 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 Hikma Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Hikma.

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 Hikma 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 Hikma Settlement Agreement, this CA Hikma Allocation Agreement is not enforceable by any party other than the State and the CA Participating



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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 Hikma 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 Hikma Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

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

Signature: _____

Name: _____

Title: _____

Date: _____

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# 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—Hikma 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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APPENDIX 1

| | | | 100.000% | 100.000% | 100.000% |
|---|---|---|---|---|---|
| **Participating Subdivision Classification** | **Participating Subdivision** | **County** | **Abatement Percentage** | **Plaintiff Subdivision Percentage** | **Weighted Allcation Percentage** |
| County | ***Alameda County*** | 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 | ***Amador County*** | Amador | 0.226% | 0.277% | **0.2349885%** |
| County | ***Butte County*** | Butte | 1.615% | 1.975% | **1.6783178%** |
| City | Chico | Butte | 0.216% | 0.264% | **0.2246499%** |
| City | Oroville | Butte | 0.079% | | **0.0646595%** |
| County | ***Calaveras County*** | Calaveras | 0.226% | 0.277% | **0.2351644%** |
| County | ***Colusa County*** | Colusa | 0.059% | | **0.0489221%** |
| County | ***Contra Costa County*** | 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%** |
| **Participating Subdivision Classification** | **Participating Subdivision** | **County** | **Abatement Percentage** | **Plaintiff Subdivision Percentage** | **Weighted Allcation Percentage** |
| City | Lafayette | Contra Costa | 0.006% | | **0.0046030%** |





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| | | | | | |
|---|---|---|---|---|---|
| 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 | ***Del Norte County*** | Del Norte | 0.114% | 0.140% | **0.1189608%** |
| County | ***El Dorado County*** | 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 | ***Fresno County*** | 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 | ***Glenn County*** | Glenn | 0.107% | 0.131% | **0.1116978%** |
| County | ***Humboldt County*** | Humboldt | 1.030% | 1.260% | **1.0703185%** |
| **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 | ***Imperial County*** | Imperial | 0.258% | 0.315% | **0.2679006%** |
| City | Brawley | Imperial | 0.011% | | **0.0087986%** |

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| | | | | | |
|---|---|---|---|---|---|
| City | Calexico | Imperial | 0.019% | | **0.0152799%** |
| City | El Centro | Imperial | 0.158% | | **0.1302522%** |
| City | Imperial | Imperial | 0.006% | | **0.0048791%** |
| County | ***Inyo County*** | Inyo | 0.073% | 0.089% | **0.0754413%** |
| County | ***Kern County*** | 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 | ***Kings County*** | 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 | ***Lake County*** | Lake | 0.795% | | **0.6545389%** |
| City | Clearlake | Lake | 0.041% | 0.050% | **0.0426253%** |
| City | Lakeport | Lake | 0.021% | 0.026% | **0.0222964%** |
| County | ***Lassen County*** | Lassen | 0.319% | 0.391% | **0.3320610%** |
| City | Susanville | Lassen | 0.027% | | **0.0219295%** |
| County | ***Los Angeles County*** | Los Angeles | 13.896% | 16.999% | **14.4437559%** |
| **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%** |

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| | | | | | |
|---|---|---|---|---|---|
| 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%** |
| **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 Canada 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** % |

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| | | | | | |
|---|---|---|---|---|---|
| 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%** |
| **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%** |





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| 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%** |

| **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%** |





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| | | | | | |
|---|---|---|---|---|---|
| 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%** |
| **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%** |





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| 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%** |
| **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%** |

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APPENDIX 1

| | | | | | |
|---|---|---|---|---|---|
| County | ***Sacramento County*** | Sacramento | 3.797% | 4.645% | **3.9465887%** |
| **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 | ***San Benito County*** | San Benito | 0.106% | 0.130% | **0.1101417%** |
| City | Hollister | San Benito | 0.027% | | **0.0225355%** |
| County | ***San Bernardino County*** | 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%** |
| **Participating Subdivision Classification** | **Participating Subdivision** | **County** | **Abatement Percentage** | **Plaintiff Subdivision Percentage** | **Weighted Allcation Percentage** |

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| | | | | | |
|---|---|---|---|---|---|
| City | Yucca Valley | San Bernardino | 0.003% | | **0.0021228%** |
| County | ***San Diego County*** | 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 | ***San Francisco*** | San Francisco | 3.026% | 3.702% | **3.1457169%** |
| County | ***San Joaquin County*** | 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 | ***San Luis Obispo County*** | 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%** |
| **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%** |





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| | | | | | |
|---|---|---|---|---|---|
| County | ***San Mateo County*** | 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 | ***Santa Barbara County*** | 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 | ***Santa Clara County*** | 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%** |
| **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%** |





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| | | | | | |
|---|---|---|---|---|---|
| City | Saratoga | Santa Clara | 0.004% | | **0.0034161%** |
| City | Sunnyvale | Santa Clara | 0.053% | | **0.0434069%** |
| County | ***Santa Cruz County*** | 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 | ***Shasta County*** | 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 | ***Siskiyou County*** | Siskiyou | 0.228% | 0.279% | **0.2373393%** |
| County | ***Solano County*** | 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 | ***Sonoma County*** | Sonoma | 1.218% | 1.490% | **1.2661290%** |
| City | Healdsburg | Sonoma | 0.032% | | **0.0266929%** |
| City | Petaluma | Sonoma | 0.081% | | **0.0667507%** |
| **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 | ***Stanislaus County*** | 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%** |





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| | | | | | |
|---|---|---|---|---|---|
| County | ***Sutter County*** | Sutter | 0.306% | 0.374% | **0.3179548%** |
| City | Yuba City | Sutter | 0.074% | | **0.0606242%** |
| County | ***Tehama County*** | Tehama | 0.213% | 0.261% | **0.2216654%** |
| City | Red Bluff | Tehama | 0.014% | | **0.0117771%** |
| County | ***Trinity County*** | Trinity | 0.082% | 0.101% | **0.0855476%** |
| County | ***Tulare County*** | 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 | ***Tuolumne County*** | Tuolumne | 0.486% | 0.594% | **0.5047621%** |
| County | ***Ventura County*** | 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%** |
| **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 | ***Yolo County*** | 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 | ***Yuba County*** | Yuba | 0.214% | 0.262% | **0.2225679%** |
| City | Marysville | Yuba | 0.014% | | **0.0112079%** |

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# APPENDIX 2

## 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 Hikma 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 Hikma Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Hikma Settlement Agreement and CA Hikma Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Hikma Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL] from [SUBDIVISION'S] CA Subdivision Fund allocation will not exceed [PERCENTAGE NOT TO EXCEED ONE-THIRD OR 5% OUT OF THE 15%] out
of the [SUBDIVISION'S] 15% CA Subdivision Fund allocation; provided further that such payments, together with any contingency-fees that [COUNSEL] may receive from the 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 Hikma Settlement Agreement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Hikma 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 Hikma 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]

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# Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Indivior Settlement

## 1. Introduction

Pursuant to the Indivior Settlement Agreement, dated as of April 4, 2025, and any revision thereto (the "Indivior Settlement Agreement"), including Section V and Exhibit O, the State of California proposes this agreement (the "CA Indivior Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the Indivior Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections IX or XIV of the Indivior Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Indivior Settlement Agreement, acceptance of this CA Indivior 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 Indivior Settlement Agreement.

b) *CA Litigating Special District* means a Litigating Special District located in California.

c) *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.

d) *Opioid Defendant* means any defendant including but not limited to Alvogen, Inc. Amneal Pharmaceuticals LLC; Apotex Corp., Hikma Pharmaceuticals USA Inc. f/k/a West-Ward Pharmaceuticals Corp.; Indivior Inc.; Viatris Inc. ("Mylan"); Sun Pharmaceutical Industries, Inc.; Zydus Pharmaceuticals (USA) Inc.; Kroger Co., 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., Cencora, Inc. f/k/a AmerisourceBergen Corporation, McKesson Corporation, Dr. Richard S. Sackler, Beverly Sackler, Jonathan Sackler, David Sackler, Marianna Sackler, Theresa Sackler, Ilene Sackler Lefcourt, Dr. Kathe Sackler, and Mortimer D.A. Sackler) 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.



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## 3. General Terms

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

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

This Agreement does not apply to funds received by California[1] pursuant to Sections IX or XIV of the Indivior Settlement Agreement, including payments for Private Attorney Fees, the Additional Remediation Amount, and the Settlement Product Cash Conversion Amount. [2]

## 4. State Allocation

The Settlement Fund payments to California, pursuant to the Indivior 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 Indivior 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

[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.

[2] All Settlement Product Cash Conversion Amounts paid to California pursuant to Section XIV of the Indivior Settlement Agreement shall be allocated to the State and used by the State for future Opioid Remediation.

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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 Indivior 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 the county is a CA Participating Subdivision; provided, however, that if a city currently receives direct payment of its share of funds in the National Opioids Settlement with Distributors Cencora, Inc. (f/k/a AmerisourceBergenCorporation), Cardinal Health, Inc., and McKesson Corporation (the "Distributors Settlement"), that city's Local Allocation amount will be paid directly to the city. If a city later changes or has already changed its distribution election in the Distributors Settlement, that change in election will apply here, provided that the change in election is received by the settlement administrator 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 Indivior 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 Indivior Settlement Agreement and this CA Indivior Allocation Agreement shall be transferred to the State; provided

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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..

**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 Indivior 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;

(5) interventions to prevent drug addiction in vulnerable youth, including but not limited to, youth in foster care, juvenile justice-impacted youth, youth experiencing adversities related to socioeconomic status, and unhoused youth; and/or

(6) the purchase of naloxone for distribution and efforts to expand access to naloxone for opioid overdose reversals.

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 Indivior 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 Indivior Settlement Agreement and this CA

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Indivior 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 Indivior Settlement Agreement and this CA Indivior Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Indivior Settlement Agreement or this CA Indivior 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 Indivior Settlement Agreement or this CA Indivior 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,

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subject to any limits imposed by the Indivior Settlement Agreement and this CA Indivior Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation

However, in no event shall more than one third (5% out of the 15%) of CA Subdivision Funds be used for litigation-related fees and expenses.

### 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 settlement agreements with other Opioid Defendants.

A Plaintiff Subdivision may separately agree to use up to one-third (5% out of the 15%) of 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 Indivior Settlement Agreement and the MDL Fees Order, provided that: (1) such payments, together with any payments to contingency-fee counsel from the Private Attorneys Fee amount related to such Plaintiff Subdivision, do not exceed 15% of a Plaintiff Subdivision's total gross recovery under this Indivior Settlement Agreement; and (2) the Plaintiff Subdivision certifies that any payments made under a State Back-Stop agreement will be made in accordance with the 95% Opioid Abatement use requirements under Section V.B.1 of the Indivior Settlement 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 Indivior 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 2 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 2. 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.

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## 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 Indivior Settlement Agreement and this CA Indivior 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 Indivior Settlement Agreement and this CA Indivior 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 Indivior Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Indivior.

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 Indivior 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 Indivior Settlement Agreement, this CA Indivior Allocation Agreement is not enforceable by any party other than the State and the CA Participating



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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 Indivior 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 Indivior Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

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

Signature: _____

Name: _____

Title: _____

Date: _____

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# 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—Indivior 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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APPENDIX 1

| | | | 100.000% | 100.000% | 100.000% |
|---|---|---|---|---|---|
| **Participating Subdivision Classification** | **Participating Subdivision** | **County** | **Abatement Percentage** | **Plaintiff Subdivision Percentage** | **Weighted Allcation Percentage** |
| County | ***Alameda County*** | 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 | ***Amador County*** | Amador | 0.226% | 0.277% | **0.2349885%** |
| County | ***Butte County*** | Butte | 1.615% | 1.975% | **1.6783178%** |
| City | Chico | Butte | 0.216% | 0.264% | **0.2246499%** |
| City | Oroville | Butte | 0.079% | | **0.0646595%** |
| County | ***Calaveras County*** | Calaveras | 0.226% | 0.277% | **0.2351644%** |
| County | ***Colusa County*** | Colusa | 0.059% | | **0.0489221%** |
| County | ***Contra Costa County*** | 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%** |
| **Participating Subdivision Classification** | **Participating Subdivision** | **County** | **Abatement Percentage** | **Plaintiff Subdivision Percentage** | **Weighted Allcation Percentage** |
| City | Lafayette | Contra Costa | 0.006% | | **0.0046030%** |





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| | | | | | |
|---|---|---|---|---|---|
| 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 | ***Del Norte County*** | Del Norte | 0.114% | 0.140% | **0.1189608%** |
| County | ***El Dorado County*** | 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 | ***Fresno County*** | 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 | ***Glenn County*** | Glenn | 0.107% | 0.131% | **0.1116978%** |
| County | ***Humboldt County*** | Humboldt | 1.030% | 1.260% | **1.0703185%** |
| **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 | ***Imperial County*** | Imperial | 0.258% | 0.315% | **0.2679006%** |
| City | Brawley | Imperial | 0.011% | | **0.0087986%** |

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APPENDIX 1

| | | | | | |
|---|---|---|---|---|---|
| City | Calexico | Imperial | 0.019% | | **0.0152799%** |
| City | El Centro | Imperial | 0.158% | | **0.1302522%** |
| City | Imperial | Imperial | 0.006% | | **0.0048791%** |
| County | ***Inyo County*** | Inyo | 0.073% | 0.089% | **0.0754413%** |
| County | ***Kern County*** | 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 | ***Kings County*** | 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 | ***Lake County*** | Lake | 0.795% | | **0.6545389%** |
| City | Clearlake | Lake | 0.041% | 0.050% | **0.0426253%** |
| City | Lakeport | Lake | 0.021% | 0.026% | **0.0222964%** |
| County | ***Lassen County*** | Lassen | 0.319% | 0.391% | **0.3320610%** |
| City | Susanville | Lassen | 0.027% | | **0.0219295%** |
| County | ***Los Angeles County*** | Los Angeles | 13.896% | 16.999% | **14.4437559%** |
| **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%** |

Docusign Envelope ID: D470C6C5-54D0-42B7-BDFD-F34EDBD62F02



| | | | | | |
|---|---|---|---|---|---|
| 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%** |
| **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 Canada 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** % |

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| | | | | | |
|---|---|---|---|---|---|
| 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%** |
| **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%** |





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| 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%** |

| **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%** |





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| | | | | | |
|---|---|---|---|---|---|
| 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%** |
| **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%** |





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| 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%** |
| **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%** |

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APPENDIX 1

| | | | | | |
|---|---|---|---|---|---|
| County | ***Sacramento County*** | Sacramento | 3.797% | 4.645% | **3.9465887%** |
| **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 | ***San Benito County*** | San Benito | 0.106% | 0.130% | **0.1101417%** |
| City | Hollister | San Benito | 0.027% | | **0.0225355%** |
| County | ***San Bernardino County*** | 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%** |
| **Participating Subdivision Classification** | **Participating Subdivision** | **County** | **Abatement Percentage** | **Plaintiff Subdivision Percentage** | **Weighted Allcation Percentage** |

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| | | | | | |
|---|---|---|---|---|---|
| City | Yucca Valley | San Bernardino | 0.003% | | **0.0021228%** |
| County | ***San Diego County*** | 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 | ***San Francisco*** | San Francisco | 3.026% | 3.702% | **3.1457169%** |
| County | ***San Joaquin County*** | 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 | ***San Luis Obispo County*** | 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%** |
| **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%** |





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| | | | | | |
|---|---|---|---|---|---|
| County | ***San Mateo County*** | 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 | ***Santa Barbara County*** | 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 | ***Santa Clara County*** | 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%** |
| **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%** |





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| | | | | | |
|---|---|---|---|---|---|
| City | Saratoga | Santa Clara | 0.004% | | **0.0034161%** |
| City | Sunnyvale | Santa Clara | 0.053% | | **0.0434069%** |
| County | ***Santa Cruz County*** | 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 | ***Shasta County*** | 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 | ***Siskiyou County*** | Siskiyou | 0.228% | 0.279% | **0.2373393%** |
| County | ***Solano County*** | 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 | ***Sonoma County*** | Sonoma | 1.218% | 1.490% | **1.2661290%** |
| City | Healdsburg | Sonoma | 0.032% | | **0.0266929%** |
| City | Petaluma | Sonoma | 0.081% | | **0.0667507%** |
| **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 | ***Stanislaus County*** | 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%** |





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| | | | | | |
|---|---|---|---|---|---|
| County | ***Sutter County*** | Sutter | 0.306% | 0.374% | **0.3179548%** |
| City | Yuba City | Sutter | 0.074% | | **0.0606242%** |
| County | ***Tehama County*** | Tehama | 0.213% | 0.261% | **0.2216654%** |
| City | Red Bluff | Tehama | 0.014% | | **0.0117771%** |
| County | ***Trinity County*** | Trinity | 0.082% | 0.101% | **0.0855476%** |
| County | ***Tulare County*** | 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 | ***Tuolumne County*** | Tuolumne | 0.486% | 0.594% | **0.5047621%** |
| County | ***Ventura County*** | 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%** |
| **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 | ***Yolo County*** | 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 | ***Yuba County*** | Yuba | 0.214% | 0.262% | **0.2225679%** |
| City | Marysville | Yuba | 0.014% | | **0.0112079%** |

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# APPENDIX 2

## 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 Indivior 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 Indivior Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Indivior Settlement Agreement and CA Indivior Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Indivior Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL] from [SUBDIVISION'S] CA Subdivision Fund allocation will not exceed [PERCENTAGE NOT TO EXCEED ONE-THIRD OR 5% OUT OF THE 15%] out of the [SUBDIVISION'S] 15% CA Subdivision Fund allocation; provided further that such payments, together with any contingency-fees that [COUNSEL] may receive from the 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 Indivior Settlement Agreement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Indivior 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 Indivior 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] |

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# Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Mylan Settlement

## 1. Introduction

Pursuant to the Mylan Settlement Agreement, dated as of April 4, 2025, and any revision thereto (the "Mylan Settlement Agreement"), including Section V and Exhibit O, the State of California proposes this agreement (the "CA Mylan Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the Mylan Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Section IX of the Mylan Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Mylan Settlement Agreement, acceptance of this CA Mylan 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 Mylan Settlement Agreement.

b) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Susanville Elementary School District and Lassen County Office of Education.

c) *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.

d) *Opioid Defendant* means any defendant including but not limited to Alvogen, Inc. Amneal Pharmaceuticals LLC; Apotex Corp., Hikma Pharmaceuticals USA Inc. f/k/a West-Ward Pharmaceuticals Corp.; Indivior Inc.; Viatris Inc. ("Mylan"); Sun Pharmaceutical Industries, Inc.; Zydus Pharmaceuticals (USA) Inc.; Kroger Co., 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., Cencora, Inc. f/k/a AmerisourceBergen Corporation, McKesson Corporation, Dr. Richard S. Sackler, Beverly Sackler, Jonathan Sackler, David Sackler, Marianna Sackler, Theresa Sackler, Ilene Sackler Lefcourt, Dr. Kathe Sackler, and Mortimer D.A. Sackler) 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.



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## 3. General Terms

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

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

This Agreement does not apply to funds received by California[1] pursuant to Section IX of the Mylan Settlement Agreement, including payments for Private Attorney Fees and the Additional Remediation Amount.

## 4. State Allocation

The Settlement Fund payments to California, pursuant to the Mylan 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 Mylan 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

[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.

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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 Mylan 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 the county is a CA Participating Subdivision; provided, however, that if a city currently receives direct payment of its share of funds in the National Opioids Settlement with Distributors Cencora, Inc. (f/k/a AmerisourceBergenCorporation), Cardinal Health, Inc., and McKesson Corporation (the "Distributors Settlement"), that city's Local Allocation amount will be paid directly to the city. If a city later changes or has already changed its distribution election in the Distributors Settlement, that change in election will apply here, provided that the change in election is received by the settlement administrator 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 Mylan 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 Mylan Settlement Agreement and this CA Mylan 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.

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### 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 Mylan 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;

(5) interventions to prevent drug addiction in vulnerable youth, including but not limited to, youth in foster care, juvenile justice-impacted youth, youth experiencing adversities related to socioeconomic status, and unhoused youth; and/or

(6) the purchase of naloxone for distribution and efforts to expand access to naloxone for opioid overdose reversals.

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 Mylan 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 Mylan Settlement Agreement and this CA Mylan 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



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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 Mylan Settlement Agreement and this CA Mylan Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Mylan Settlement Agreement or this CA Mylan 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 Mylan Settlement Agreement or this CA Mylan 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 Mylan Settlement Agreement and this CA Mylan Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation.



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However, in no event shall more than one third (5% out of the 15%) of CA Subdivision Funds be used for litigation-related fees and expenses.

### 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 settlement agreements with other Opioid Defendants.

A Plaintiff Subdivision may separately agree to use up to one-third (5% out of the 15%) of 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 Mylan Settlement Agreement and the MDL Fees Order, provided that: (1) such payments, together with any payments to contingency-fee counsel from the Private Attorneys Fee amount related to such Plaintiff Subdivision, do not exceed 15% of a Plaintiff Subdivision's total gross recovery under this Mylan Settlement Agreement; and (2) the Plaintiff Subdivision certifies that any payments made under a State Back-Stop agreement will be made in accordance with the 95% Opioid Abatement use requirements under Section V(B)(1) of the Mylan Settlement 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 Mylan 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 2 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 2. 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.

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## 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 Mylan Settlement Agreement and this CA Mylan 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 Mylan Settlement Agreement and this CA Mylan 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 Mylan Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Mylan.

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 Mylan 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 Mylan Settlement Agreement, this CA Mylan Allocation Agreement is not enforceable by any party other than the State and the CA Participating



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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 Mylan 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 Mylan Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

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

Signature: _____

Name: _____

Title: _____

Date: _____

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# 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—Mylan 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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APPENDIX 1

| | | | 100.000% | 100.000% | 100.000% |
|---|---|---|---|---|---|
| **Participating Subdivision Classification** | **Participating Subdivision** | **County** | **Abatement Percentage** | **Plaintiff Subdivision Percentage** | **Weighted Allcation Percentage** |
| County | ***Alameda County*** | 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 | ***Amador County*** | Amador | 0.226% | 0.277% | **0.2349885%** |
| County | ***Butte County*** | Butte | 1.615% | 1.975% | **1.6783178%** |
| City | Chico | Butte | 0.216% | 0.264% | **0.2246499%** |
| City | Oroville | Butte | 0.079% | | **0.0646595%** |
| County | ***Calaveras County*** | Calaveras | 0.226% | 0.277% | **0.2351644%** |
| County | ***Colusa County*** | Colusa | 0.059% | | **0.0489221%** |
| County | ***Contra Costa County*** | 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%** |
| **Participating Subdivision Classification** | **Participating Subdivision** | **County** | **Abatement Percentage** | **Plaintiff Subdivision Percentage** | **Weighted Allcation Percentage** |
| City | Lafayette | Contra Costa | 0.006% | | **0.0046030%** |





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| | | | | | |
|---|---|---|---|---|---|
| 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 | ***Del Norte County*** | Del Norte | 0.114% | 0.140% | **0.1189608%** |
| County | ***El Dorado County*** | 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 | ***Fresno County*** | 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 | ***Glenn County*** | Glenn | 0.107% | 0.131% | **0.1116978%** |
| County | ***Humboldt County*** | Humboldt | 1.030% | 1.260% | **1.0703185%** |
| **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 | ***Imperial County*** | Imperial | 0.258% | 0.315% | **0.2679006%** |
| City | Brawley | Imperial | 0.011% | | **0.0087986%** |

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| | | | | | |
|---|---|---|---|---|---|
| City | Calexico | Imperial | 0.019% | | **0.0152799%** |
| City | El Centro | Imperial | 0.158% | | **0.1302522%** |
| City | Imperial | Imperial | 0.006% | | **0.0048791%** |
| County | ***Inyo County*** | Inyo | 0.073% | 0.089% | **0.0754413%** |
| County | ***Kern County*** | 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 | ***Kings County*** | 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 | ***Lake County*** | Lake | 0.795% | | **0.6545389%** |
| City | Clearlake | Lake | 0.041% | 0.050% | **0.0426253%** |
| City | Lakeport | Lake | 0.021% | 0.026% | **0.0222964%** |
| County | ***Lassen County*** | Lassen | 0.319% | 0.391% | **0.3320610%** |
| City | Susanville | Lassen | 0.027% | | **0.0219295%** |
| County | ***Los Angeles County*** | Los Angeles | 13.896% | 16.999% | **14.4437559%** |
| **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%** |

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| | | | | | |
|---|---|---|---|---|---|
| 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%** |
| **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 Canada 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** % |

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| | | | | | |
|---|---|---|---|---|---|
| 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%** |
| **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%** |





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| 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%** |

| **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%** |





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| | | | | | |
|---|---|---|---|---|---|
| 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%** |
| **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%** |





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| 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%** |
| **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%** |

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APPENDIX 1

| | | | | | |
|---|---|---|---|---|---|
| County | ***Sacramento County*** | Sacramento | 3.797% | 4.645% | **3.9465887%** |
| **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 | ***San Benito County*** | San Benito | 0.106% | 0.130% | **0.1101417%** |
| City | Hollister | San Benito | 0.027% | | **0.0225355%** |
| County | ***San Bernardino County*** | 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%** |
| **Participating Subdivision Classification** | **Participating Subdivision** | **County** | **Abatement Percentage** | **Plaintiff Subdivision Percentage** | **Weighted Allcation Percentage** |

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| | | | | | |
|---|---|---|---|---|---|
| City | Yucca Valley | San Bernardino | 0.003% | | **0.0021228%** |
| County | ***San Diego County*** | 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 | ***San Francisco*** | San Francisco | 3.026% | 3.702% | **3.1457169%** |
| County | ***San Joaquin County*** | 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 | ***San Luis Obispo County*** | 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%** |
| **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%** |





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| | | | | | |
|---|---|---|---|---|---|
| County | ***San Mateo County*** | 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 | ***Santa Barbara County*** | 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 | ***Santa Clara County*** | 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%** |
| **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%** |





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| | | | | | |
|---|---|---|---|---|---|
| City | Saratoga | Santa Clara | 0.004% | | **0.0034161%** |
| City | Sunnyvale | Santa Clara | 0.053% | | **0.0434069%** |
| County | ***Santa Cruz County*** | 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 | ***Shasta County*** | 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 | ***Siskiyou County*** | Siskiyou | 0.228% | 0.279% | **0.2373393%** |
| County | ***Solano County*** | 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 | ***Sonoma County*** | Sonoma | 1.218% | 1.490% | **1.2661290%** |
| City | Healdsburg | Sonoma | 0.032% | | **0.0266929%** |
| City | Petaluma | Sonoma | 0.081% | | **0.0667507%** |
| **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 | ***Stanislaus County*** | 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%** |





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| | | | | | |
|---|---|---|---|---|---|
| County | ***Sutter County*** | Sutter | 0.306% | 0.374% | **0.3179548%** |
| City | Yuba City | Sutter | 0.074% | | **0.0606242%** |
| County | ***Tehama County*** | Tehama | 0.213% | 0.261% | **0.2216654%** |
| City | Red Bluff | Tehama | 0.014% | | **0.0117771%** |
| County | ***Trinity County*** | Trinity | 0.082% | 0.101% | **0.0855476%** |
| County | ***Tulare County*** | 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 | ***Tuolumne County*** | Tuolumne | 0.486% | 0.594% | **0.5047621%** |
| County | ***Ventura County*** | 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%** |
| **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 | ***Yolo County*** | 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 | ***Yuba County*** | Yuba | 0.214% | 0.262% | **0.2225679%** |
| City | Marysville | Yuba | 0.014% | | **0.0112079%** |

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# APPENDIX 2

## 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 Mylan 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 Mylan Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Mylan Settlement Agreement and CA Mylan Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Mylan Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL] from [SUBDIVISION'S] CA Subdivision Fund allocation will not exceed [PERCENTAGE NOT TO EXCEED ONE-THIRD OR 5% OUT OF THE 15%] out of the [SUBDIVISION'S] 15% CA Subdivision Fund allocation; provided further that such payments, together with any contingency-fees that [COUNSEL] may receive from the 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 Mylan Settlement Agreement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Mylan 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 Mylan 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] |

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# Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Sun Settlement

## 1. Introduction

Pursuant to the Sun Settlement Agreement, dated as of April 4, 2025, and any revision thereto (the "Sun Settlement Agreement"), including Section VI and Exhibit O, the State of California proposes this agreement (the "CA Sun Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections V and VI of the Sun Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Section X of the Sun Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Sun Settlement Agreement, acceptance of this CA Sun 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 Sun Settlement Agreement.

b) *CA Litigating Special District* means a Litigating Special District located in California.

c) *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.

d) *Opioid Defendant* means any defendant including but not limited to Alvogen, Inc. Amneal Pharmaceuticals LLC; Apotex Corp., Hikma Pharmaceuticals USA Inc. f/k/a West-Ward Pharmaceuticals Corp.; Indivior Inc.; Viatris Inc. ("Mylan"); Sun Pharmaceutical Industries, Inc.; Zydus Pharmaceuticals (USA) Inc.; Kroger Co., 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., Cencora, Inc. f/k/a AmerisourceBergen Corporation, McKesson Corporation, Dr. Richard S. Sackler, Beverly Sackler, Jonathan Sackler, David Sackler, Marianna Sackler, Theresa Sackler, Ilene Sackler Lefcourt, Dr. Kathe Sackler, and Mortimer D.A. Sackler) 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.



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## 3. General Terms

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

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

This Agreement does not apply to funds received by California[1] pursuant to Section X of the Sun Settlement Agreement, including payments for Private Attorney Fees and the Additional Remediation Amount.

## 4. State Allocation

The Settlement Fund payments to California, pursuant to the Sun 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 Sun 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

[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.

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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 Sun 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 the county is a CA Participating Subdivision; provided, however, that if a city currently receives direct payment of its share of funds in the National Opioids Settlement with Distributors Cencora, Inc. (f/k/a AmerisourceBergenCorporation), Cardinal Health, Inc., and McKesson Corporation (the "Distributors Settlement"), that city's Local Allocation amount will be paid directly to the city. If a city later changes or has already changed its distribution election in the Distributors Settlement, that change in election will apply here, provided that the change in election is received by the settlement administrator 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 Sun 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 Sun Settlement Agreement and this CA Sun 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.

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### 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 Sun 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;

(5) interventions to prevent drug addiction in vulnerable youth, including but not limited to, youth in foster care, juvenile justice-impacted youth, youth experiencing adversities related to socioeconomic status, and unhoused youth; and/or

(6) the purchase of naloxone for distribution and efforts to expand access to naloxone for opioid overdose reversals.

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 Sun 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 Sun Settlement Agreement and this CA Sun 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



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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 Sun Settlement Agreement and this CA Sun Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Sun Settlement Agreement or this CA Sun 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 Sun Settlement Agreement or this CA Sun 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 Sun Settlement Agreement and this CA Sun Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation.



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However, in no event shall more than one third (5% out of the 15%) of CA Subdivision Funds be used for litigation-related fees and expenses.

### 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 settlement agreements with other Opioid Defendants.

A Plaintiff Subdivision may separately agree to use up to one-third (5% out of the 15%) of 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 Sun Settlement Agreement and the MDL Fees Order, provided that: (1) such payments, together with any payments to contingency-fee counsel from the Private Attorneys Fee amount related to such Plaintiff Subdivision, do not exceed 15% of a Plaintiff Subdivision's total gross recovery under this Sun Settlement Agreement; and (2) the Plaintiff Subdivision certifies that any payments made under a State Back-Stop agreement will be made in accordance with the 95% Opioid Abatement use requirements under Section VI(B)(1) of the Sun Settlement 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 Sun 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 2 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 2. 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.

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## 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 Sun Settlement Agreement and this CA Sun 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 Sun Settlement Agreement and this CA Sun 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 VI(B)(2) of the Sun Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Sun.

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 Sun 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 Sun Settlement Agreement, this CA Sun Allocation Agreement is not enforceable by any party other than the State and the CA Participating



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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 Sun 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 Sun Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.



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

Signature: _____

Name: _____

Title: _____

Date: _____

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# 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—Sun 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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APPENDIX 1

| | | | 100.000% | 100.000% | 100.000% |
|---|---|---|---|---|---|
| **Participating Subdivision Classification** | **Participating Subdivision** | **County** | **Abatement Percentage** | **Plaintiff Subdivision Percentage** | **Weighted Allcation Percentage** |
| County | ***Alameda County*** | 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 | ***Amador County*** | Amador | 0.226% | 0.277% | **0.2349885%** |
| County | ***Butte County*** | Butte | 1.615% | 1.975% | **1.6783178%** |
| City | Chico | Butte | 0.216% | 0.264% | **0.2246499%** |
| City | Oroville | Butte | 0.079% | | **0.0646595%** |
| County | ***Calaveras County*** | Calaveras | 0.226% | 0.277% | **0.2351644%** |
| County | ***Colusa County*** | Colusa | 0.059% | | **0.0489221%** |
| County | ***Contra Costa County*** | 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%** |
| **Participating Subdivision Classification** | **Participating Subdivision** | **County** | **Abatement Percentage** | **Plaintiff Subdivision Percentage** | **Weighted Allcation Percentage** |
| City | Lafayette | Contra Costa | 0.006% | | **0.0046030%** |





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| | | | | | |
|---|---|---|---|---|---|
| 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 | ***Del Norte County*** | Del Norte | 0.114% | 0.140% | **0.1189608%** |
| County | ***El Dorado County*** | 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 | ***Fresno County*** | 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 | ***Glenn County*** | Glenn | 0.107% | 0.131% | **0.1116978%** |
| County | ***Humboldt County*** | Humboldt | 1.030% | 1.260% | **1.0703185%** |
| **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 | ***Imperial County*** | Imperial | 0.258% | 0.315% | **0.2679006%** |
| City | Brawley | Imperial | 0.011% | | **0.0087986%** |

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APPENDIX 1

| | | | | | |
|---|---|---|---|---|---|
| City | Calexico | Imperial | 0.019% | | **0.0152799%** |
| City | El Centro | Imperial | 0.158% | | **0.1302522%** |
| City | Imperial | Imperial | 0.006% | | **0.0048791%** |
| County | ***Inyo County*** | Inyo | 0.073% | 0.089% | **0.0754413%** |
| County | ***Kern County*** | 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 | ***Kings County*** | 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 | ***Lake County*** | Lake | 0.795% | | **0.6545389%** |
| City | Clearlake | Lake | 0.041% | 0.050% | **0.0426253%** |
| City | Lakeport | Lake | 0.021% | 0.026% | **0.0222964%** |
| County | ***Lassen County*** | Lassen | 0.319% | 0.391% | **0.3320610%** |
| City | Susanville | Lassen | 0.027% | | **0.0219295%** |
| County | ***Los Angeles County*** | Los Angeles | 13.896% | 16.999% | **14.4437559%** |
| **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%** |

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| | | | | | |
|---|---|---|---|---|---|
| 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%** |
| **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 Canada 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** % |

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| | | | | | |
|---|---|---|---|---|---|
| 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%** |
| **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%** |





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| 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%** |

| **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%** |





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| | | | | | |
|---|---|---|---|---|---|
| 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%** |
| **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%** |





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| 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%** |
| **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%** |

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APPENDIX 1

| | | | | | |
|---|---|---|---|---|---|
| County | ***Sacramento County*** | Sacramento | 3.797% | 4.645% | **3.9465887%** |
| **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 | ***San Benito County*** | San Benito | 0.106% | 0.130% | **0.1101417%** |
| City | Hollister | San Benito | 0.027% | | **0.0225355%** |
| County | ***San Bernardino County*** | 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%** |
| **Participating Subdivision Classification** | **Participating Subdivision** | **County** | **Abatement Percentage** | **Plaintiff Subdivision Percentage** | **Weighted Allcation Percentage** |

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| | | | | | |
|---|---|---|---|---|---|
| City | Yucca Valley | San Bernardino | 0.003% | | **0.0021228%** |
| County | ***San Diego County*** | 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 | ***San Francisco*** | San Francisco | 3.026% | 3.702% | **3.1457169%** |
| County | ***San Joaquin County*** | 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 | ***San Luis Obispo County*** | 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%** |
| **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%** |





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| | | | | | |
|---|---|---|---|---|---|
| County | ***San Mateo County*** | 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 | ***Santa Barbara County*** | 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 | ***Santa Clara County*** | 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%** |
| **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%** |





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| | | | | | |
|---|---|---|---|---|---|
| City | Saratoga | Santa Clara | 0.004% | | **0.0034161%** |
| City | Sunnyvale | Santa Clara | 0.053% | | **0.0434069%** |
| County | ***Santa Cruz County*** | 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 | ***Shasta County*** | 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 | ***Siskiyou County*** | Siskiyou | 0.228% | 0.279% | **0.2373393%** |
| County | ***Solano County*** | 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 | ***Sonoma County*** | Sonoma | 1.218% | 1.490% | **1.2661290%** |
| City | Healdsburg | Sonoma | 0.032% | | **0.0266929%** |
| City | Petaluma | Sonoma | 0.081% | | **0.0667507%** |
| **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 | ***Stanislaus County*** | 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%** |





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| | | | | | |
|---|---|---|---|---|---|
| County | ***Sutter County*** | Sutter | 0.306% | 0.374% | **0.3179548%** |
| City | Yuba City | Sutter | 0.074% | | **0.0606242%** |
| County | ***Tehama County*** | Tehama | 0.213% | 0.261% | **0.2216654%** |
| City | Red Bluff | Tehama | 0.014% | | **0.0117771%** |
| County | ***Trinity County*** | Trinity | 0.082% | 0.101% | **0.0855476%** |
| County | ***Tulare County*** | 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 | ***Tuolumne County*** | Tuolumne | 0.486% | 0.594% | **0.5047621%** |
| County | ***Ventura County*** | 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%** |
| **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 | ***Yolo County*** | 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 | ***Yuba County*** | Yuba | 0.214% | 0.262% | **0.2225679%** |
| City | Marysville | Yuba | 0.014% | | **0.0112079%** |

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# APPENDIX 2

## 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 Sun 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 Sun Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Sun Settlement Agreement and CA Sun Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Sun Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL] from [SUBDIVISION'S] CA Subdivision Fund allocation will not exceed [PERCENTAGE NOT TO EXCEED ONE-THIRD OR 5% OUT OF THE 15%] out of the [SUBDIVISION'S] 15% CA Subdivision Fund allocation; provided further that such payments, together with any contingency-fees that [COUNSEL] may receive from the 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 Sun Settlement Agreement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Sun 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 Sun 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] |

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# Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Zydus Settlement

## 1. Introduction

Pursuant to the Zydus Settlement Agreement, dated as of April 4, 2025, and any revision thereto (the "Zydus Settlement Agreement"), including Section VI and Exhibit O, the State of California proposes this agreement (the "CA Zydus Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections V and VI of the Zydus Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Section X of the Zydus Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Zydus Settlement Agreement, acceptance of this CA Zydus 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 Zydus Settlement Agreement.

b) *CA Litigating Special District* means a Litigating Special District located in California.

c) *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.

d) *Opioid Defendant* means any defendant including but not limited to Alvogen, Inc. Amneal Pharmaceuticals LLC; Apotex Corp., Hikma Pharmaceuticals USA Inc. f/k/a West-Ward Pharmaceuticals Corp.; Indivior Inc.; Viatris Inc. ("Mylan"); Sun Pharmaceutical Industries, Inc.; Zydus Pharmaceuticals (USA) Inc.; Kroger Co., 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., Cencora, Inc. f/k/a AmerisourceBergen Corporation, McKesson Corporation, Dr. Richard S. Sackler, Beverly Sackler, Jonathan Sackler, David Sackler, Marianna Sackler, Theresa Sackler, Ilene Sackler Lefcourt, Dr. Kathe Sackler, and Mortimer D.A. Sackler) 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.



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## 3. General Terms

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

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

This Agreement does not apply to funds received by California[1] pursuant to Section X of the Zydus Settlement Agreement, including payments for Private Attorney Fees and the Additional Remediation Amount.

## 4. State Allocation

The Settlement Fund payments to California, pursuant to the Zydus 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 Zydus 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

[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.

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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 Zydus 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 the county is a CA Participating Subdivision; provided, however, that if a city currently receives direct payment of its share of funds in the National Opioids Settlement with Distributors Cencora, Inc. (f/k/a AmerisourceBergenCorporation), Cardinal Health, Inc., and McKesson Corporation (the "Distributors Settlement"), that city's Local Allocation amount will be paid directly to the city. If a city later changes or has already changed its distribution election in the Distributors Settlement, that change in election will apply here, provided that the change in election is received by the settlement administrator 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 Zydus 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 Zydus Settlement Agreement and this CA Zydus 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.

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### 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 Zydus 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;

(5) interventions to prevent drug addiction in vulnerable youth, including but not limited to, youth in foster care, juvenile justice-impacted youth, youth experiencing adversities related to socioeconomic status, and unhoused youth; and/or

(6) the purchase of naloxone for distribution and efforts to expand access to naloxone for opioid overdose reversals.

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 Zydus 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 Zydus Settlement Agreement and this CA Zydus 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



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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 Zydus Settlement Agreement and this CA Zydus Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Zydus Settlement Agreement or this CA Zydus 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 Zydus Settlement Agreement or this CA Zydus 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 Zydus Settlement Agreement and this CA Zydus Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation.



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However, in no event shall more than one third (5% out of the 15%) of CA Subdivision Funds be used for litigation-related fees and expenses.

### 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 settlement agreements with other Opioid Defendants.

A Plaintiff Subdivision may separately agree to use up to one-third (5% out of the 15%) of 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 Zydus Settlement Agreement and the MDL Fees Order, provided that: (1) such payments, together with any payments to contingency-fee counsel from the Private Attorneys Fee amount related to such Plaintiff Subdivision, do not exceed 15% of a Plaintiff Subdivision's total gross recovery under this Zydus Settlement Agreement; and (2) the Plaintiff Subdivision certifies that any payments made under a State Back-Stop agreement will be made in accordance with the 95% Opioid Abatement use requirements under Section VI(B)(1) of the Zydus Settlement 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 Zydus 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 2 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 2. 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.

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## 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 Zydus Settlement Agreement and this CA Zydus 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 Zydus Settlement Agreement and this CA Zydus 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 VI(B)(2) of the Zydus Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Zydus.

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 Zydus 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 Zydus Settlement Agreement, this CA Zydus Allocation Agreement is not enforceable by any party other than the State and the CA Participating



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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 Zydus 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 Zydus Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

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

Signature: _____

Name: _____

Title: _____

Date: _____

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# 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—Zydus 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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APPENDIX 1

| | | | 100.000% | 100.000% | 100.000% |
|---|---|---|---|---|---|
| **Participating Subdivision Classification** | **Participating Subdivision** | **County** | **Abatement Percentage** | **Plaintiff Subdivision Percentage** | **Weighted Allcation Percentage** |
| County | ***Alameda County*** | 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 | ***Amador County*** | Amador | 0.226% | 0.277% | **0.2349885%** |
| County | ***Butte County*** | Butte | 1.615% | 1.975% | **1.6783178%** |
| City | Chico | Butte | 0.216% | 0.264% | **0.2246499%** |
| City | Oroville | Butte | 0.079% | | **0.0646595%** |
| County | ***Calaveras County*** | Calaveras | 0.226% | 0.277% | **0.2351644%** |
| County | ***Colusa County*** | Colusa | 0.059% | | **0.0489221%** |
| County | ***Contra Costa County*** | 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%** |
| **Participating Subdivision Classification** | **Participating Subdivision** | **County** | **Abatement Percentage** | **Plaintiff Subdivision Percentage** | **Weighted Allcation Percentage** |
| City | Lafayette | Contra Costa | 0.006% | | **0.0046030%** |





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| | | | | | |
|---|---|---|---|---|---|
| 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 | ***Del Norte County*** | Del Norte | 0.114% | 0.140% | **0.1189608%** |
| County | ***El Dorado County*** | 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 | ***Fresno County*** | 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 | ***Glenn County*** | Glenn | 0.107% | 0.131% | **0.1116978%** |
| County | ***Humboldt County*** | Humboldt | 1.030% | 1.260% | **1.0703185%** |
| **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 | ***Imperial County*** | Imperial | 0.258% | 0.315% | **0.2679006%** |
| City | Brawley | Imperial | 0.011% | | **0.0087986%** |

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APPENDIX 1

| | | | | | |
|---|---|---|---|---|---|
| City | Calexico | Imperial | 0.019% | | **0.0152799%** |
| City | El Centro | Imperial | 0.158% | | **0.1302522%** |
| City | Imperial | Imperial | 0.006% | | **0.0048791%** |
| County | ***Inyo County*** | Inyo | 0.073% | 0.089% | **0.0754413%** |
| County | ***Kern County*** | 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 | ***Kings County*** | 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 | ***Lake County*** | Lake | 0.795% | | **0.6545389%** |
| City | Clearlake | Lake | 0.041% | 0.050% | **0.0426253%** |
| City | Lakeport | Lake | 0.021% | 0.026% | **0.0222964%** |
| County | ***Lassen County*** | Lassen | 0.319% | 0.391% | **0.3320610%** |
| City | Susanville | Lassen | 0.027% | | **0.0219295%** |
| County | ***Los Angeles County*** | Los Angeles | 13.896% | 16.999% | **14.4437559%** |
| **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%** |

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| | | | | | |
|---|---|---|---|---|---|
| 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%** |
| **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 Canada 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** % |

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| | | | | | |
|---|---|---|---|---|---|
| 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%** |
| **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%** |





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| 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%** |

| **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%** |





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| | | | | | |
|---|---|---|---|---|---|
| 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%** |
| **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%** |





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| 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%** |
| **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%** |

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APPENDIX 1

| | | | | | |
|---|---|---|---|---|---|
| County | ***Sacramento County*** | Sacramento | 3.797% | 4.645% | **3.9465887%** |
| **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 | ***San Benito County*** | San Benito | 0.106% | 0.130% | **0.1101417%** |
| City | Hollister | San Benito | 0.027% | | **0.0225355%** |
| County | ***San Bernardino County*** | 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%** |
| **Participating Subdivision Classification** | **Participating Subdivision** | **County** | **Abatement Percentage** | **Plaintiff Subdivision Percentage** | **Weighted Allcation Percentage** |

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| | | | | | |
|---|---|---|---|---|---|
| City | Yucca Valley | San Bernardino | 0.003% | | **0.0021228%** |
| County | ***San Diego County*** | 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 | ***San Francisco*** | San Francisco | 3.026% | 3.702% | **3.1457169%** |
| County | ***San Joaquin County*** | 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 | ***San Luis Obispo County*** | 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%** |
| **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%** |





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| | | | | | |
|---|---|---|---|---|---|
| County | ***San Mateo County*** | 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 | ***Santa Barbara County*** | 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 | ***Santa Clara County*** | 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%** |
| **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%** |





Docusign Envelope ID: D470C6C5-54D0-42B7-BDFD-F34EDBD62F02



| | | | | | |
|---|---|---|---|---|---|
| City | Saratoga | Santa Clara | 0.004% | | **0.0034161%** |
| City | Sunnyvale | Santa Clara | 0.053% | | **0.0434069%** |
| County | ***Santa Cruz County*** | 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 | ***Shasta County*** | 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 | ***Siskiyou County*** | Siskiyou | 0.228% | 0.279% | **0.2373393%** |
| County | ***Solano County*** | 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 | ***Sonoma County*** | Sonoma | 1.218% | 1.490% | **1.2661290%** |
| City | Healdsburg | Sonoma | 0.032% | | **0.0266929%** |
| City | Petaluma | Sonoma | 0.081% | | **0.0667507%** |
| **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 | ***Stanislaus County*** | 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%** |





Docusign Envelope ID: D470C6C5-54D0-42B7-BDFD-F34EDBD62F02



| | | | | | |
|---|---|---|---|---|---|
| County | ***Sutter County*** | Sutter | 0.306% | 0.374% | **0.3179548%** |
| City | Yuba City | Sutter | 0.074% | | **0.0606242%** |
| County | ***Tehama County*** | Tehama | 0.213% | 0.261% | **0.2216654%** |
| City | Red Bluff | Tehama | 0.014% | | **0.0117771%** |
| County | ***Trinity County*** | Trinity | 0.082% | 0.101% | **0.0855476%** |
| County | ***Tulare County*** | 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 | ***Tuolumne County*** | Tuolumne | 0.486% | 0.594% | **0.5047621%** |
| County | ***Ventura County*** | 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%** |
| **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 | ***Yolo County*** | 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 | ***Yuba County*** | Yuba | 0.214% | 0.262% | **0.2225679%** |
| City | Marysville | Yuba | 0.014% | | **0.0112079%** |

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# APPENDIX 2

## 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 Zydus 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 Zydus Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Zydus Settlement Agreement and CA Zydus Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Zydus Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL] from [SUBDIVISION'S] CA Subdivision Fund allocation will not exceed [PERCENTAGE NOT TO EXCEED ONE-THIRD OR 5% OUT OF THE 15%] out of the [SUBDIVISION'S] 15% CA Subdivision Fund allocation; provided further that such payments, together with any contingency-fees that [COUNSEL] may receive from the 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 Zydus Settlement Agreement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Zydus 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 Zydus 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] |

# CITY OF CYPRESS

# CITY COUNCIL REPORT

City Council Regular Item # 7.

FROM: Fred Galante, City Attorney

DATE: 12/13/2021

SUBJECT: **Approve Participation in the National Opioid Settlements**

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RECOMMENDATION

That the City Council consider and take the following actions:

1. Approve Settlement Participation Form for the City's participation in the National Opioid Settlement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation; and

2. Approve Settlement Participation Form for the City's participation in the National Opioid Settlement with Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.; and

3. Approve the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Distributor Settlement; and

4. Approve the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Janssen Settlement; and

5. Adopt a Resolution approving and authorizing the City Manager to execute the documents identified in Recommendation Nos. 1 through 4; and

6. Authorize the City Manager to carry out all necessary acts such that the City can participate in the National Opioid Settlements, including, but not limited to, the transmittal of the executed documents in Recommendation Nos. 1 through 4.

SUMMARY

Various states, counties, and cities have been in litigation with the McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation. (collectively, the "Distributors") and Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively, the "Manufacturer") (for purposes of this report, the Distributors and Manufacturer are collectively referred to as the "Settling Defendants"). The litigation concerns the distribution and manufacture of opioids that have contributed to the opioid addiction epidemic in the United States. Two tentative settlements have been reached with the Distributors and Manufacturer, respectively ("National Opioids Settlements"). A "critical mass" of participation by

states, cities and counties must be achieved in order to proceed. This critical mass is determined by the Settling Defendants in their sole discretion. If a critical mass is not achieved, then the National Opioids Settlements do not proceed and the litigation continues. There are two parts to achieving critical mass: first, a critical mass of states must be achieved and, second, a critical mass of cities and counties must be achieved. At this stage, a critical mass of state participation has already occurred.

DISCUSSION

Assuming there is a critical mass to proceed, the payout amounts under the settlements with the Settling Defendants is contingent upon various factors, including the number of states, cities, and counties participating, with a maximum payout of $21 billion over the course of 18 years by the Distributors and $5 billion over no more than nine years by the Manufacturer to all participating entities. A fraction of that amount will be received by California, its counties, and cities. The actual amount for the City is dependent on a number of variables, including, but not limited to, the number of California cities and counties participating, whether or not cities later sue the Settling Defendants, and certain actions that may be taken by the State of California. Further, the City's share of the potential amount is determined using three factors: (1) Opioid use disorder; (2) Opioid deaths; and (3) Opioid dosage. If the City participates, the funds will automatically be allocated to the County unless the City opts to receive the funds directly; however, there are certain reporting and tracking requirements if the City receives the funds directly (see below).

By participating in the National Opioid Settlements, the City would be agreeing to a very broad release of claims relating in any way to opioids against the Settling Defendants, which includes both known and unknown claims. However, not participating and litigating on its own means that the City is required to comply with very strict deadlines with respect to litigation.

The National Opioids Settlements will allow for a range of approved abatement uses, which includes a range of intervention, treatment, education, and recovery services. However, the use of funds are restricted to the abatement uses, including 50% per calendar year on high impact abatement uses, identified in the settlements (see, e.g., Attachments 3 and 4, and Exhibit E of Attachments 6 and 7). There are also significant public reporting and tracking requirements on the expenditures for such funds, which may make County receipt and expenditure of such funds more desirable. For example, the settlement with the Manufacturer would require the following reporting and tracking:

1. Preparation of annual written reports regarding the use of the funds. This report must include a certification that all funds received have been used in compliance with the Manufacturer settlement agreements. This report must be in a form that is approved by the California Department of Health Care Services ("DHCS").
2. The City would be required to track all deposits and expenditures.
3. Funds not used for a permitted purpose must be identified and included in the annual report (including any attorneys' fees, investigation costs, or litigation costs). This information must also be reported to the Manufacturer and the settlement fund administrator.

In terms of enforcement, if DHCS believes that the use of settlement funds is inconsistent with the requirements, it must meet and confer with subdivision (i.e., the City), and if not resolved, DHCS may perform an audit. If the issue is not resolved, DHCS can bring a motion or action in court to resolve the concern or to enforce the terms of the settlement agreement/state-allocation agreement. There are also time limits on expenditure where money not expended or encumbered within 5 years of receipt must be transferred to the State. However, these requirements only apply to the City if it elects to receive direct distribution and does not apply if the funds go to the County.

The National Opioids Settlements also provide for injunctive relief that requires changes to the Distributors' and Manufacturer's conduct. This includes the creation of a clearinghouse through which the Distributors will be required to account for their own shipments and the shipments of the

other distributors, in order to detect, stop, and report suspicious opioids orders. In addition, the Manufacturer (which ceased marketing opioids in 2015 and ceased selling opioids in 2020) will not market or sell any opioid products in the next ten years and has agreed to cease lobbying concerning prescription opioids for ten years.

Approval of Recommendation Nos. 1 and 2 would authorize the City to participate in the National Opioid Settlements with the Settling Defendants on the terms and conditions of those settlement agreements. (Attachments 1 and 2)

Approval of Recommendation Nos. 3 and 4 would approve agreements with the State of California on the distribution and use of settlement funds, consistent with the National Settlement Agreements. (Attachments 3 and 4)

Approval of Recommendation No. 5 would approve and authorize the City Manager to execute all documentation necessary to participate in the National Opioid Settlements. (Attachment 5)

Approval of Recommendation No. 6 would authorize the City Manager to carry out all necessary acts to allow the City to participate in the National Opioid Settlements, including the transmittal of the above-mentioned executed documents.

**City Council approval and authorization to execute, submit, and receipt of all required documents must be completed before January 2, 2022.**

BUDGET IMPACT

Use of funds are restricted to the abatement of impacts of the opioid epidemic, including 50% per calendar year on high impact abatement uses, identified in the settlements. The actual amounts the City will receive depends on various factors, such as the number of California jurisdictions that participate in the settlement.

LEGAL REVIEW

The City Attorney prepared the report.

**APPROVED BY:** Peter Grant, City Manager

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Attachments

Attachment 1 - Nat'l Opioid Settlement Form

Attachment 2 - Janssen Opioid Settlement Form

Attachment 3 - Final State Agreement Distributors Settlement

Attachment 4 - Final State Janssen Agreement Settlement

Attachment 5 - Resolution Authorizing CM to Sign Settlement

Attachment 6 - Final Distributor Settlement Agreement

Attachment 7 - Janssen Agreement

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**CITY OF CYPRESS**

**CITY COUNCIL REPORT**

**City Council Regular** **5.**

**FROM:** Nick Mangkalakiri, Director of Public Works

**DATE:** 09/22/2025

**SUBJECT:** **Accept the Residential Street Resurfacing, Project 376**

## RECOMMENDATION

1. Accept the Residential Street Resurfacing, Project 376, in the amount of $1,797,543.94 and approve the final payment of $89,877.20 to All American Asphalt; and

2. Authorize the City Engineer to file a Notice of Completion with the County Recorder.

## DISCUSSION

In November 2024, the City Council awarded a construction contract to All American Asphalt for the annual Residential Street Resurfacing project. The project resurfaced over 26 lane miles of various residential streets. The work began in March 2025 and was substantially complete in June, with final completion delayed until August 2025.

Public Works will release the Labor and Materials Bond and the Faithful Performance Bond upon expiration of the required lien period.

## BUDGET IMPACT

The original estimated cost of construction and inspection was $1,926,023.30, and final project costs total $1,881,017.21, as summarized in the attached table. Sufficient amounts were included in the FY 2024-25 Budget in the City Capital Projects Fund to pay for the project.

## LEGAL REVIEW

None required.

**APPROVED BY:** Sean Joyce, City Manager

## Attachments

Cost Table

# PROJECT COST TABLE

**Residential Street Resurfacing**
**Project 376**

| Item Description | Original Amount | Actual Expenditures | Difference |
|---|---|---|---|
| **Construction** | | | |
| Construction | $ 1,602,362.70 | $ 1,602,362.70 | $ - |
| Construction Contingency | $ 240,000.00 | $ 195,181.24 * | $ 44,818.76 |
| Sub-total Construction | $ 1,842,362.70 | $ 1,797,543.94 | $ 44,818.76 |
| **Construction Management & Inspection** | | | |
| Inspection | $ 72,748.60 | $ 72,748.60 | $ - |
| Inspection Contingency | $ 10,912.00 | $ 10,724.67 | $ 187.33 |
| Sub-total Construction Inspection | $ 83,660.60 | $ 83,473.27 | $ 187.33 |
| **Total Project** | **$ 1,926,023.30** | **$ 1,881,017.21** | **$ 45,006.09** |

* Includes change orders for additional asphalt repairs and striping.

Note: CM/Inspection expenditures are based on actual hours inspectors are needed on the job site. This figure will vary for each job based on actual project duration, required special inspections/material testing and other factors. Original Contract Amounts are cost estimates/proposals based on the project description, scope of work, and anticipated needs.

**CITY OF CYPRESS**

**CITY COUNCIL REPORT**

**City Council Regular** **6.**

**FROM:** Alicia Velasco, Planning Director

**DATE:** 09/22/2025

**SUBJECT: Approve an Increase to a Task Order with LSA for an Environmental Impact Report for a Vesting Tentative Tract Map at Los Alamitos Race Course**

## RECOMMENDATION

Increase the task order with LSA for preparation of an Environmental Impact Report to $255,000 and authorize a contingency of $25,500.

## DISCUSSION

On March 25, 2024, the City Council approved a $212,000 task order with LSA to prepare an Environmental Impact Report (EIR) for a Vesting Tentative Tract map (VTTM) to subdivide the Los Alamitos Race Course (LARC) property. The VTTM proposes to divide the 152-acre property into 18 parcels. The EIR is required to analyze the project for any potential environmental impacts and determine applicable mitigation measures that could be included as conditions of approval. Although the EIR was anticipated to be completed by early 2025, the project is still ongoing. The original approved task order dated February 20, 2024 is attached to this report.

LSA has requested a task order increase to address the applicant's request for additional technical analysis, extended staff labor resulting from the prolonged project timeline, increased project management and coordination needs, and unforeseen technical revisions, as detailed in the attached proposals. In addition, staff is requesting a 10% contingency, based on the full task order, to account for potential cost increases associated with the extended processing period and the overall size and complexity of the project. The contingency cannot be expended by LSA unless it is approved in advance through a subsequent, administratively-approved task order amendment. All costs related to this task order are paid to the City in advance by the developer and held in a trust deposit. The developer has acknowledged the need for the additional task order requirements and has agreed to the associated cost increases.

## BUDGET IMPACT

None. All costs associated with the task order are paid using developer payments held in a trust deposit with the City.

**LEGAL REVIEW**

None required.

**APPROVED BY:** Sean Joyce, City Manager

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**Attachments**

LSA Task Order Increase Proposal

Original City Council Approved Task Order

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LSA

MEMORANDUM

CARLSBAD
CLOVIS
IRVINE
LOS ANGELES
PALM SPRINGS
POINT RICHMOND
RIVERSIDE
ROSEVILLE
SAN LUIS OBISPO

**DATE:** August 14, 2025

**TO:** Alicia Velasco, Planning Director, City of Cypress

**FROM:** Ryan Bensley, Principal

**SUBJECT:** Cypress Specific Plan 3.0 Implementation Project - Contract Modification Request

The Cypress Specific Plan 3.0 Implementation Project contract was originally approved by the City Council on September 16, 2024, with a budget of $212,000 and a 12-month schedule. Since that time, delays in applicant-prepared studies, pauses in project work, and multiple revisions to the project description have extended the timeline by approximately six months. These changes, coupled with increased applicant involvement and greater coordination demands, have required significantly more staff time than originally anticipated and are driving the request for a contract modification.

**Key Issues Driving Cost Increases**

1. Revised Project Description
    - Five rounds of comments and major changes (acreage, phasing, naming, and lot replacements).
    - Additional staff effort for CEQA alignment, EIR edits, and consistency checks.
    - Request: **+$3,000** (Task 1.0).
2. Project Management
    - Original scope: 12 meetings + limited calls.
    - Actual: Biweekly meetings, extra working sessions, and added applicant–LSA communications.
    - Request: **+$13,000** for added staff hours (Project Manager & Principal).
3. Draft EIR Revisions
    - Cascading revisions from project description changes.
    - Extra drafting, QA/QC, and formatting beyond original scope.
    - Request: **+$19,000** (Task 3.2.1).
4. Additional Air Quality Modeling
    - Applicant requests a second emissions model not included in the original scope
    - Request: **+$8,000**

Total Budget Adjustment Requested

- Additional: $43,000
- **New Total:** $255,000 (from $212,000).

We look forward to continuing work with the Project Team to complete the environmental review process for this project.

LSA

CARLSBAD
CLOVIS
IRVINE
LOS ANGELES
PALM SPRINGS
POINT RICHMOND
RIVERSIDE
ROSEVILLE
SAN LUIS OBISPO

February 20, 2024

Alicia Velasco
Director of Planning/Community Development
City of Cypress
5275 Orange Avenue
Cypress, CA 90630

Subject: Proposal to Prepare an EIR for the Proposed Los Alamitos Race Course Tentative Tract Map Project in Cypress, California

Dear Ms. Velasco:

LSA is pleased to submit this proposal for the preparation of an Environmental Impact Report (EIR) for the proposed Los Alamitos Race Course (LARC) Development Project (proposed project) in Cypress, California, under its existing on-call contract with the City. As you know, LSA has extensive experience working with the City of Cypress (City), including ongoing involvement in the implementation of the City's 2021–2029 Housing Element, which includes increasing the allowable residential development capacity within portions of the LARC property. LSA will be able to effectively leverage its experience to complete the EIR quickly and efficiently.

LSA's preliminary review indicates that an EIR may be appropriate for environmental clearance of the proposed project. In addition to preparing the Program EIR in support of the proposed Housing Element rezoning, LSA has previously prepared technical analysis and environmental documentation for several nearby projects, including the 9-Acre Sports Park (Lexington Park) and Cypress Town Center (Melia Homes' Belmont Project). The environmental impact analysis in the EIR will evaluate impacts associated with the proposed project and will identify appropriate mitigation measures necessary to avoid or reduce significant environmental impacts.

I will serve as the Principal in Charge for this project, and Steve Letterly will serve as the Project Manager. Mr. Bensley and Mr. Letterly both have a solid working relationship with City staff. Together, we will provide the City with a professional approach, prompt service, and a high-quality product that will meet the requirements of CEQA and the *California Environmental Quality Act (CEQA) Guidelines*. LSA can assure you that it will respond to any relevant issues or concerns that may arise, present options consistent with your goals, and preserve the priorities you have established.

Thank you for this opportunity to submit this proposal. LSA looks forward to working with the City again. Should you require further information or have any questions regarding the enclosed material, please contact Mr. Bensley at (949) 553-0666 or by email at ryan.bensley@lsa.net.

Sincerely,
**LSA Associates, Inc.**



Ryan Bensley
Principal

Attachment: Proposal: LSA's Work Program for the Preparation of an EIR for the Proposed Los Alamitos Race Course Tentative Tract Map Project

# LSA'S WORK PROGRAM FOR THE PREPARATION OF AN EIR FOR THE PROPOSED LOS ALAMITOS RACE COURSE TENTATIVE TRACT MAP PROJECT

## PROJECT UNDERSTANDING

It is LSA's understanding that the Los Alamitos Race Course ownership (Applicant) has submitted a tentative tract map to the City of Cypress (City) that would allow for the subdivision of the Los Alamitos Race Course (LARC). The tentative tract map proposes to provide public access to the interior of the LARC superblock by creating a north-south public road connection from Moody Street to Siboney and extending Vessels Circle westward to meet the new Moody/Siboney roadway connection. The area that would be the subject of the tentative tract map (project site) generally includes the approximately 150-acre property that includes LARC and its associated horse barns and surface parking lots as well as some vacant land that is currently used for maintenance and operations activities. The proposed tentative tract map would allow for the future development of the area described in the Cypress Town Center and Commons Specific Plan 2.0 (Specific Plan), which was approved by Cypress voters in June 2018.

The Specific Plan established a comprehensive master plan and regulatory framework for the use and development of the project site. The proposed Environmental Impact Report (EIR) would analyze the buildout of the Specific Plan consistent with a proposed tract map that would account for future development needs. The tract map would allow for the development of up to 1,115 residential units, the remaining buildout capacity allowed under the Specific Plan. The proposed project would also modify the development plan proposed in the Specific Plan and divide the project site into lots as shown in Tentative Tract Map No. 19247, which will allow for future development to move forward on the project site.

## SCOPE OF SERVICES

Based on the above understanding of the proposed project and review of previous project and publicly available supporting documentation, LSA has prepared a pragmatic work program for completion of an EIR for the proposed project.

### Task 1.0: Project Initiation and Project Description

#### *Task 1.1: Project Kick-Off Meeting*

During project initiation, LSA will hold a kick-off meeting with City staff and the Applicant's team to discuss the current status of the proposed project and any changes that have occurred since development of this Scope of Work. LSA will participate in a kick-off meeting to initiate the project that will:

- Establish protocols for product review, communication, and coordination with the City and Applicant.
- Confirm the City's preferred format and structure for the EIR.

- Establish a mutual understanding of the environmental documentation objectives and key issues and explore community and City concerns regarding the project.
- Obtain relevant and available project description information.
- Identify and confirm the required discretionary actions for the proposed project.

### *Task 1.2: Project Description*

Based on information provided by the City and Applicant, LSA will prepare a Project Description defining the proposed project to be evaluated in the EIR. LSA will use the Project Description to determine the potential environmental effects of implementation of the proposed project and to identify appropriate mitigation measures, if necessary. The Project Description is the core element of the EIR and related technical analyses; any substantial changes to the Project Description may result in a change to the scope and budget.

LSA will submit the draft Project Description to the City and Applicant for review and comment. For the purposes of this scope and budget, LSA will respond to one round of comments each from the City and Applicant and will update the Project Description, as necessary. This scope and budget assumes one set of nonconflicting, consolidated comments from the City and the Applicant. The overall schedule and budget are based on the assumption that the Project Description will be finalized during the project initiation task and that substantive changes to the Project Description will not be made later in the process.

## Task 2.0: Technical Analyses

LSA is proposing to prepare the following project-specific technical analyses to address impacts associated with implementation the proposed project. Electronic copies of draft analyses will be submitted to the City and Applicant for review. Following one set of consolidated nonconflicting comments from the City and Applicant, LSA will revise and finalize each report. Should project plans and/or the Project Description change after the impact analysis has been conducted, and/or if additional rounds of comments or additional coordination is required, a budget augment will be necessary to complete the additional work.

### *Task 2.1: Air Quality, Greenhouse Gas Emissions, and Energy*

**Air Quality.** The proposed project would generate construction emissions and new vehicle trips in the vicinity of the project site. This increase could contribute to existing air pollution and has the potential to exceed regional air emission thresholds established by the City of Cypress and the South Coast Air Quality Management District (SCAQMD). Following the SCAQMD's 1993 *CEQA Air Quality Analysis Handbook*, LSA will identify existing air quality conditions and potential air quality impacts resulting from the proposed project by undertaking the following subtasks when it prepares the Air Quality section of the EIR:

- **Define Setting and Baseline.** This task will be completed using meteorological and air quality data developed through the California Air Resources Board (CARB) and climatological and air quality profile data gathered by the SCAQMD. LSA will review and utilize information included in recent environmental documents covering the project site for the setting section of the EIR.

- **Describe Sensitive Receptors**. The setting section of the EIR will include a brief overview of the nature and location of existing sensitive receptors within the vicinity of the project site, including residents, schools, and hospitals.

- **Determine the Project's Consistency with Adopted Plans.** LSA will review adopted plans related to clean air in the State of California, the SCAQMD, and the City of Cypress and determine the project's consistency with these plans.

- **Assess Project Construction Emissions.** Construction activities associated with the proposed project would generate increased particulate emissions associated with demolition, site preparation, grading, soil hauling, and other construction activities on the project site. Construction equipment exhaust would also be a source of air pollution. LSA will calculate the regional construction emissions using the California Emissions Estimator Model version 2022.1 (CalEEMod).

- **Assess Project Operation-Period Air Quality Impacts.** The project would generate new vehicular trips within the region. Regional emissions of criteria air pollutants associated with long-term operations from vehicle trips will be calculated with CalEEMod. In addition, emissions associated with stationary sources, such as on-site energy consumption and landscaping equipment will be estimated.

- **Localized Significance Thresholds (LSTs) Analysis**. Localized impacts of nitrogen oxides ($NO_x$), carbon monoxide (CO), particulate matter less than 10 microns in size ($PM_{10}$), and particulate matter less than 2.5 microns in size ($PM_{2.5}$) will be evaluated consistent with the methodology established by the SCAQMD.

- **Identify Mitigation Measures.** LSA will identify practical mitigation measures to address any significant project or cumulative impacts. Mitigation measures designed to reduce the project's short-term construction and long-term air quality impacts will be identified. Mitigation measures established by the SCAQMD for dust suppression will be identified to reduce construction impacts. Both an evaluation of the potential mitigation measures and a discussion of their effectiveness will be provided.

**Greenhouse Gas Emissions.** Typically, an individual project does not generate sufficient greenhouse gas emissions to influence global climate change significantly on its own; therefore, the issue of global climate change is cumulative in nature. However, implementation of the project, through construction and operational activities, would generate greenhouse gas emissions that would cumulatively contribute to global climate change. LSA will prepare the Greenhouse Gas Emissions section of the EIR, which will include a technical analysis evaluating the impacts of project-related greenhouse gas emissions. LSA will conduct the following tasks as part of this analysis:

- **Describe Existing Environmental Setting.** LSA will summarize up-to-date information related to global climate change, along with the climate/meteorology conditions in the planning area, and the State and regional setting.

- **Describe the Existing Regulatory Framework.** The existing regulatory framework for global climate change will be described, including applicable federal, State, and local policies, regulations, and programs (particularly regulations/guidelines that apply to CEQA review).

- **Assess Project Greenhouse Gas Emissions.** LSA will provide a quantitative assessment of greenhouse gas emissions associated with all relevant sources related to the project, including construction activities, new vehicle trips, energy consumption, water usage, and solid waste generation and disposal using CalEEMod.

- **Determine the Project's Consistency with Adopted Plans**. LSA will also provide a qualitative assessment of the proposed project's consistency with relevant greenhouse gas emission reduction plans and regulations.

- **Identify Mitigation Measures.** LSA will identify, where necessary, practical mitigation measures to address any significant project or cumulative impacts. Mitigation measures designed to reduce the project's short-term construction and long-term air quality impacts to the extent feasible will be identified. Both an evaluation of the potential mitigation measures and a discussion of their effectiveness will be provided.

**Energy.** The implementation of the proposed project would increase the demand for energy consumption during both construction and operation of the project, including diesel fuel use for construction off-road equipment, diesel and gasoline fuel use for construction on-road vehicles, diesel and gasoline fuel use from vehicle trips generated by the project, operational natural gas usage, and operational electricity consumption. Therefore, LSA will prepare an energy analysis to evaluate the energy use for construction and operation associated with the implementation of the proposed project, which will be included as a section of the EIR. Supporting technical analysis, such as modeling output, will be included as an appendix to the EIR. LSA will conduct the following tasks as part of this analysis:

- **Analyze Short-term Construction Energy Use.** LSA will estimate construction-period energy usage associated with diesel fuel use for construction off-road equipment and diesel and gasoline fuel use for construction on-road vehicles, using the results of CalEEMod and fuel consumption provided in CARB's EMFAC2021 model.
- **Analyze Long-term Operational Energy Use.** Once operational, energy use associated with the proposed project would result from natural gas use, electricity consumption, and fuel used for vehicle trips. Fuel use associated with vehicle trips will be calculated based on the trip generation rates identified in the project's trip generation estimates and vehicle fuel consumption provided in EMFAC2021. Energy data estimated using the CalEEMod model will be reported.
- **Determine Project's Consistency with Energy Efficiency Standards.** The analysis will also address the project's compliance with applicable energy efficiency standards and will cross reference the discussion provided in the greenhouse gas (GHG) emissions discussion, as necessary. For purposes of this analysis, impacts to energy resources will be considered to be significant if the project would result in the wasteful, inefficient, or unnecessary consumption of fuel or energy.

### *Task 2.2: Biological Resources*

LSA will conduct a literature review to identify sensitive species known or reported to occur within the project site and surrounding area. The literature review will include the California Natural Diversity Data Base (CNDDB), the United State Fish and Wildlife Service Information, Planning, and Consultation System (USFWS IPaC), and the California Native Plant Society (CNPS) Electronic Inventory. A general on-site survey will be conducted by an LSA biologist familiar with the habitats and sensitive resources of the region. LSA will then prepare a report including a summary of the results of the literature review and field survey. The report will include the following:

- A summary of survey methodology and results, figures and maps showing the project site location and vicinity, a list of species observed during the site visit, and a discussion of plant communities and mapped soils on the project site.
- An assessment of potential habitat value for sensitive species, including a bat habitat assessment that will identify potential roosting opportunities in trees and man-made structures, and identification of any additional focused species surveys that may be necessary.
- The identification of areas that may potentially be considered jurisdictional wetlands, waters of the U.S. or streambeds, as defined by the U.S. Army Corps of Engineers (USACE) and the California Department of Fish and Wildlife (CDFW). (A formal delineation of jurisdictional areas is not included in this task.)
- A discussion of direct, indirect, and cumulative impacts of the proposed project to sensitive biological resources.
- Graphics as needed to show project relationship to designated critical habitat areas and locations of any potential sensitive species habitat or sensitive natural communities on the project site.

### *Task 2.3 Jurisdictional Delineation and Reporting (Conditional Task)*

Should potential jurisdictional features be identified, LSA will inform the City prior to conducting the following jurisdictional delineation process, which consists of a three-parameter delineation conducted according to the Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region and the 1987 Corps Wetland Delineation Manual to delineate the jurisdictional limits of non-wetland waters of the United States following the procedures set forth in 33 Code of Federal Regulations 328.3(e). LSA anticipates that a routine delineation (as defined by the United States Army Corps of Engineers [USACE]) that is tailored to the site characteristics will be adequate. The delineation should also consider any additional information needs based on the State's Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State as administered by the Regional Water Quality Control Board (RWQCB). Further, the extent of any streambed and associated riparian areas subject to review by the CDFW under Section 1602 of the California Fish and Game Code will be determined. It is anticipated that one site visit will be required as part of this task. The results of the draft jurisdictional delineation will require verification and approval by the USACE, the RWQCB, and the CDFW.

A request for an approved Jurisdictional Determination from the USACE is included in the scope of work. LSA assumes that one site visit and one virtual meeting for USACE verification of the determination will be required. The scope for this task does not include any substantial new data requests by the USACE, the RWQCB, or the CDFW. In the unlikely event that the resource agencies make such requests, LSA can provide a budget augment.

The CDFW typically does not verify jurisdictional determinations until a Notification of Streambed Alteration is submitted as part of the permitting process, which is not included in this scope of work. An informal verification of the jurisdictional delineation will be requested as part of the project coordination with the CDFW, but verification may not be obtained.

LSA will prepare a technical report presenting the results of the jurisdictional delineation. The report will be suitable for submittal to the involved agencies for purposes of permit application and for inclusion as a technical appendix. Accordingly, the report will identify and quantify jurisdictional areas and features, including a breakdown of wetlands and non-wetland waters of the United States, waters of the State, and CDFW jurisdictional areas. The report will also identify features as earthen or concrete. An estimate of permanent and temporary impacts (as well as earthen versus concrete) resulting from the discharge of fill material into jurisdictional areas will not be included in this delineation report but will be provided upon request.

### *Task 2.4: Cultural Resources*

An LSA architectural historian will prepare an addendum to the Historic Resources Assessment report for the LARC property, which was prepared by LSA in conjunction with the 2021–2029 Housing Element Implementation Program EIR. The addendum will address potential project impacts to LARC resulting from the proposed tentative tract map. The addendum, which will be in the form of a letter report, will consist of the following: a summary of the previous historic resource evaluation of the LARC, a detailed project description based on information provided by the Applicant, an analysis of the proposed project's potential impacts on LARC using the Secretary of the Interior's Standards for the Treatment of Historic Properties as appropriate, and recommendations for mitigation measures if appropriate.

This scope stipulates that the proposed project involves demolition of LARC's character-defining features. If the project changes to include adaptive reuse of these features, scope and budget augments will be required.

### *Task 2.5: Native American Consultation per Assembly Bill 52 (Gatto)*

As required under CEQA, specifically Public Resources Code Section 21080.3.1 and Chapter 532 Statutes of 2014 (i.e., Assembly Bill [AB] 52), Native American consultation is required for any CEQA project that has a notice of preparation, or a notice of negative declaration or mitigated negative declaration filed on or after July 1, 2015. This is a government-to-government process between the CEQA Lead Agency, and the Native American tribe(s) that request consultation.

At the City's direction, LSA may provide the following assistance with AB 52 consultation: obtain the results of a Sacred Lands File (SLF) search and list of Native American tribes and representatives designated for consultation from the Native American Heritage Commission (NAHC), either send

notification letters on the City's behalf to each designated tribe/representative regarding the project or provide the letters in draft form for the City's use, and compile an administrative record of the results of initial notification. LSA assumes that the government-to-government consultation with the tribes/Native American representatives regarding cultural resources, Tribal Cultural Resources (TCRs), Traditional Cultural Properties (TCPs), or any project-related tribal cultural heritage concerns will be conducted entirely by the City.

### *Task 2.6: Noise and Vibration*

LSA will prepare a Noise and Vibration Impact Analysis that quantifies existing ambient noise levels in the area, summarizes applicable regulatory criteria, assesses the potential for future noise impacts, and identifies noise reduction measures to avoid or minimize noise impacts. The Noise Impact Analysis, which will be included in the Noise section of the EIR, will be completed by undertaking the following subtasks.

- **Describe the existing regulatory framework.** Applicable State and City noise criteria for the project site will be identified. Noise standards, including General Plan noise policies and Noise Ordinances, will be discussed. LSA will also provide a summary of the fundamentals of noise and vibration. Noise level standards for the proposed land uses will be identified.

- **Characterize existing noise environment.** Based on the project site's location, the dominant noise source in the project site would be traffic noise on adjacent roadways, surrounding commercial and industrial operations, and Joint Forces Training Base (JFTB) Los Alamitos operations. LSA will conduct up to three (3) long-term noise measurements with a minimum duration of 24 hours at the project site and within the surrounding area. These measurements will help identify the existing noise levels and help to calibrate the modeling of future noise level impacts.

- **Assess short-term construction noise impacts.** Noise levels generated from project construction will be evaluated based on a standard equipment list, the average distances to existing adjacent off-site uses, the equipment power type (gasoline or diesel engine), the load factor, and the percentage of time in use. The Federal Highway Administration (FHWA) recommended equipment noise emission levels will be used to describe construction noise levels in terms of maximum instantaneous noise levels ($L_{max}$) and hourly equivalent continuous sound levels ($L_{eq}$). Potential construction noise impacts will be assessed based on the City's Municipal Code.

- **Assess short-term construction vibration impacts.** Vibration levels generated from project construction will be evaluated based on standard equipment expected to be used and reference distances to existing adjacent off-site structures. The Federal Transit Administration (FTA)-recommended equipment vibration levels will be used to describe construction vibration levels in terms of the peak particle velocity (PPV, measured in inches per second [in/sec]) for potential building damage and vibration velocity decibels (VdB) for potential human annoyance. Potential construction vibration impacts will be assessed based on the sensitivity of the area directly adjacent to the project site and the FTA recommendations.

- **Calculate project and cumulative noise impacts.** Based on the estimated increase in vehicle trips, LSA will evaluate noise impacts from project-related and cumulative vehicular trips using

the FHWA noise modeling program. Model input data will include average daily traffic levels, day/night percentages of autos, medium and heavy trucks, vehicle speeds, ground attenuation factors, and roadway widths. Projected future noise levels along selected roadway and highway segments will be provided in a table format to show the relationship between vehicle-related noise and distance from the roadway.

- **Assess long-term operational noise impacts.** In addition to analyzing project-related traffic noise impacts, LSA will qualitatively assess noise impacts associated with project-related stationary source noise, such as loading and unloading activities, parking lot activities, and heating, ventilation, and air conditioning (HVAC) equipment.

- **Assess land use compatibility.** LSA will compare the existing noise environment to land use compatibility standards for the proposed land use designations. The compatibility assessment will include recommendations for noise reduction measures, as necessary, to achieve compliance with adopted policies and standards. Noise levels with implementation of the measures will also be provided.

- **Identify noise reduction measures.** If necessary, LSA will identify practical measures to address any potential project-level or cumulative-level noise impacts. Any measures necessary to reduce the project's short-term construction and/or long-term impacts to acceptable noise levels will also be identified. Both an evaluation of the potential measures and a discussion of their effectiveness will be provided.

### *Task 2.7: Transportation Impact Analysis and Vehicle Miles Traveled Memorandum*

LSA will peer review the Transportation Impact Analysis (TIA) and Vehicle Miles Traveled (VMT) Analysis prepared for the proposed project to determine whether they are satisfactory for summarization in the EIR. LSA's peer review will confirm that the TIA and VMT Analysis conform to the traffic analysis requirements of the City of Cypress, the County of Orange, and the applicable provisions of CEQA. LSA will also confirm that the TIA and VMT Analysis are prepared using accepted transportation planning and traffic engineering methodologies and procedures.

LSA will prepare a memorandum documenting the results of the peer review, including any comments. An electronic copy of the memorandum will be submitted to the City. LSA will complete one follow-up review of the revised technical report to ensure that the initial set of peer review comments were adequately addressed.

## Task 3.0: Draft Environmental Impact Report (CEQA Compliance)

### *Task 3.1: Notice of Preparation (NOP) and Scoping Process*

**Subtask 3.1.1: Prepare and Distribute Notice of Preparation.** LSA will prepare an NOP per Section 15082 of the *State CEQA Guidelines*. The NOP will include a brief Project Description, a site map, the topics to be evaluated in the EIR, probable environmental effects of the proposed project, and the process for completing the EIR. It will also provide notice of a public scoping meeting to present the proposed project to the public. LSA will submit the NOP to the City for review and signature.

Once finalized, the NOP will be prepared for distribution. This Scope of Work assumes the City will provide its distribution list and the radius distribution list for private addresses (i.e., neighbors). Using the City's distribution list, LSA will identify responsible, State, trustee agencies, and/or other interested parties and members of the public who should receive the NOP. LSA will provide the mailing list to the City for review and approval.

LSA will file the NOP with the Orange County Clerk-Recorder. The City will be responsible for posting the NOP on the City's website and for making arrangements to have the NOP published in local newspapers or posted in the vicinity of the project site in compliance with relevant sections of the Government Code. LSA will provide the City with the NOP as a PDF for posting.

LSA will distribute/mail the NOP to persons/agencies/organizations on the City's mailing list and radius distribution list. LSA will prepare up to 30 hard copies of the NOP for distribution to the City and responsible agencies. LSA will provide the City with delivery confirmation of each copy of the NOP that is distributed.

LSA will also submit electronic copies of the NOP and Notice of Completion (NOC) form to the State Clearinghouse CEQA Portal for distribution to State agencies (the City has already provided authorization for LSA to submit documents to the CEQA Portal on its behalf). As of November 2, 2020, the State Clearinghouse no longer expects any form of paper copy submissions for CEQA documents.

**Subtask 3.1.2: Early Consultation (Scoping).** LSA will assist the City in coordinating one public scoping meeting. LSA will prepare a presentation and provide CEQA-related display boards (a maximum of four). The purpose of the meeting will be to collect information on environmental issues prior to initiating the environmental review. At the open house, attendees will be invited to submit comment to City staff; no verbal comments will be taken at the meeting and no video recording or streaming comments will be taken.

Subsequent to closure of the 30-day NOP review period, LSA will review all comments received during the NOP review period, including comments received at the scoping meeting, and will prepare a summary scoping report. LSA will identify any new issues that are applicable for incorporation into the EIR, recommend any needed changes to the proposed Scope of Work, and ensure that all submitted concerns are adequately covered by the EIR. The scoping report and public comments will be included as an appendix of the Draft EIR. The scoping summary report will be provided to the City for review and approval.

### *Task 3.2: Draft EIR*

**Subtask 3.2.1: Preparation of the Administrative Draft EIR.** LSA will prepare an Administrative Draft EIR for review by the City and Applicant in accordance with the requirements of CEQA and the *State CEQA Guidelines*. The Administrative Draft EIR will reflect CEQA requirements along with any requirements of regulatory and responsible agencies as determined by comments received during the scoping meeting or through the NOP process. The EIR will rely on technical analyses/reports completed for the proposed project. The EIR will also address all of the threshold questions included in Appendix G of the *State CEQA Guidelines*. It should be noted that LSA's recent work on the

Program EIR for the Housing Element Implementation Project should allow the firm to capture some efficiencies in the preparation of the EIR as that document also addressed potential environmental impacts associated with development on the project site.

To ensure that the EIR is organized in a manner consistent with the City's expectations, LSA will provide City staff with a draft EIR outline in electronic format. The Administrative Draft EIR will contain all applicable environmental components required by CEQA, including an Introduction and Project Description; Setting, Impacts (Project and Cumulative), Mitigation, and Level of Significance; and mandatory CEQA topics (i.e., Growth Inducement and Appendix F/Energy Demand), Alternatives, Lists of References, Persons Consulted, and EIR Preparers. The Executive Summary impact table and Draft Mitigation Monitoring and Reporting Program (MMRP) will not be provided with the Administrative Draft EIR but will be submitted for review with the Preprint Draft EIR once the level of environmental impacts is agreed upon and the mitigation measure language is close to being finalized. The EIR that is submitted to the City and Applicant will reflect LSA's internal review and quality control procedures.

Each topic in the Administrative Draft EIR will include a discussion of the existing setting, thresholds of significance, project analysis, cumulative impacts, mitigation measures (if necessary), and level of significance after mitigation. The Administrative Draft EIR will compare the existing setting to the post-project environmental setting. Mitigation measures will be identified to address potentially significant impacts. Each section will discuss the potential short-term environmental impacts associated with project construction, the long-term effects associated with project operation, and the cumulative impacts associated with project implementation.

Preparation of the Administrative Draft EIR includes an evaluation of the potential impact of the proposed project on the various public services and utilities that will serve the project. The public services that will be analyzed include police and fire protection, solid waste collection, water, wastewater, libraries, and schools. Service letters will be sent to the relevant utilities and public agencies to solicit their comments with regard to the impacts of the proposed project on their respective services.

The General Plan for the City of Cypress presents a vision for the City's future and a strategy to make that vision a reality. Each element of the General Plan contains goals and policies to help guide development within the City. The EIR will address the proposed project's consistency with the General Plan. The General Plan consistency analysis will be included in the Land Use section of the Administrative Draft EIR.

LSA proposes to analyze two alternatives to the proposed project: the No Project/No Development Alternative as required by CEQA and the Build Alternative. In accordance with CEQA and the *State CEQA Guidelines*, Section 15126.6(d), each alternative will be evaluated in sufficient detail to determine whether the overall environmental impacts would be less or greater than the corresponding impacts of the proposed project. Furthermore, each alternative will be evaluated to determine whether the objective of the proposed project would be substantially attained by the alternative. The alternatives would not include an off-site alternative because the proposed project is site-specific. The Alternatives section will also include a statement identifying the environmentally superior alternative.

LSA will submit the Administrative Draft EIR to the City and Applicant for review (without the Executive Summary or the MMRP). For the purposes of this Scope of Work and budget, LSA assumes two rounds of review (Administrative Draft EIR I and II) with one set of non-conflicting, consolidated comments from the City and Applicant per round.

**Subtask 3.2.2: Finalization of Draft EIR.** After receiving comments from the City staff and the Applicant's team on the Administrative Draft EIR, LSA will make necessary revisions to the document, including completing the Executive Summary impact table. In compliance with PRC Section 21081.6, LSA will also prepare an MMRP. The MMRP will describe the required mitigation necessary to avoid or reduce significant impacts and the responsible parties, tasks, and schedule necessary for monitoring mitigation compliance. The MMRP will be incorporated into the certification documents for the Final EIR. LSA recommends circulation of the MMRP as part of the Draft EIR.

LSA will provide one electronic preprint version of the Draft EIR and technical appendices to City staff and the Applicant's team for a limited final review prior to printing the Draft EIR. The purpose of this review will be to review the entire document with all appendices and technical reports, and to verify that the City and Applicant are satisfied with the Draft EIR. Following receipt of approval, LSA will finalize the Draft EIR and prepare for reproduction. Once finalized, LSA will provide the City with up to 2 hard copies of the Draft EIR with technical appendices to be placed on flash drive. Additionally, LSA will provide one copy of the Draft EIR and technical appendices in PDF format, and will break the document into smaller, easily downloadable portions, easily placed on the City's website.

**Subtask 3.2.3: Circulation of Draft EIR.** Prior to distribution of the Public Review Draft EIR, LSA will prepare a draft public Notice of Availability (NOA) of the Draft EIR for City review. LSA will also work with the City to update the distribution list for the Public Review Draft EIR, as needed.

LSA will file the NOA with the Orange County Clerk-Recorder's Office, and the City will be responsible for posting the NOA on the City's website and making arrangements to have it published in local newspapers or posted in the vicinity of the project site in compliance with relevant sections of the Government Code. LSA will provide a PDF of the NOA to the City for posting.

LSA will file the NOA with the State Clearinghouse. The submittal to the State Clearinghouse will consist of the State Clearinghouse Summary Form, the NOA, the Notice of Completion (NOC), and an electronic copy of the Public Review Draft EIR. LSA will complete the NOC and Summary Form and will submit them to the City for review and signature. LSA will reproduce and distribute the NOA to appropriate agencies.

LSA will distribute up to 2 hard copies of the Draft EIR with technical appendices to be placed on USB flash drives to City staff. LSA will provide the City with delivery confirmation for each copy of the NOA distributed. In addition, LSA will provide bound copies of the Draft EIR with technical appendices on USB flash drive for the City Planning Division's counter and the City's library.

## Task 4.0: Final Environmental Impact Report and Notice of Determination

### *Task 4.1: Response to Comments and EIR Revision*

Following the public review period, LSA will prepare responses to public comments on the Draft EIR as received. LSA will work with the City to determine responsibilities for preparing the responses. General responses will be prepared for significant repetitive comments. Specific individual responses will be prepared as needed. LSA's objectives for the responses are to (1) be aggressive in establishing the strategy and determining responsibilities in order to maintain the schedule and minimize later revisions; (2) prepare a document that is well organized and usable by all parties, including the public; and (3) adequately respond to all comments. Although the focus of the responses will be on those comments that are truly subject to CEQA review, LSA will also endeavor to answer all questions in an informative manner.

Providing a budget estimate for responding to comments on the Public Review Draft EIR is extremely difficult because it is impossible to predict the volume and nature of the comments. Significant new analysis is not included in this task. LSA has allocated 50 hours of staff time to organize, prepare, and compile the responses to comments and prepare the Final EIR (discussed below). However, this estimate may change once comments are received and reviewed by the City and LSA. This is based on the assumption that the proposed project will attract a moderate amount of interest from the community. If the level of interest is higher than anticipated, additional budget may be required to respond to the commensurate amount of comments. To account for this uncertainty, LSA has included a $10,000 contingency that may be directed to this additional effort, if necessary.

One electronic copy of the response to comments document will be submitted to the City. For the purposes of this Scope of Work and budget, LSA assumes one set of non-conflicting, consolidated comments from the City.

Following review of the response to comments document by the City, LSA will prepare an Administrative Draft Final EIR consisting of: (1) the final MMRP (discussed below), (2) comment letters and responses with supporting materials in appendices, and (3) any modifications to the Draft EIR document that may be needed (to be accomplished through the preparation of an errata document). Minor revisions/corrections to the Draft EIR will be made within the responses themselves or incorporated by LSA into an errata section of the Final EIR. If the City prefers to have a Final EIR that reflects all changes in track changes (redline/strikeout), this can be provided in lieu of the errata.

LSA will submit the Administrative Draft Final EIR to the City for review. LSA will respond to one round of non-conflicting, consolidated comments from the City and the Applicant.

### *Task 4.2: Prepare Final Mitigation Monitoring and Reporting Plan*

After the proposed Final EIR has been reviewed by the City, LSA will prepare a Final MMRP in accordance with the *State CEQA Guidelines*, Section 15097, for use in ensuring implementation of the mitigation measures for the project. The MMRP will contain an inventory of mitigation measures, the timing for their implementation (e.g., prior to issuance of grading permits), the

responsible staff or agency assigned to monitor the condition, and a compliance/noncompliance statement. LSA's Scope of Work and budget assume one set of non-conflicting, consolidated comments from the City. The approved Final MMRP will be attached to the City's resolution for consideration by the City Council.

### *Task 4.3: Distribute Final Environmental Impact Report*

Once LSA has addressed the comments provided by the City on the Administrative Draft Final EIR, LSA will provide one electronic preprint version of the Final EIR to City staff for a limited final review prior to printing the Final EIR. The purpose of this review will be to review the entire document and to verify that the City is satisfied with the Final EIR. Following receipt of approval, LSA will prepare a preprint copy of the Final EIR for printing.

LSA will be responsible for the production of up to 2 hard copies of the Final EIR. The Final EIR will include the Draft EIR, Response to Comments/Errata, and the MMRP with technical appendices in an electronic format delivered on USB flash drive or other suitable media.

Subsequent to the finalization of the Final EIR, LSA will distribute responses to agency comments. Each agency will receive a cover letter, a coded copy of the agency's comment letter, and the responses to that agency's comments.

### *Task 4.4: Prepare CEQA Findings of Fact and Statement of Overriding Considerations*

LSA will prepare the CEQA Findings of Fact and Statement of Overriding Considerations (if applicable) for consideration by the City Council. The Findings of Fact will be prepared in accordance with CEQA and the *State CEQA Guidelines*, Sections 15091 and 15121(b), and will make one of three specific findings for each significant environmental impact identified in the EIR. Each finding will be accompanied by a brief explanation of the rationale for the finding. The Findings of Fact will not include impacts found to be less than significant. For the purposes of this Scope of Work and budget, LSA will respond to one round of non-conflicting, consolidated comments from the City on the Findings of Fact and Statement of Overriding Considerations. LSA recommends that the Findings of Fact and Statement of Overriding Considerations (if applicable) be thoroughly reviewed and finalized by the City's legal counsel because of the legal nature of this document.

### *Subtask 4.5: Draft and File/Distribute Notice of Determination*

Following the City's approval of the EIR, LSA will prepare and file an NOD with the County Clerk-Recorder. The Applicant will provide a check for all necessary filing fees (including CDFW fees) to be submitted to the County Clerk-Recorder with the NOD. Once the NOD is filed with the County Clerk-Recorder, LSA will provide the original CDFW receipt and copy of the filed NOD to the City for its records. LSA will also file the NOC and proof of payment of the CDFW fees with the State Clearinghouse within 5 days of the City's certification of the Final EIR.

### Task 5.0: Project Management and Meeting Attendance

This task includes regular and effective coordination among LSA's Project Manager/Principal in Charge, City staff, and the Applicant. The project management role provides a mechanism to ensure that there is an adequate exchange of information during project start-up and preparation of the EIR. This task includes notifying City staff and the Applicant of problems as they are encountered and working expeditiously to resolve problems. Important elements of this task will be to maintain the project schedule, oversee the budget, and coordinate efforts with the project team. To facilitate dissemination of information, LSA's Project Manager will maintain ongoing verbal and email communication with City staff and the Applicant.

This scope provides for up to 12 monthly calls of no longer than one hour between LSA's Project Manager, City staff, and the Applicant, and LSA attendance at one kick-off meeting with the City, one coordination meeting regarding the proposed project, one working session to discuss City comments on the EIR, and one City Council hearing. In total, four meetings and 12 monthly coordination calls have been budgeted in this Scope of Work.

During the environmental documentation process, LSA will monitor the number of meetings actually attended to determine compliance with this estimate. Any additional meetings beyond the four meetings and twelve coordination calls described above will be attended on a time-and-materials basis, with prior written approval.

## PROJECT SCHEDULE

Based on LSA's experience and understanding of the proposed project, preparation of the EIR can be completed within 10–12 months, including the 45-day public review period. It should be noted that LSA has demonstrated its ability to maintain project schedules under aggressive deadlines on many projects in Southern California. LSA recommends the City staff and the LSA Project Manager review the project schedule in Table A, below, and make changes as necessary at the project kick-off meeting.

### Table A: Draft Project Schedule

| Tasks | Duration |
|---|---|
| **Task 1.0: Project Initiation and Project Description** | |
| Project Kick-off Meeting | 1 day |
| Prepare Project Description | 2 weeks |
| City/Applicant Review Project Description and Finalize | 2 weeks |
| ***TOTAL*** | ***4 weeks*** |
| **Task 2.0: Technical Analyses** | |
| Prepare Draft Technical Reports | 10 weeks |
| City/Applicant Review | 2 weeks |
| LSA Revisions | 2 weeks |
| | ***14 weeks*** |
| **Task 2.1: Native American Consultation** | |
| Native American Consultation (Assembly Bill 52) | Unknown[1] |
| ***TOTAL*** | ***Unknown*** |
| **Task 3.0: Draft EIR** | |
| **Task 3.1: NOP and Early Scoping** | |
| Preparation of NOP | 3 weeks |
| City/Applicant Review | 3 days |

## Table A: Draft Project Schedule

| Tasks | Duration |
|---|---|
| LSA Revisions | 1 day |
| Public Circulation of NOP/Submittal to State Clearinghouse | 30 days |
| Public Scoping Meeting | 1 day |
| **Task 3.2: Draft EIR** | |
| Preparation of Administrative Draft EIR | 12 weeks |
| City/Applicant Review of Administrative Draft EIR | 1 week |
| Revisions to Administrative Draft EIR | 2 weeks |
| City/Applicant Review | 1 week |
| Prepare Preprint Draft EIR | 1 week |
| City/Applicant Review | 2 days |
| Finalize and Reproduce Draft EIR | 3 days |
| Publish Draft EIR and Notice of Availability | 1 day |
| Public Circulation of Draft EIR/Submittal to SCH with NOC | 45 days |
| ***TOTAL*** | ***6 months*** |
| **Task 4.0: Final EIR** | |
| Preparation of Draft Responses to Comments, Final EIR | 2 weeks[2] |
| City/Applicant Review of Draft Responses to Comments, Final EIR | 2 weeks |
| Revisions to Responses to Comments, Final EIR | 1–2 weeks |
| Preparation of MMRP, Findings of Fact, and SOC | 2 weeks |
| City/Applicant Review of MMRP, Findings of Fact, and SOC | 1 week |
| Revisions to MMRP, Findings of Fact, and SOC | 1–2 weeks |
| Reproduction of Responses to Comments and Final EIR[3] | 1 week |
| ***TOTAL*** | ***10–12 Weeks*** |
| City Council Public Hearing | 1 day |
| File Notice of Determination with County Clerk and SCH | 1 day (within 5 days of project approval) |
| ***Complete EIR Schedule*** | ***11–12 months*** |

[1] It is not possible to accurately predict when the Native American consultation process will conclude during the project's environmental review.

[2] Responses to commenting agencies must be provided at least 10 days prior to certifying the EIR.

EIR = Environmental Impact Report
MMRP = Mitigation Monitoring and Reporting Program
NOC = Notice of Completion
NOP = Notice of Preparation
SCH = State Clearinghouse
SOC = Statement of Overriding Considerations

LSA will aggressively endeavor to keep the project on track. LSA also commits to providing sufficient staff to be available for assignment to the EIR. The schedule reflects a best effort to complete the project in a timely manner, while at the same time providing the time and attention necessary to ensure that the highest-quality analyses and products are received.

## COST ESTIMATE

LSA proposes to accomplish Tasks 1.0 through 5.0 as described in the Work Program for an estimated fee of **$212,000**, as shown in Table B below. This proposal shall remain valid for 90 days from the proposal date.

## Table B: Fee Estimate by Task

| Task | Budget |
|---|---|
| **Task 1.0: Project Initiation and Project Description** | $ 4,500 |
| **Task 2.0: Technical Analyses** | |
| Task 2.1: Air Quality, GHG, and Energy | |
| Subtask 2.1.1: Air Quality | $ 11,200 |
| Subtask 2.1.2: GHG | $ 7,400 |
| Subtask 2.1.3: Energy | $ 5,600 |
| Task 2.2: Biology | $ 11,300 |
| Task 2.3: Conditional Jurisdictional Delineation | $ 11,500 |
| Task 2.4: Cultural Resources | $ 10,000 |
| Task 2.5: AB 52 Consultation Support | $ 2,000 |
| Task 2.5: Noise and Vibration | $ 10,000 |
| Task 2.7: Transportation | $ 5,800 |
| **Task 3.0: Draft EIR** | |
| Task 3.1: Notice of Preparation and Early Scoping | $ 5,700 |
| Task 3.2: Preparation and Circulation of Draft EIR | $ 65,000 |
| **Task 4.0: Final EIR** | |
| Task 4.1: Response to Comments and Finalize EIR | $ 15,000 |
| Task 4.2: Prepare Mitigation Monitoring and Reporting Plan | $ 5,000 |
| Task 4.3: Final EIR Document and Distribution | $ 9,000 |
| Task 4.4: Prepare CEQA Findings | $ 5,000 |
| Task 4.5: Distribute NOD | $ 1,000 |
| **Task 5.0: Project Management and Meeting Attendance** | $ 15,000 |
| Direct Costs | $ 2,000 |
| Contingency Fee | $10,000 |
| **GRAND TOTAL** | **$ 212,000** |

AB 52 = Assembly Bill 52
CEQA = California Environmental Quality Act
EIR = Environmental Impact Report
GHG = greenhouse gas
NOD = Notice of Determination

LSA fees are charged on an hourly basis, consistent with the Schedule of Standard Contract Provisions and Billing Rates, and are provided in Appendix A. The work will be completed on a time-and-materials basis. The fee estimate above will not be exceeded without prior authorization. This fee is based on LSA's past experience related to the level of effort needed to complete the environmental process for projects of this type. LSA will aggressively identify strategies for reducing the overall work effort while maintaining the City's objectives and the legal adequacy of the work products. Should there be any changes to the scope described above, the budget may need to be revisited.

## BUDGET SPECIFICATIONS AND REIMBURSABLE COSTS

Direct costs (including outside vendors used for photocopying) are to be reimbursed at cost, unless other arrangements are made in advance, and are not included in the hourly fee for professional services. Direct costs can be invoiced separately at your request. Appendix A provides a list of LSA's current fee schedule for direct costs.

Printing costs are difficult to quantify, since the size and composition (i.e., graphics size and medium) are uncertain at this time. LSA stresses that the cost of reproducing a document is not known until the document is complete. For the purposes of the reimbursable estimate provided above, LSA estimates a cost of $50 per draft document (with any technical information on compact disc [CD]) and $65 for the proposed final document (with any technical information on USB flash drive). Reimbursable expenses also include mileage for site visits, team meetings, and public meetings.

# APPENDIX A

# SCHEDULE OF STANDARD CONTRACT PROVISIONS AND BILLING RATES

# SCHEDULE OF STANDARD CONTRACT PROVISIONS AND BILLING RATES

## FEES FOR PROFESSIONAL SERVICES

### Fixed-Fee Contracts

If a fixed-fee proposal, the professional services described in the Scope of Services Section of the attached proposal shall be provided for the fixed fee noted in the proposal. Invoices will be generated on a monthly basis based on the percentage of work completed and/or an agreed-upon schedule of values. The fixed fee includes all labor and expenses required to complete the defined scope of work. Any changes in the scope of work, significant delays, or additional tasks will be considered extra services. Extra services shall be provided on a time-and-expenses basis at the same rates specified for hourly contracts unless other arrangements are made in advance.

### Hourly Contracts

If an hourly plus expenses proposal, the professional services described in the Scope of Services section of the attached proposal shall be provided on a time-and-materials basis at current hourly rates. These rates are as shown on a Rate Schedule that is attached or can be made available. Hourly rates are subject to review at least annually on or about June 1 of each year, and may be adjusted to reflect changing labor costs, at our discretion, at that time. (A schedule can be made available upon request.)

Direct costs (including cost of subconsultants) shall be reimbursed at cost plus 10 percent, unless other arrangements are made in advance, and are not included in the hourly fee for professional services.

The total estimated amount of time and expenses noted in the proposal will serve as a control on the services to be provided. The specified amount will not be exceeded without prior approval of the client.

## EXTRA SERVICES

Services provided by LSA under this Agreement are defined in the Scope of Services section of the attached proposal. The Scope of Services was created with the intent of executing the specific tasks and level of service requested by the client. Any additions, changes to the Scope, or substantial delays to the schedule as defined in the Scope will be considered extra services. Extra services shall be provided on a time-and-expenses basis at the hourly rates in effect when the extra service is provided unless other arrangements are made in advance. Extra services will be communicated to and authorized by the client prior to commencing work. Should an alteration to the Scope include removing tasks or reducing the scope of the level of service, LSA shall invoice for the work performed prior to receiving written notice of the change.

## INVOICING

Monthly invoices shall be submitted for progress payment based on work completed to date. LSA will invoice the client using our standard invoicing format and will submit the invoice to the client via electronic mail. Clients requesting changes to LSA's standard invoice or process for submittal may be billed additional time to develop the invoice and monthly administration of the billing.

## PAYMENT OF ACCOUNTS

Terms are net 30 days. A service charge of 1.5 percent of the invoice amount (18 percent annual rate) may be applied to all accounts not paid within 30 days of invoice date. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the client.

## STANDARD OF CARE

Services provided by LSA under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. LSA will endeavor to maintain consistent staff on the project; however, unforeseen issues outside of our control such as employee illness, relocation, injury, or departure can occur. From time to time, unforeseen circumstances require us to replace project staff or project managers with other equally qualified staff in order to meet our commitments. The terms of this proposal are not contingent upon work being performed by named staff. LSA reserves the right to substitute equally qualified staff when necessary.

## PROJECT DELAYS

The terms of this Proposal are based on the anticipated project schedule. In the event of unanticipated project delays, the scope of services may be subject to amendment, change, or substitution.

## INDEMNIFICATION

Client and consultant each agree to indemnify and hold the other harmless and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, and expenses are caused by the indemnifying party's negligent acts, errors, or omissions.

## ELECTRONIC FILE DATA CHANGES

Copies of documents that may be relied upon by client are limited to the printed copies (also known as hard copies) that are signed or sealed by LSA. Files in electronic media format or text, data, graphic, or other types that are furnished by LSA to client are only for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, LSA makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those of LSA at the beginning of the assignment.

## FORCE MAJEURE

Neither party shall be deemed to be in default on account of any delays or failure to perform its obligations under this Agreement, which directly results from an act of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, erroneous data provided to consultant, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

## LITIGATION

In the event that either party brings action under the proposal for the breach or enforcement thereof, the prevailing party in such action shall be entitled to its reasonable attorneys' fees and costs whether or not such action is prosecuted to judgment.

## NOTICES

Any notice or demand desired or required to be given hereunder shall be in writing and shall be deemed given when sent through electronic means, personally delivered or deposited in the mail, and addressed to the parties as set forth in the proposal or to such other address as either party shall have previously designated by such notice. Any notice so delivered personally or electronically shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received 3 days after the date on which it was mailed.

## TERMINATION OF CONTRACT

Either party may terminate this agreement with seven (7) days prior notice to the other party for convenience or cause. Consultant may terminate this Agreement for convenience or cause with 7 days prior written notice to client. Failure of client to make payments when due shall be cause for suspension of services, or ultimately termination of the contract, unless and until LSA has been paid in full all amounts due for services, expenses, and other related charges.

If this Schedule of Standard Contract Provisions is attached to a proposal, said proposal shall be considered revoked if acceptance is not received within 90 days of the date thereof, unless otherwise specified in the proposal.

## LIMITS OF LIABILITY

LSA's liability to Client from any cause or combination of causes arising out of, or in connection with this Agreement, shall not exceed, in the aggregate, the greater of (i) the total Compensation actually received by Consultant under this Agreement, or (ii) Twenty Thousand Dollars ($20,000). The Client releases Consultant from any liability in excess thereof. The releases from liability and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence, strict liability, or otherwise, of the party released or whose liability is limited and shall extend to the related entities of such party and its and their directors, officers, and employees.

## CONFIDENTIALITY

The Parties agree that each shall treat confidentially the terms and conditions of this Agreement and all information provided by each party to the other regarding its business and operations. All confidential information provided by a party shall be used by any other party solely for the purpose of rendering or obtaining services pursuant to this Agreement and, except as may be required in carrying out this Agreement, shall not be disclosed to any third party without the prior consent of such providing party. The foregoing shall not be applicable to any information that is publicly available when provided or thereafter becomes publicly available other than through a breach of this Agreement, or that is required to be disclosed to any Regulatory Authority, or by judicial or administrative process or otherwise by Applicable Law.

## HOURLY BILLING RATES EFFECTIVE JUNE 2023

| Job Classification | | | | | | | Hourly Rate Range[1,2] |
|---|---|---|---|---|---|---|---|
| **Planning** | **Environmental** | **Transportation** | **Air/Noise** | **Cultural/ Paleontological Resources** | **Biology** | **GIS** | |
| Principal | Principal | Principal | Principal | Principal | Principal | Principal | $200–350 |
| Associate | Associate | Associate | Associate | Associate | Associate | Associate | $140–250 |
| Senior Planner | Senior Environmental Planner | Senior Transportation Planner/Engineer | Senior Air Quality/Noise Specialist/Noise Engineer | Senior Cultural Resources Manager/ Paleontologist | Senior Biologist/ Botanist/Wildlife Biologist/Ecologist/ Soil Scientist/ Herpetologist/ Arborist | Senior GIS Specialist | $130–230 |
| Planner | Environmental Planner | Transportation Planner/Engineer | Air Quality/ Noise Specialist/ Noise Engineer/ Climate Change Specialist | Cultural Resources Manager/ Archaeologist/ Architectural Historian/ Paleontologist | Biologist/Botanist/ Wildlife Biologist/ Ecologist/Soil Scientist/ Herpetologist/ Arborist | GIS Specialist | $110–165 |
| Assistant Planner | Assistant Environmental Planner | Assistant Transportation Planner/Engineer | Air Quality/ Noise Analyst | Cultural Resources Analyst | Assistant Biologist/ Botanist/Wildlife Biologist/Ecologist/ Soil Scientist/ Herpetologist/ Arborist | Assistant GIS Specialist | $105–135 |
| **Field Services** | | | | | | | |
| Senior Field Crew/Field Crew | | | | | | | $85–120 |
| **Office Services** | | | | | | | |
| Graphics | | | | | | | $125–150 |
| Marketing | | | | | | | $115–195 |
| Office Assistant | | | | | | | $100–140 |
| Project Assistant | | | | | | | $105–135 |
| Research Assistant/Intern | | | | | | | $75–100 |
| Word Processing/Technical Editing | | | | | | | $105–135 |

[1] The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) will be billed at $400 per hour regardless of job classifications.

[2] Hourly rates are subject to review at least annually, on or about June 1 of each year, and may be adjusted to reflect changing labor costs at LSA's discretion at that time.

## LSA IN-HOUSE DIRECT COSTS EFFECTIVE JUNE 2023[1]

| Description | | Unit Cost | Description | Unit Cost |
|---|---|---|---|---|
| Reproduction | (8.5 x 11) B/W | $0.07 per page | Total Station Surveying Instrument | $50.00 per day |
| Reproduction | (8.5 x 11) Color | $0.40 per page | Level (Laser or Optical) | $25.00 per day |
| Reproduction | (11 x 17) B/W | $0.10 per page | Laser Rangefinder | $25.00 per day |
| Reproduction | (11 x 17) Color | $0.75 per page | Sound Meter | $75.00 per day |
| CD Production | | $5.00 per CD | Sound Meter with Velocity Transducer | $85.00 per day |
| USB Flash Drive | | $5.00 per drive | Aerial Photo | Cost |
| Plotting | | $3.75 per sq ft | Boat Rental | Cost |
| Aerial Drone | | $200.00 per day | Water Quality Meter | $25.00 per day |
| Mileage | On-Road | Current federal rate | Night Vision Goggles | $50.00 per unit per night |
| Mileage | Off-Road | Current federal rate | Wildlife Camera | $25.00 per day |
| GPS Unit | | $75.00 per day | | |

[1] Direct costs shall be reimbursed at cost plus 10 percent.

**CITY OF CYPRESS**

**CITY COUNCIL REPORT**

**City Council Regular** **7.**

**FROM:** Mark Lauderback, Chief of Police

**DATE:** 09/22/2025

**SUBJECT:** **Accept Office of Traffic Safety DUI Traffic Enforcement Grant**

## RECOMMENDATION

1. Accept the FY 2025-26 Office of Traffic Safety DUI/Traffic Enforcement grant; and

2. Increase estimated revenues by $95,000 in the General Fund Grants Fund; and

3. Appropriate $95,000 in the General Fund Grants Fund for overtime, travel and dispatch services; and

4. Authorize the City Manager to sign all documents related to the Grant.

## DISCUSSION

The State recently awarded the City an Office of Traffic Safety Selective Traffic Enforcement Program (STEP) grant for the sixth consecutive year. The grant will reimburse up to $95,000 for overtime and training costs related to STEP between October 1, 2025 and September 30, 2026.

STEP's goal is to achieve high-visibility, intensive enforcement of specific traffic laws to change unsafe driving behaviors among the public. In Cypress, the grant funds will increase DUI enforcement through checkpoints and saturation patrols, as well as distracted driving, pedestrian and bicycle safety, motorcycle safety and traffic safety education.

## BUDGET IMPACT

Eligible grant-related costs up to $95,000 will be fully reimbursed by the State's Office of Traffic Safety. There are no matching requirements associated with this grant; therefore, there will be no impact on fund balance in the City's General Fund.

## LEGAL REVIEW

None required.

**APPROVED BY:** Sean Joyce, City Manager

**Attachments**

Grant Agreement

**1. GRANT TITLE**
**Selective Traffic Enforcement Program (STEP)**

**2. NAME OF AGENCY**
**Cypress**

**3. Grant Period**
From: 10/01/2025
To: 09/30/2026

**4. AGENCY UNIT TO ADMINISTER GRANT**
**Cypress Police Department**

**5. GRANT DESCRIPTION**
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

**6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $95,000.00**
Allocation is contingent upon availability of federal funds.

**7. TERMS AND CONDITIONS:** The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**8. Approval Signatures**

A. GRANT DIRECTOR
NAME: Michael McBain
TITLE: Sergeant
EMAIL: mmcbain@cypressca.org
PHONE: (714) 229-6619
ADDRESS: 5275 Orange Avenue
Cypress, CA 90630

*(Signature)* *(Date)*

B. AUTHORIZING OFFICIAL
NAME: Sean Joyce
TITLE: Interim City Manager
EMAIL: sjoyce@cypressca.org
PHONE: (714) 229-6680
ADDRESS: 5275 Orange Avenue
Cypress, CA 90630

*(Signature)* *(Date)*

C. FISCAL OFFICIAL
NAME: Donna Mullally
TITLE: Assistant Director of Finance
EMAIL: dmullally@cypressca.org
PHONE: (714) 229-6709
ADDRESS: 5275 Orange Avenue
Cypress, CA 90630

*(Signature)* *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
NAME: Stephanie Dougherty
TITLE: Director
EMAIL: stephanie.dougherty@ots.ca.gov
PHONE: (916) 509-3030
ADDRESS: 2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

*(Signature)* *(Date)*

| E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY | 9. SAM INFORMATION |
|---|---|
| NAME: Carolyn Vu<br>ADDRESS: 2208 Kausen Drive, Suite 300<br>Elk Grove, CA 95758 | SAM #: NSLVQKY77AG4<br>REGISTERED ADDRESS: 5275 Orange Avenue<br>CITY: Cypress<br>ZIP+4: 90630-2957 |

**10. PROJECTED EXPENDITURES**

| FUND | CFDA | ITEM/APPROPRIATION | F.Y. | CHAPTER | STATUTE | PROJECTED EXPENDITURES |
|---|---|---|---|---|---|---|
| 405e DDL-26 | 20.616 | 0521-0890-101 | 2025 | 04/25 | BA/25 | $12,000.00 |
| 402PT-26 | 20.600 | 0521-0890-101 | 2025 | 04/25 | BA/25 | $20,000.00 |
| 164AL-26 | 20.608 | 0521-0890-101 | 2025 | 04/25 | BA/25 | $63,000.00 |
| | | | | **AGREEMENT TOTAL** | | **$95,000.00** |

| | |
|---|---|
| | AMOUNT ENCUMBERED BY THIS DOCUMENT<br>**$95,000.00** |
| *I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.* | PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT<br>**$ 0.00** |
| OTS ACCOUNTING OFFICER'S SIGNATURE / DATE SIGNED | TOTAL AMOUNT ENCUMBERED TO DATE<br>**$95,000.00** |

## 1. PROBLEM STATEMENT

**Describe the city, county, or jurisdiction this grant will impact.**
Cypress, California, located in northwestern Orange County, is a suburban city with a population of approximately 50,151 and the population has recently increased due to new residential developments built during the past several years. In early 2024, Cypress will see the completion of the new Cypress Town Center. The Cypress Town Center is a gathering place for the community and includes a mix of entertainment, retail, restaurants, commercial, and residential uses, which draw hundreds of people from inside and outside the Cypress community.

Cypress Community College and a large commercial corridor which includes an Amazon Last Mile facility are also located in Cypress, attracting thousands of individuals who travel through the city, increasing the average daily vehicle flow. The City of Cypress also borders Los Angeles County.

Key arterial roadways such as Valley View Street, Lincoln Avenue, and Katella Avenue experience high traffic volumes, creating hotspots for crashes, particularly during peak hours. Pedestrian and bicyclist safety remains a significant concern, as vulnerable road users are disproportionately impacted by traffic incidents. The city's proximity to major freeways, coupled with regional traffic flow, exacerbates congestion and increases the risk of crashes at busy intersections and along heavily traveled corridors.

The Cypress Police Department is committed to making the City of Cypress the safest city in Orange County. The foundation for accomplishing this goal is by being committed to the Cypress Police Department's mission:

To provide professional public safety services in partnership with our community.

Public safety and well-being are fundamental components of the quality of life within the community, as defined in the City of Cypress Public Safety Strategic Plan. The Cypress Police Department plays an essential role in this plan, focusing on reducing criminal activity and implementing educational programs designed to prevent crime. In addition to ensuring the general safety of community members, we also prioritize the creation of safe vehicle, pedestrian, and bicyclist environments.

To achieve these goals, the Cypress Police Department is focused on reducing traffic-related injuries and fatalities through a proactive educational and enforcement campaign. This campaign targets impaired and unlicensed drivers, repeat DUI offenders, and other traffic violators

**Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).**
According to the California Office of Traffic Safety rankings for 2022, Cypress ranked 62$^{nd}$ out of 90 cities in California for alcohol-involved crashes, with 16 such incidents resulting in 68 victims. Sixty-two means Cypress has more DUI-related crashes than many other comparable cities, highlighting a traffic safety problem that warrants attention.

In 2023, the Cypress Police Department reported 147 injury traffic crashes, representing a 13% increase from the 130 reported in 2022 and a 6% rise from the 123 injury traffic crashes reported in 2021. In 2024, the department recorded 155 injury traffic crashes, marking a 5% increase from the 147-injury traffic crashes reported in 2023.

Additionally, speed continues to be a significant issue in Cypress. On average, the department encounters three injury crashes per month, where speed is the primary crash factor. Thanks to our focused efforts, the department issues approximately 48 speed citations each month. In 2024, there were 67 crashes caused by speeding, with one fatal traffic crash. In 2024, the department issued a total of 576 speed citations.

There were three traffic-related fatalities reported in 2022 and four reported in 2023, reflecting a 33% increase between those years. However, one traffic-related fatality was reported in 2024, indicating a 75% decrease from 2023.

Also, in 2024, the top three primary crash factors in our jurisdiction were Unsafe speed, which resulted in 29 crashes causing 36 injuries; Failure to Yield Right-of-Way, which caused 14 crashes with 25 injuries; and Red-Light Violations, which led to 4 crashes causing 7 injuries. This clearly demonstrates a concern and ongoing problem that needs to be addressed.

Hit-and-run injury crashes increased by 100% from 2022 and 2023 but decreased by 67% from 2023 to 2024. Meanwhile, hit-and-run crashes resulting in property damage rose 7% during the same time period. Many of these incidents can be attributed to unlicensed, suspended, or impaired drivers who avoid taking responsibility for their actions. In working to identify and apprehend unlicensed and repeat DUI offenders, the Cypress Police Department will continue to positively reduce hit-and-run crashes on our roadways.

**Define the target population the grant intends to serve and how they are affected by the problem(s).**
The target population is to serve all those using our roadways, ensuring their safety by reducing traffic-related injuries and fatalities. This includes drivers, passengers, pedestrians, cyclists, and other road users. Through education and enforcement, we aim to create a safer transportation environment for the entire community.

Also, our goal is to minimize the number of victims impacted by impaired drivers and other traffic-related offenses. With our previous years partnering with the Office of Traffic Safety, DUI/DUID enforcement efforts lead to positive outcomes in achieving this goal. We prioritize creating a safer environment for community members and motorists alike. Impaired drivers present a significant threat to our community, and while DUI arrests decreased by 32% in 2024, we remain vigilant. Public awareness and aggressive enforcement strategies continue to be vital components in addressing this ongoing concern and ensuring the safety of our community.

Injury crashes affect our community on multiple levels. Staffing levels within the agency have impacted on our ability to engage in proactive traffic enforcement efforts, creating ongoing challenges. Additional resources are necessary to uphold enforcement of primary crash-related violations in high frequency areas, particularly those involving unsafe speeds, unsafe turning movements, right-of-way, and red-light violations.

## 2. PERFORMANCE MEASURES

### A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.

| | |
|---|---|
| 18. Reduce nighttime (2100 - 0259 hours) injury crashes. | |
| **B. Objectives:** | **Target Number** |
| 1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release. | 1 |
| 2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month. | 12 |
| 3. Develop (by December 31) and/or maintain a “DUI BOLO” program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly. | 12 |
| 4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training. | 2 |
| 5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training. | 2 |
| 6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training (classroom and field training must be completed). | 1 |
| 7. Send law enforcement personnel to the DRE Recertification training. | 1 |
| 8. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained. | 4 |
| 9. Conduct DUI Saturation Patrol operation(s). | 5 |
| 10. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations. | 4 |
| 11. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting. | 4 |
| 12. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers. | 2 |
| 13. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers. | 1 |
| 14. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety. | 2 |
| 15. Participate in highly visible collaborative DUI Enforcement operations. | 2 |
| 16. Participate in highly visible collaborative Traffic Enforcement operations. | 2 |
| 17. Send law enforcement personnel to DUI Checkpoint Planning and Management training. | 1 |

| | |
|---|---|
| 18. Send law enforcement personnel to a POST certified implicit bias training, such as; Implicit Bias and Community Policing, Principles Policing, or Beyond Bias. | 1 |

**3. METHOD OF PROCEDURE**

**A. Phase 1 – Program Preparation (1st Quarter of Grant Year)**

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- Conduct all training needed to implement the program, in the first quarter.
- Purchase all grant related supplies and materials to implement the program, in the first quarter.
- Items with a unit cost of $5,000 more (including tax and shipping) must comply with Buy America.
- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements

Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

**B. Phase 2 – Program Operations (Throughout Grant Year)**

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.

- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and OTS Grants Media Approval Process FAQs on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

**C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)**

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

**4. METHOD OF EVALUATION**

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

**5. ADMINISTRATIVE SUPPORT**

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

| FUND NUMBER | CATALOG NUMBER (CFDA) | FUND DESCRIPTION | TOTAL AMOUNT |
|---|---|---|---|
| 405e DDL-26 | 20.616 | Distracted Driving Laws | $12,000.00 |
| 402PT-26 | 20.600 | State and Community Highway Safety | $20,000.00 |
| 164AL-26 | 20.608 | Minimum Penalties for Repeat Offenders for Driving While Intoxicated | $63,000.00 |

| COST CATEGORY | FUND NUMBER | UNIT COST OR RATE | UNITS | TOTAL COST TO GRANT |
|---|---|---|---|---|
| **A. PERSONNEL COSTS** | | | | |
| **Straight Time** | | | | $0.00 |
| **Overtime** | | | | |
| DUI/DL Checkpoints | 164AL-26 | $9,775.00 | 4 | $39,100.00 |
| DUI Saturation Patrols | 164AL-26 | $3,240.00 | 5 | $16,200.00 |
| Collaborative DUI Enforcement | 164AL-26 | $2,540.00 | 2 | $5,080.00 |
| Traffic Enforcement | 402PT-26 | $1,515.00 | 4 | $6,060.00 |
| Motorcycle Safety Enforcement | 402PT-26 | $1,525.00 | 2 | $3,050.00 |
| Pedestrian and Bicycle Enforcement | 402PT-26 | $3,250.00 | 1 | $3,250.00 |
| Collaborative Traffic Enforcement | 402PT-26 | $2,550.00 | 2 | $5,100.00 |
| Distracted Driving Enforcement | 405e DDL-26 | $3,000.00 | 4 | $12,000.00 |
| Category Sub-Total | | | | $89,840.00 |
| **B. TRAVEL EXPENSES** | | | | |
| In State Travel | 402PT-26 | $2,540.00 | 1 | $2,540.00 |
| | | | | $0.00 |
| Category Sub-Total | | | | $2,540.00 |
| **C. CONTRACTUAL SERVICES** | | | | |
| | | | | $0.00 |
| Category Sub-Total | | | | $0.00 |
| **D. EQUIPMENT** | | | | |
| | | | | $0.00 |
| Category Sub-Total | | | | $0.00 |
| **E. OTHER DIRECT COSTS** | | | | |
| Dispatcher | 164AL-26 | $655.00 | 4 | $2,620.00 |
| Category Sub-Total | | | | $2,620.00 |
| **F. INDIRECT COSTS** | | | | |
| | | | | $0.00 |
| Category Sub-Total | | | | $0.00 |
| **GRANT TOTAL** | | | | **$95,000.00** |

| **BUDGET NARRATIVE** |
|---|
| **PERSONNEL COSTS** |
| DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel. |
| DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel. |
| Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel |
| Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel. |
| Motorcycle Safety Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel. |
| Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel. |
| Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel |
| Distracted Driving Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel. |
| |
| **TRAVEL EXPENSES** |
| In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds. |
| **CONTRACTUAL SERVICES** |
| - |
| **EQUIPMENT** |
| - |
| **OTHER DIRECT COSTS** |
| Dispatcher - Dedicated dispatcher for each checkpoint to conduct wants/warrants and DMV license checks for all drivers screened though DUI / CDL checkpoint. |
| **INDIRECT COSTS** |
| - |
| **STATEMENTS/DISCLAIMERS** |
| There will be no program income generated from this grant.<br><br>Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under. |

**Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)**

*The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:*

**GENERAL REQUIREMENTS**

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**NONDISCRIMINATION**
**(applies to subrecipients as well as States)**

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the
Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

## GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

### SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
   *“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) [1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the

form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

**THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The Subgrantee will provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

**POLITICAL ACTIVITY (HATCH ACT)**
**(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**CERTIFICATION REGARDING FEDERAL LOBBYING**
**(applies to subrecipients as well as States)**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31,
   U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**RESTRICTION ON STATE LOBBYING**
**(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**
**(applies to subrecipients as well as States)**

**INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)**

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
( *https://www.sam.gov/*).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS**

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and

its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

**INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
( *https://www.sam.gov/*).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## BUY AMERICA
**(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

## CERTIFICATION ON CONFLICT OF INTEREST
**(applies to subrecipients as well as States)**

### GENERAL REQUIREMENTS
No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

**DISCLOSURE REQUIREMENTS**

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in
organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

**PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**
**(applies to subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at *www.trafficsafety.org*. The NHTSA website ( *www.nhtsa.gov*) also provides information on statistics, campaigns, and program evaluations and references.

**POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

**CITY OF CYPRESS**

**CITY COUNCIL REPORT**

**City Council Regular** **8.**

**FROM:** Jeff Draper, Director of Recreation and Community Services

**DATE:** 09/22/2025

**SUBJECT:** **Assignment of the Agreement to Provide Senior Transportation Services**

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## RECOMMENDATION

Approve the assignment of the agreement to provide senior transportation services from Cabco Yellow, Inc. dba California Yellow Cab to OCY Management, LLC, effective June 1, 2025.

## DISCUSSION

In June 2021, the City entered into a three year agreement with Cabco Yellow, Inc. dba California Yellow Cab to provide senior transportation services including the nutrition taxi and taxi voucher programs. The agreement also provided the City the right to extend the agreement for two additional one-year terms. The agreement is in its final year of the available extensions.

In May 2025, Cabco Yellow, Inc. sent the attached letter to inform agencies that Orange County Yellow Cooperative, Inc. (OCYC), a taxicab cooperative, had begun providing transportation services in Orange County and that Cabco Yellow, Inc. would no longer be providing transportation services. Cabco Yellow, Inc. was retained to serve as management of OCYC under the new legal entity OCY Management, LLC, effective June 1, 2025.

The Contract Services Agreement acknowledges that Cabco Yellow, Inc. would provide service through its member cooperatives and through independent contractor drivers of those cooperatives. However, the agreement, section 3.3, prohibits subcontracting or assignment of the agreement without prior written approval of the City.

Staff is recommending the retroactive approval of the assignment of the agreement to provide senior transportation services from Cabco Yellow, Inc. dba California Yellow Cab to OCY Management, LLC, effective June 1, 2025 with all other terms of the agreement remaining the same. OCY Management, LLC has been providing senior transportation services in Cypress since June 1, 2025 with no disruptions or changes to service levels utilizing the same staff, call center, and main office location as Cabco Yellow, Inc. The assignment is recommended to ensure the City's senior transportation services remain

operational through June 30, 2026, when a new agreement will take effect.

**BUDGET IMPACT**

None.

**LEGAL REVIEW**

The City Attorney has reviewed and approved the amendment.

**APPROVED BY:** Sean Joyce, City Manager

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**Attachments**

Senior Transportation Agreement
OCY Management Letter
Assignment of the Agreement

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# CITY OF CYPRESS
# CONTRACT SERVICES AGREEMENT
# BETWEEN CITY OF CYPRESS AND CALIFORNIA YELLOW CAB
# TO PROVIDE SENIOR TRANSPORTATION SERVICES

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this 28th day of June, 2021, by and between the CITY OF CYPRESS, a municipal corporation, (herein "City") and Cabco Yellow Inc, dba California Yellow Cab, a California Corporation (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

## 1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Time is of the essence in the performance of this Agreement. Contractor warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

## 2.0 CONTRACT SUM; COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum of $55,000 per fiscal year and a total contract amount of Two Hundred Seventy Five Thousand Dollars ($275,000) ("Contract Sum").

## 3.0 COORDINATION OF WORK

3.1 Representative of Contractor. The following person is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith:

Tim Conlon, President / General Manager
520 W. Dyer Road
Santa Ana, CA 92707
(714) 427-2555, ext. 112

3.2 Contract Officer. The following person is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"):

Jeff Draper, Acting Recreation and Community Services Director
5700 Orange Avenue
Cypress, CA 90630
(714) 229-6780

The City Manager of City shall have the right to designate another Contract Officer by providing written notice to Contractor.

3.3 Prohibition Against Subcontracting or Assignment. City acknowledges that Contractor will provide service through its member cooperatives, Cabco Yellow Inc, dba California Yellow Cab, a California corporation, and through the independent contractor drivers of each of said member cooperatives. Except as stated herein, Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

3.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall be at all times, and shall perform all services required herein as, an independent contractor of City. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

## 4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. Without limiting Contractor's indemnification obligations as set forth in this Agreement, the Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

a. Comprehensive General Liability Insurance. Comprehensive general liability insurance with a combined single limit of not less than $1,000,000.00 per occurrence including insurance endorsement and $2,000,000.00 general aggregate.

b. Worker's Compensation. Contractor certifies that it is aware of the Provision of the Labor Code of the State of California which requires 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 it certifies that it will comply with such provisions relating to Contractor's designated employees before commencing the performance of the work of this agreement.

c. Automotive/Vehicle Insurance. A policy of comprehensive automobile/vehicle liability (including owned, non-owned, leased, and hired autos/vehicles) insurance written on a per occurrence basis in an amount not less than $1,000,000 single limit, per occurrence, for bodily injury and property damage. This insurance policy shall include:

1. Coverage of all vehicles providing services under this Agreement.
2. Contain standard cross-liability provisions.

d. Additional Insurance. Policies of such other insurance, including professional liability insurance, as may be required in the Special Requirements.

All of the above policies of insurance shall be primary insurance and shall name the **City of Cypress / Cypress Recreation and Park District**, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, officials, employees, agents, representatives, and volunteers, and their respective insurers. All of said policies of insurance shall be endorsed to:

(1) provide that said insurance may not be amended or cancelled without providing thirty (30) days prior written notice by certified or registered mail to the City;

(2) provide that the insurer shall waive all rights of subrogation and contribution it may have against the City of Cypress / Cypress Recreation and Park District, its officers, officials, employees, agents, representatives, and volunteers, and their respective insurers; and

(3) name the City of Cypress / Cypress Recreation and Park District, its City Council and all the City Council appointed groups, committees, boards, and any other City Council appointed bodies, and the City's elected or appointed officers, and its officials, employees, agents, representatives, and volunteers (hereinafter "City and City Personnel") as additional insureds.

All of Contractor's insurance (i) shall contain no special limitations on the scope of protection afforded to City and City Personnel; (ii) shall be primary insurance and any insurance or self-insurance maintained by City or City Personnel shall be in excess of the Contractor's insurance and shall not contribute with it; (iii) shall be "occurrence" rather than "claims made" insurance; (iv) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; and (v) shall be issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

Proof of insurance coverage must be received by the City within ten (10) calendar days from the effective date of the agreement with the City of Cypress and the Cypress Recreation and Park District, its elected and appointed officials, officers, employees, and agents designated as additional insured on the general and automobile liability. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. In the event any of said policies of insurance are materially modified or cancelled for any reason, the Contractor shall, prior to the cancellation date, submit new evidence of insurance, in conformance with this Section 5.1, to the Contract Officer. The Contract Officer, with the prior approval of the City Manager, shall have authority to consent to a modification of the foregoing insurance requirements, which consent may be given or withheld in the Contract Officer's and City Manager's respective sole and absolute and arbitrary discretion.

The Contractor agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the work in compliance with Section 3.3 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

4.2 Indemnification. Contractor agrees to indemnify the City, its officers, agents and employees against, and shall hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Contractor hereunder, or arising from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the City, its officers, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents or employees, who are directly responsible to the City, and in connection therewith:

(a) Contractor shall defend any action or actions filed in connection with any of said claims or liabilities and shall pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor shall promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

**5.0 TERM**

5.1 Term. Unless earlier terminated in accordance with section 5.2 below, this Agreement shall continue in full force and effect until June 30, 2024. City shall have the right, but not the obligation, to extend the term of this Agreement for up to two (2) additional one-year terms (the "Extended Terms"). An Extended Term shall be deemed to commence automatically unless City gives written notice, not later than thirty (30) calendar days prior to the expiration of the Agreement or any Extended Term(s) of its intent not to extend the Agreement. Each Extended Term shall be on the terms and conditions set forth is this Agreement.

5.2 Termination Prior to Expiration of Term.

(a) City may terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of the notice of termination, the Contractor shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the City, Contractor shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

(b) Contractor may terminate this Agreement only for cause and upon thirty (30) days' written notice to City. Upon termination by Contractor, Contractor shall be entitled to compensation only for the lesser of (i) the amount due for work completed under the Schedule of Compensation or (ii) the reasonable value of the work product actually produced hereunder.

5.3 Sufficiency of Insurer or Surety. Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager.

## 6.0 MISCELLANEOUS

6.1 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

6.2 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

6.3 Notice. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be (i) personally delivered, or (ii) delivered by United States mail, prepaid, certified, return receipt requested, or (iii) delivered by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch.

Notices shall be delivered to the City at the following address:

City of Cypress, 5275 Orange Avenue, Cypress, CA 90630, Attn: City Clerk.

Notices shall be delivered to Contractor at the following address:

California Yellow Cab, 520 W. Dyer Road, Santa Ana, CA 92707. Attn: Tim Conlon.

Either party may change the address for receipt of notices to that party by written notice delivered in compliance with this Section.

6.4 Interpretation; California Law. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California.

6.5 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

6.6 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

6.7 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.8 Litigation Matters. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to its expert witness fees and its reasonable attorney's fees, whether or not the matter proceeds to judgment. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. Service of process on City shall be made in the manner required by law for service on a public entity. Service of process on Consultant shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

6.9 Corporate Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[end - signature page and exhibits follow]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

**CITY:**

CITY OF CYPRESS,
a municipal corporation

Jon E. Peat, Mayor

ATTEST:

Alisha Farnell, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

Fred Galante, City Attorney

**CONTRACTOR:**

By: _____
*(Signature must be notarized)*

Title: President

By: _____
*(Signature must be notarized)*

Title: CFO

*(Agreement cannot be accepted from corporations without signatures from (2) corporate officers)*

[END OF SIGNATURES]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

**CITY:**

CITY OF CYPRESS,
a municipal corporation

_____
Jon E. Peat, Mayor

ATTEST:

_____
Alisha Farnell, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

_____
Fred Galante, City Attorney

**CONTRACTOR:**

By: _____
*(Signature must be notarized)*

Title: President

By: _____
*(Signature must be notarized)*

Title: CFO

*(Agreement cannot be accepted from corporations without signatures from (2) corporate officers)*

[END OF SIGNATURES]

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On June 29, 2021 before me, Pablo Solanas Pacheco, Notary Public,
(Here insert name and title of the officer)

personally appeared Timothy Robert Conlon,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

PABLO SOLANAS PACHECO
COMM. #2330656
Notary Public - California
Orange County
My Comm. Expires Aug. 17, 2024

## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

City of Cypress - Contract Rev.
(Title or description of attached document)

Agreement
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☑ Individual (s)
- ☑ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~ ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

C 2004-2015 ProLink Signing Service, Inc. – All Rights Reserved www.TheProLink.com – Nationwide Notary Service

EXHIBIT "A"

SCOPE OF SERVICES

SCOPE OF SERVICES

The City of Cypress/Cypress Recreation and Community Services utilizes the Senior Mobility Program (SMP) through OCTA to provide nutrition taxi and taxi voucher services in Cypress for the coming year. This contractor has a preferred vendor status under the SMP program to provide transportation services for the City's Senior Transportation Program, including both Nutrition Taxi and Taxi Voucher services.

Nutrition Taxi Program:

1. Contractor will pick up and transport eligible Cypress residents to the Cypress Senior Citizens Center, 9031 Grindlay Street, Cypress, CA 90630, Monday thru Friday (excluding holidays), beginning at 9:00 a.m. and provide a return trip starting at 1:00 p.m., in order for the resident to participate in the Congregate Meals nutrition program

2. Contractor will provide transportation upon request to qualified disabled seniors. The vehicle shall have wheelchair accessibility, if requested by City staff.

3. City Staff will provide Contractor with a list of eligible participants to be transported on a weekly basis. Contractor will also accept telephone requests from City Staff up to and including the day of transportation services.

4. Contractor shall gather ridership data and report such information on a monthly basis. More frequent reporting will be acceptable.

5. It is the Contractor's responsibility to maintain and operate all owned vehicles at its sole cost and expense. In addition, Contractor at its sole cost and expense will provide a communication system in each vehicle. Taxis must have a taximeter with current approval and inspection by the Department of Weights and Measures.

6. All "in-city" taxi vehicles will be uniform in appearance. Taxi vehicles must be cleaned daily prior to each vehicle service day and shall be kept clean throughout the day.

7. Contractor must obtain and keep current a permit from the ORANGE COUNTY TAXI ADMINISTRATION PROGRAM (OCTAP).

8. Contractor must submit all reporting documents required and at the frequency established by the City. These may include, but not be limited to: monthly statistical reports submitted with monthly invoicing, driver's logs and office logs for dates requested for the purpose of documenting on time performance standards.

9. Contractor will provide a monthly summary attached to its billing invoice that includes the following: passenger data by fare category or trip type; total vehicle miles and revenue miles; total vehicle hours and revenue hours; passengers per hour; no shows and cancellations; response to passenger complaints; accidents or incident investigation findings.

10. Drivers will be required to complete an "incident report" after any out of the ordinary occurrence during service.

11. Contractor and City will investigate and document all complaints or citizen concerns as a part of program administration.

12. For nutrition transportation services, all trip pricing will be charged as follows:

    $12.00 per each one-way passenger trip provided to an eligible Cypress resident to and from the Senior Center's Nutrition Program.

Taxi Voucher Services:

1. Contractor will pick up and transport eligible Cypress residents upon telephone request between the hours of 7:00 a.m. and 7:00 p.m., seven days a week (including holidays). City staff will determine eligibility of senior citizen to participate in the taxi voucher program and provide passenger with taxi vouchers.

2. Contractor will provide transportation upon request to qualified disabled seniors. The vehicle shall have wheelchair accessibility, if requested by rider.

3. Contractor will accept telephone requests from eligible riders. Contractor will service and dispatch a vehicle to pickup location. The vehicle shall arrive at the pickup location within a 20 minute window of the designated pickup time. Telephone requests must be made at least one day in advance and up to one week in advance if the rider so chooses.

4. Contractor shall provide reservation and rider services seven days a week (including holidays) between the hours of 7:00 am and 7:00 pm.

5. Contractor shall gather ridership data and report such information on a monthly basis. More frequent reporting will be acceptable.

6. Contractor may accept taxi voucher tickets only if authorized to do so in writing by the City.

7. It is the Contractor's responsibility to maintain and operate all owned vehicles at its sole cost and expense. In addition, Contractor at its sole cost and expense will provide two-way radios in each vehicle. Taxis must have a taximeter with current approval and inspection by the Department of Weights and Measures.

8. All "in-city" taxi vehicles will be uniform in appearance. Taxi vehicles must be cleaned daily prior to each vehicle service day and shall be kept clean throughout the day.

9. Contractor must obtain and keep current a permit from the ORANGE COUNTY TAXI ADMINISTRATION PROGRAM (OCTAP).

10. Contractor must submit all reporting documents required and at the frequency established by the City. These may include, but not be limited to: monthly statistical reports submitted with monthly invoicing, driver's logs and office logs for dates requested for the purpose of documenting on time performance standards.

11. Contractor will provide a "trip ticket" for each order that includes the caller's name, telephone number, pick-up and drop-off addresses, time the call was received and time the call was dispatched.

12. Contractor will provide a monthly summary attached to its billing invoice that includes the following: passenger data by fare category or trip type; total vehicle miles and revenue miles; total vehicle hours and revenue hours; passengers per hour; miles per passenger fares collected; no shows and cancellations; response to passenger complaints; accidents or incident investigation findings.

13. Contractor will provide one copy of each "taxi voucher" with all invoices. Taxi vouchers are distributed to program participants by the Cypress Senior Center and are valued at $11.00 each. These vouchers are then given to drivers as full or partial payment for their ride. Participants may use more than one voucher per trip. Participants are responsible for all trip costs exceeding the printed value on the voucher.

    a. For Taxi Voucher services, all trip pricing will be charged as follows:

        0 - 4 Miles = $11.00 (One Voucher)
        4.1 - 8 Miles = $22.00 (Two Vouchers)
        8.1 - 12 Miles = $33.00 (Three Vouchers)
        12.1 - 16 Miles = $44.00 (Four Vouchers)
        16.1+ Miles = $44 + $2.75 per mile (Four Vouchers – additional mileage paid by passenger)

    b. Participants may use vouchers for the following purposes in Orange County: senior center, nutrition, medical, personal care, shopping, social/recreation and visits to the Cypress Senior Center. Trips outside of Orange County must be medical trips within 10 miles of the Orange County border.

14. Drivers will be required to complete "incident reports" after any out of the ordinary occurrence during service.

15. Contractor and City will investigate and document all complaints or citizen concerns as a part of program administration.

EXHIBIT "B"

SCHEDULE OF COMPENSATION

Provided that Contractor is not in default under the terms of this Agreement, and provided further that payment shall not exceed the Contract Sum set forth at Section 2.0 of the Agreement, Contractor shall be paid for the services described in Exhibit "A" within thirty (30) days after any invoice to City submitted in a form approved by the City's Finance Director.

May 13, 2025

Shayna Gutierrez
City of Cypress
9031 Grindlay St
Cypress, CA 90630

Dear Mr. Reynolds,

We're writing to inform you of some exciting changes coming to Cabco Yellow, Inc. Recent developments in California law have required us to revise our business structure. As such, effective June 1, 2025, Cabco Yellow Inc., dba California Yellow Cab will be closing to make way for Orange County Yellow Cooperative, Inc (OCYC). OCYC is Orange County's first and only Taxicab Cooperative, proudly owned entirely by drivers.

While Cabco Yellow is closing its doors, the new Co-Op has agreed to retain us as management under the banner of OCY Management, LLC. This will ensure seamless continuity of service in the days, months and years ahead.

Our staff, call center, and main office location will remain the same. In the upcoming days Melissa Gomez, Program Manager, will share company details such as a new W9, updated certificates of insurance, and whatever else is necessary to ensure our partnership continues and there is no contract interruption. We should commence the contract assignment process at this time. During the pendency of the assignment, Cabco Yellow can continue to service the contract while subcontracting its services to OCY Management, LLC.

For accounting purposes, please remit all future payment to OCY Management, LLC effective June 1, 2025.

We look forward to our continued partnership. Please do not hesitate to reach out should you have any questions.

Best Regards,

William J. Rouse
CEO
OCY Management, LLC

ASSIGNMENT OF THE AGREEMENT
TO PROVIDE SENIOR TRANSPORTATION SERVICES

This ASSIGNMENT OF AGREEMENT TO PROVIDE SENIOR TRANSPORTATION SERVICES is entered into effective the 1st day of June, 2025, (“Assignment”) by and between the CITY OF CYPRESS, a municipal corporation, (herein "City") and Cabco Yellow Inc, dba California Yellow Cab, a California Corporation (herein "Assignor") and OCY Management, LLC, a California limited liability company (herein “Assignee”).

## RECITALS

A. WHEREAS, on June 28, 2021, City and Assignor entered into an “AGREEMENT TO PROVIDE SENIOR TRANSPORTATION SERVICES” (“Agreement”) in which contractor agreed to perform transportation services for the City’s Senior Transportation Program, including both Nutrition Taxi and Taxi Voucher Services.

B. WHEREAS, on July 1, 2022, City and Assignor amended the Agreement to increase transportation rates as the contractor cited a cost increase of over 30% in services that are essential in performing their daily duties.

C. WHEREAS, on February 13, 2023, City Council approved the Senior Commission’s recommended changes to the Taxi Voucher Program to provide greater transportation flexibility for Cypress residents sixty years of age and older.

D. WHEREAS, on June 1, 2024, City and Assignor amended the Agreement to increase the contract sum to a maximum of $72,500 per fiscal year and a total contract amount of Three Hundred Twenty Thousand Dollars ($320,000).

E. WHEREAS, on May 1, 2025, City and Assignor amended the Agreement to increase the contract sum to a maximum of $100,000 per fiscal year and a total contract amount of Three Hundred Seventy Five Thousand Dollars ($375,000).

F. WHEREAS, the Contractor has revised their business structure and has closed its operations to Orange County Yellow Cooperative, Inc. (OCYC).

G. WHEREAS, OCYC has retained Assignee as management to ensure seamless continuity of service utilizing the same staff, call center, and main office location to ensure there is no contract interruption.

H. WHEREAS, the City, Assignor and Assinee now wish to enter into this Assignment to acknowledge the Assignor’s assignment of the Agreement from Assignor to Assignee.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

## AGREEMENT

1. Assignor does hereby sell, assign, transfer, set-over and deliver unto Assignee all right, title and interest of Assignor in and to the Agreement.

2. Assignee accepts the foregoing assignment and assumes and agrees to be bound by and to perform and observe all of the obligations, covenants, terms and conditions to be performed or observed under the Agreement arising on or after the date hereof. Assignee further agrees to indemnify Assignor and hold Assignor harmless from and against any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses (including, without limitation, attorneys' fees and expenses) asserted against or incurred by Assignor by reason of or arising out of any failure by Assignee to perform or observe the obligations, covenants, terms and conditions assumed by Assignee hereunder arising in connection with the Agreement and related to the period on or after the date hereof.

3. The Agreement shall be amended to replace all references to Cabco Yellow Inc. with OCY Management, LLC.

4. This Assignment sets forth the entire agreement between the parties with respect to the matters set forth herein. Except as otherwise modified by this Assignment, the Agreement shall remain in full force and effect.

5. This Assignment may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Assignment.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties have executed and entered into this Assignment and agree to be bound by the terms and conditions of the same.

**CITY:**

CITY OF CYPRESS,
a municipal corporation

_____
David Burke, Mayor

ATTEST:

_____
Alisha Farnell, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

_____
Fred Galante, City Attorney

**ASSIGNOR:**

Cabco Yellow Inc. dba California Yellow Cab,
a California Corporation

_____
Name: Akbar Majid
Title: President

**ASSIGNEE:**

OCY Management, LLC, a California limited liability company

_____
Name: _____
Title: President
Address:

**CITY OF CYPRESS**

**CITY COUNCIL REPORT**

**City Council Regular** **9.**

**FROM:** Matt Burton, Director of Finance and Administrative Services

**DATE:** 09/22/2025

**SUBJECT:** **Adopt Resolutions Establishing Benefits for Executive Management and Mid-Management Employees**

---

## RECOMMENDATION

1. Adopt a Resolution establishing the Schedule of Benefits for Executive Management employees; and

2. Adopt a Resolution establishing the Schedule of Benefits for Mid-Management employees.

## DISCUSSION

Benefits for Executive Management and Mid-Management employees are established and outlined in a Schedule of Benefits. These two schedules are updated and approved by the City Council at least annually to incorporate changes to health benefits; the schedules may also be updated throughout the year as necessary.

The Schedule of Benefits contains a formula for determining the monthly health benefit allowance (medical, dental and vision) provided to management employees, and the allowance is adjusted each year (typically in September) in advance of open enrollment. The formula is based on the insurance rates for the upcoming calendar year, which typically become available in August. Effective January 1, 2026, the monthly health benefit allowance will adjust from $2,557.07 to $2,711.03 for both Executive Management and Mid-Management employees.

The updated Schedule of Benefits for Executive Management also includes new language authorizing additional compensation for Acting City Manager pay, which was approved by resolution of the City Council on September 8, 2025.

## BUDGET IMPACT

The 2026 adjustment for health benefits for the 27 budgeted management positions is approximately $25,000 for the remainder of the fiscal year. Sufficient amounts are included in the FY 2025-26 Budget to pay for the additional costs.

**LEGAL REVIEW**

None required.

**APPROVED BY:** Sean Joyce, City Manager

---

**Attachments**

Resolution - Executive Management Schedule of Benefits
Resolution - Mid Management Schedule of Benefits
Exhibit A - Executive Management Final Version
Exhibit A - Executive Management Redline Version
Exhibit A - Mid Management Final Version
Exhibit A - Mid Management Redline Version

---

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, AND ACTING AS EX OFFICIO GOVERNING BOARD OF DIRECTORS OF THE CYPRESS RECREATION AND PARK DISTRICT AMENDING RESOLUTION NO. 7034 ESTABLISHING BENEFITS FOR EXECUTIVE MANAGEMENT EMPLOYEES.

WHEREAS, the City Council establishes benefits for Executive Management employees through adoption of a Resolution specifying benefits to be received; and

WHEREAS, Executive Management positions shall be provided health and life insurance coverage and leave benefits provided to other employee bargaining units in the City; and

WHEREAS, benefits for Executive Management employees are established and outlined in a Schedule of Benefits; and

WHEREAS, the health insurance cafeteria allowance for Executive Management employees is adjusted annually utilizing a formula contained in the Schedule of Benefits.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cypress, and acting as ex-officio governing Board of Directors of the Cypress Recreation and Park District, HEREBY DOES RESOLVE, DETERMINE and ORDER, that Resolution No. 7034 be amended as indicated below:

SECTION 1. That the schedule of Benefits shown in Exhibit A shall apply for all City of Cypress employees classified as Executive Management employees.

SECTION 2. That Exhibit A shall reflect other language clarification changes.

SECTION 3. This Resolution shall be effective on September 22, 2025, and all resolutions and parts of resolutions in conflict herewith are hereby rescinded.

PASSED AND ADOPTED by the City Council of the City of Cypress, and acting as ex-officio governing Board of Directors of the Cypress Recreation and Park District, at a regular meeting held on the 22nd day of September, 2025.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OFTHE CITY OF CYPRESS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 22th day of September, 2025, by the following roll call vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

_____
CITY CLERK OF THE CITY OF CYPRESS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS, AND ACTING AS EX OFFICIO GOVERNING BOARD OF DIRECTORS OF THE CYPRESS RECREATION AND PARK DISTRICT AMENDING RESOLUTION NO. 7007 ESTABLISHING BENEFITS FOR MID-MANAGEMENT EMPLOYEES.

WHEREAS, the City Council establishes benefits for Mid-Management employees through adoption of a Resolution specifying benefits to be received; and

WHEREAS, Mid-Management positions shall be provided health and life insurance coverage and leave benefits provided to other employee bargaining units in the City; and

WHEREAS, benefits for Mid-Management employees are established and outlined in a Schedule of Benefits; and

WHEREAS, the health insurance cafeteria allowance for Mid-Management employees is adjusted annually utilizing a formula contained in the Schedule of Benefits.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cypress, and acting as ex-officio governing Board of Directors of the Cypress Recreation and Park District, HEREBY DOES RESOLVE, DETERMINE and ORDER, that Resolution No. 7007 be amended as indicated below:

SECTION 1. That the schedule of Benefits shown in Exhibit A shall apply for all City of Cypress employees classified as Mid-Management employees.

SECTION 2. That Exhibit A shall reflect other language clarification changes.

SECTION 3. This Resolution shall be effective on September 22, 2025, and all resolutions and parts of resolutions in conflict herewith are hereby rescinded.

PASSED AND ADOPTED by the City Council of the City of Cypress, and acting as ex-officio governing Board of Directors of the Cypress Recreation and Park District, at a regular meeting held on the 22nd day of September, 2025.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OFTHE CITY OF CYPRESS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the 22nd day of September, 2025, by the following roll call vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

_____
CITY CLERK OF THE CITY OF CYPRESS

# EXHIBIT 'A'

# CITY OF CYPRESS
# SCHEDULE OF BENEFITS
# EXECUTIVE MANAGEMENT EMPLOYEES

## PART I - HOLIDAYS

Section 1. Recognized Holidays.

A. For pay purposes, the following holidays are recognized as municipal holidays for regular employees. Said employees shall receive these holidays off with pay: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve Day and Christmas Day.

B. Beginning the first pay period of the payroll year, current employees shall be credited with one floating holiday (9 hours). Employees hired after the beginning of the payroll year, but before September 1, will be credited with the floating holiday. Floating holiday must be taken as paid time off in the credited payroll year. There shall be no cash payment for unused floating holiday.

C. When any holiday, recognized by the City, falls on a Sunday, the following Monday shall be considered the holiday; when any day, recognized by the City as a holiday, falls on a Saturday, the preceding Friday shall be considered the holiday.

Section 2. Holidays Falling During Approved Leaves of Absence Without Pay. Any employee on an approved leave of absence without pay, having the holiday fall during the period of such leave of absence without pay, shall be eligible for such holiday pay only in those instances where said employee has worked either the day before or the day immediately following said holiday.

## PART II - VACATION

Section 1. Eligibility. All regular, full-time employees, having completed a minimum of six months continuous service with the City, and annually, thereafter, shall be eligible for a paid vacation at the employee's then current rate of pay. Recognizing that it is preferred that the full vacation be taken at one time, the employee may, nevertheless, request a modification of this preference. Upon approval of the City Manager, appropriate modifications may be allowed.

Section 2. Vacation Accrual.

Employees shall accrue vacation leave by the following formula:

| Hours/Month | Year of Employment | Annual Amount (Hours) |
|---|---|---|
| 10.0000 | 1st – 6th year | (120 hours) |
| 10.6667 | 7th year | (128 hours) |
| 11.3334 | 8th year | (136 hours) |
| 12.0000 | 9th year | (144 hours) |
| 12.6667 | 10th year | (152 hours) |
| 13.3334 | 11th year | (160 hours), and each month thereafter. |

Section 3. Maximum Accrual.

A. Employees may accumulate unused vacation to a maximum of 360 hours. The accrual of vacation hours shall cease when an employee's accumulated vacation is at the maximum. However, the value of vacation hours earned in excess of the maximum accrual will be contributed towards the employee's Retiree Health Savings Plan. Additional vacation hours shall begin accruing when the employee's vacation balance falls below the maximum.

B. For purposes of this Article, the term "anniversary date of employment" is the date an employee began accruing vacation with the City.

Section 4. Use of Vacation.

An employee who has completed five years or more of continuous service and who has taken 40 cumulative hours of vacation in the current payroll year may elect to be paid for up to a maximum of 80 hours of accrued vacation in the following calendar year. To request payment of up to 80 hours, the employee must submit an irrevocable election form to Human Resources by December 15 of the prior calendar year for the requested payment in the subsequent December's special payroll. For example, if an employee submits a payout request of 80 hours prior to December 15, 2024 and is deemed eligible to receive a payout, the employee will be paid for 80 hours in December 2025.

Section 5. Vacation Payment at Termination.

A. Employees terminating employment shall be paid in a lump sum for all accrued vacation leave.

B. When termination is caused by the death of the employee, said payment for unused vacation shall be paid to the beneficiary designated by the employee. Such designation shall be in writing, signed by the employee and filed with the Human Resources Office. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

Section 6. Holidays Falling During Vacation Leave. In the event one or more municipal holidays fall within an annual vacation leave, such holiday shall not be charged as vacation leave and the vacation leave shall be extended accordingly.

Section 7. Vacation Earned During Leave of Absence. No vacation leave shall be earned during any leave of absence without pay for each 30-day period of such leave. Vacation leave shall be earned on a prorated basis during a leave of absence on partial pay status.

Section 8. Vacation - Miscellaneous. Employees shall not work for the City during their vacation and, thereby, receive double compensation from the City.

## PART III - SICK LEAVE

Section 1. General Sick Leave Provisions.

A. Sick leave shall be requested only in cases of actual personal sickness or disability, medical or dental treatment, or as authorized by the City Manager or the Personnel Officer under the provisions of the Federal Family Medical Leave Act and/or the California Family Rights Act, California Labor Code Section 233 (use of sick leave) or the Healthy Workplace Healthy Family Act of 2014. Sick leave with pay shall not be allowed unless the employee has met and complied with these provisions and the City Manager has approved such payment.

Section 2. Eligibility. All employees covered by this Agreement shall be eligible to accrue sick leave.

Section 3. Accrual. Sick leave shall be accrued at the rate of eight hours per calendar month for each calendar month that an employee has worked regularly scheduled hours and/or has been on authorized leave which provides for full pay, for at least 15 working days in that month. Sick leave shall be earned on a prorated basis during a leave of absence on partial pay status.

Section 4. Accumulation and Payment Plan.

A. Accrued sick leave may be accumulated without limit.

B. Payment of accumulated sick leave shall be granted by the Personnel Officer on an annual basis to all regular employees who have a minimum of 120 hours of accumulated sick leave on record on December 1st, and opt to receive payment of up to 48 hours of sick leave, during the subsequent December's special payroll at a rate of 50% of current salary. Employees must have a minimum balance of 120 hours after the payment of sick leave to be eligible for the payout.

C. Payment of accumulated sick leave shall be granted by the Personnel Officer on an annual basis to all employees who have a minimum of 240 hours of accumulated sick leave on record on December 1st, and opt to receive payment of up to 48 hours of sick leave, during the subsequent December's special payroll, at a rate of 100% of current salary. Employees must have a minimum balance of 120 hours after payment of sick leave to be eligible for the payout.

D. Employees wishing to cash out sick leave as described in Section 4. (B) and (C) above, must submit an irrevocable election form to Human Resources by December 15 for payment on the subsequent December's special payroll. For example, if an employee submits a payout request for the maximum 48 hours prior to December 15, 2024, payment will be issued in December 2025 (if eligible).

E. In accordance with the annual conversion policy set forth in Section 4. (B), (C) and (D) above, employees shall have the option of depositing their sick leave payment in a City deferred compensation program instead of receiving payment in cash. All deposits made into the deferred compensation program shall be made in accordance with any and all regulations governing the deferred compensation program.

F. Upon death, retirement, separation or termination of an employee covered by this Agreement, with a minimum of 60 days or 480 hours of sick leave accumulation, said employee is entitled to receive 50% compensation for that accumulated sick leave.

G. Upon death, retirement, separation or termination of an employee covered by this Agreement, with a minimum of five years of service and with between 240 hours and 480 hours of sick leave accumulation, said employee is entitled to receive payment for the difference between that amount of sick leave and 240 hours at 50% compensation.

H. If the Chief of Police was promoted and was previously a member of the Cypress Police Management Association (PMA), upon service retirement or termination, he/she will be entitled to receive payment of accumulated sick leave hours earned prior to promotion to Chief of Police, consistent with the terms of the PMA Memorandum of Understanding in effect at the time of promotion. Accumulated sick leave hours will be documented at the time of promotion and shall be paid to the Chief of Police at the highest hourly rate within the PMA upon separation from employment. Sick leave hours accumulated as Chief of Police will be paid in accordance with the

sections above. If the Chief of Police is terminated for misconduct, he/she is ineligible for this payment.

I. In accordance with the payment plan set forth in Section 4 (F) and (G) above, upon separation, termination or retirement of an employee covered by this Agreement, said employee shall have the option of depositing their sick leave payment in a City deferred compensation program, instead of receiving payment in cash. All deposits made into the deferred compensation program shall be made in accordance with any and all regulations governing the deferred compensation program.

Section 5. Use.

A. Sick leave may be requested and approved by the City Manager. Payment for approved sick leave shall be authorized until the employee's accumulated total of sick leave hours has been exhausted and at such time the employee shall receive no further payment for sick leave. An employee shall have his/her accumulated sick leave balance reduced by an amount equal to the number of hours of sick leave for which he/she receives payment.

B. Sick leave shall not be granted for disability arising from any sickness or injury purposely self-inflicted or caused by an employee's own willful misconduct.

Section 6. Sick Leave During Vacation. An employee who becomes ill while on vacation may have such period of illness charged to his/her accumulated sick leave. The employee may request an extension of vacation due to illness, subject to the approval of the City Manager.

Section 7. Extended Sick Leave. In the event of an employee's continuing illness which results in depletion of sick leave accumulation, the employee may request, in writing, to the City Manager, a leave of absence without pay for the purpose of recovering from an illness, provided:

1. The employee has used all of his/her accumulated sick leave.

2. The employee presents to the City Manager, a written estimate of the time needed for recovery signed by the employee's physician.

3. Prior to resuming his/her duties, the employee may be required to take a medical examination at the City's expense and provide a medical release to return to work from the employee's physician as prescribed by the City Manager. The employment record and the results of such examination shall be considered by the City Manager in determining the employee's fitness to return to work.

Section 8. Federal Medical Leave Act and the California Family Rights Act

The City shall comply with the Federal Medical Leave Act of 1993 (FMLA) and the California Family Rights Act (CFRA) of 1991. Where there are differences between similar provisions of the Acts, the City shall comply with the provision which gives the employee the greater rights.

Section 9. On-the-job Injury. Employees who are disabled by injury or illness arising out of and in the course of their duties for the City, shall be entitled, regardless of his/her period of service with the City, to a leave of absence for the period of such disability, but not exceeding one (1) year, or until such earlier date as he/she is retired on permanent disability pension. Employees are eligible for up to four months of salary continuation in lieu of temporary disability payments. During the first five working days of such disability, the City shall pay 100% of the salary in lieu of temporary disability payments. Thereafter, the employee shall receive 80% of salary in lieu of temporary disability

payments. Any payments made pursuant to this Section shall not be charged to sick leave; provided, however, no sick leave or vacation benefits shall accrue during the period of such disability.

Section 10. Off-the-job Injury. An employee injured outside of his/her service with the City may apply for benefits under the disability insurance plan provided by the City.

Section 11. California Labor Code Section 233

Pursuant to California Labor Code Section 233, employees may use a total of 48 hours of their accrued and available sick leave for the following reasons:

1. To attend to the illness of their child, parent, spouse, registered domestic partner, parent-in-law, grandparent, grandchild, sibling or designated person.
2. To obtain any relief of services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

    a. A temporary restraining order or restraining order.
    b. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
    c. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
    d. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
    e. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
    f. To participate in safety planning and take other action to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

## ARTICLE IV - HEALTH, DENTAL, VISION, LIFE AND DISABILITY INSURANCE

Section 1. Health Insurance Plan.

A. For the employees covered by the terms of this Agreement, the City and the employees shall contribute the sums listed below per month per employee toward health insurance:

### MEDICAL RATE PROVISIONS AND SCHEDULE

**Health Insurance Benefit:** The City shall provide health insurance coverage for the employee and any dependents which may include medical, dental and vision insurance plans. Effective January 1, 2026, the maximum contribution amount will increase from $2,557.07 to $2,711.03 per month. Annual increases to the City's monthly contributions shall be based upon the average cost of all area HMO plans offered through the PERS Health Plan (2025 $2,393.86/ 2026 $2,547.82) plus the DPO Dental Family rate (2025/2026 $137.40) and the Family Vision rate (2025/2026 $25.81). Employees shall maintain the PERS Health Plan minimally at the employee-only coverage level, unless the employee demonstrates proof of other group coverage. Coverage under dental and vision plans shall be optional.

If the City's contribution exceeds the total premium cost of health plans chosen by the employee, the difference may be contributed toward additional/dependent coverage, including additional life insurance, or paid as additional compensation.

If the total premium cost of health plans chosen by the employee exceeds the City's contribution, the employee shall pay, through payroll deduction, the difference between the total cost and the City's contribution. The employee's exercise of the option to use the difference toward additional/dependent health coverage or receive the additional cash as compensation is subject to the conditions controlling enrollment periods and eligibility established by the respective plans or carriers.

B. Retiree Health Savings Plan. The City will contribute $185 per month for each employee participating in the Retiree Health Savings Plan.

C. Retiree Health Savings Program. Full-time employees who promote to a management classification, and have previously opted to grandfather into the Supplemental Health Care Benefit Program, may elect to remain in the program in lieu of mandatory enrollment in the Retiree Health Savings Plan.

D. 401(a) Retirement Savings Plan. The City will contribute $200 per month.

Section 2. Life Insurance Plan.

The City shall pay 100% of the premium for a term life insurance policy for each eligible employee which shall be based upon a formula equal to one times the employee's annual salary rounded up to the nearest thousand dollars up to $300,000.

Section 3. Disability Insurance Plan. The City shall provide a short-term and long-term disability insurance plan for all employees covered by this agreement. The City shall pay 100% of the premium.

Section 4. Executive Wellness Program. Employees may request reimbursement for a maximum of $1,000 on an annual basis for eligible wellness program expenses as determined by the Personnel Officer.

## PART V – RETIREMENT

Section 1. The City shall make contributions for employees to the California Public Employees Retirement System (CalPERS) plan known as 2% at 55 for "Classic" Miscellaneous members and 3% at 50 for "Classic" Safety members. "Classic" Miscellaneous employees hired prior to June 30, 2010 shall contribute 3% of salary towards their CalPERS retirement plan.

Section 2. Employees hired after June 30, 2010, if determined to be "Classic" Miscellaneous members, shall contribute 6% of salary towards their CalPERS retirement plan.

Section 3. The Chief of Police, if determined to be a "Classic" Safety member, shall contribute 12% of salary towards his/her CalPERS retirement plan.

Section 4. Employees hired after January 1, 2013 and are new to CalPERS, or have had a six month or more break in service, are considered "PEPRA" members and are subject to all laws, statutes, rules and regulations of the Public Employees' Pension Reform Act (PEPRA).

Section 5. The City's CalPERS contract shall provide the Survivor's Continuance Benefit to employees.

Section 6. The City's CalPERS contract shall provide for the 1959 Survivor's Benefit (Level 3). The City shall make the employees' contribution in the amount of $2.00 per month.

Section 7. The City's CalPERS contract shall provide for the "Single Highest Year Compensation" benefit for eligible employees. The City shall pay for the entire cost of this benefit.

## PART VI - AUTO ALLOWANCE

A monthly auto allowance will be provided in the amount of $500. The Chief of Police has the option of being provided a City vehicle in lieu of the auto allowance.

## PART VII – TECHNOLOGY ALLOWANCE

A $100 monthly technology allowance will be provided to purchase and maintain personal technology devices (i.e. cell phone, computer, tablet) and/or services (i.e. internet, cell phone service) to perform the duties of their position.

## PART VIII – UNIFORM ALLOWANCE

The Police Chief shall receive a Uniform Allowance of $850 per year.

## PART IX – SPECIAL PAY PROVISION

Section 1. Executive Manager Lead Assignment. The City may designate any Executive Management employee to the Executive Manager Lead Assignment. The employee so assigned will lead and supervise over other managers. An employee who is routinely and consistently assigned to the Executive Manager Lead Assignment shall receive special assignment pay equal to 5% over base pay for such duties. The City Manager may remove an employee from the assignment at the City Manager's discretion.

Section 2. Management Performance Recognition Program. The City Manager may recognize the outstanding performance of Executive Management employees. Based upon criteria and the sole discretion of the City Manager, employees will be eligible to receive a one-time payment up to 5% of base salary within a 12-month period. Such amounts shall be payable in conjunction with an employee's performance review.

Section 3. Severance. Employees are entitled to four months' base salary if terminated without cause.

"Cause" for termination shall include, but not limited to the following: persistent, habitual or willful neglect of duty; insubordination; corrupt of willful misconduct; willful malfeasance or conviction of an illegal act amounting to an act of moral turpitude; willful destruction or misuse of City property; habitual intoxication while on duty, whether by alcohol, prescription or non-prescription drugs; inexcusable absence without an authorized leave of absence; theft or attempted theft; financial mismanagement; material dishonesty; willful violation of Federal or State discrimination and harassment laws while acting in the course and scope of employment; willful and unlawful retaliation against any City officer or employee; engaging in conduct tending to bring embarrassment or disrepute to the City.

Severance pay is contingent upon the following conditions:

a) The employee must execute a comprehensive waiver and release of all claims against the City, its officials, employees, and agents, in a form approved by the City Attorney.

b) The waiver and release must become effective and irrevocable. This includes the expiration of any applicable revocation period required by law, such as the 7-day revocation period for employees age 40 and over under the Age Discrimination in Employment Act.

c) The employee must comply with all post-employment obligations outlined in the severance agreement, including but not limited to return of City property.

d) Severance pay will be provided only for involuntary terminations without cause. It does not apply to voluntary resignations or terminations for cause.

e) Severance pay shall be subject to all applicable taxes and withholdings required by law.

f) Employees will be advised in writing to consult with an attorney before signing the severance agreement.

## PART X – ACTING CITY MANAGER

In the absence of a regularly appointed City Manager, the City Council may designate any Executive Management employee to serve as Acting City Manager on a temporary basis. The Acting City Manager will have the powers and duties described in Chapter 2, Article II of the Cypress Municipal Code.

An employee who is assigned to serve as the Acting City Manager shall receive additional compensation pay equal to 10% of their regular base pay plus any special assignment pay, for performing such duties for the duration of the appointment, which shall not exceed the limits in Government Code section 20480(a). The City Council may revoke the assignment, or remove an employee from the assignment, any time at the City Council's discretion. The assignment shall also end immediately upon the City Council's appointment of another Acting City Manager, Interim City Manager or permanent City Manager.

# EXHIBIT 'A'

# CITY OF CYPRESS
# SCHEDULE OF BENEFITS
# EXECUTIVE MANAGEMENT EMPLOYEES

## PART I - HOLIDAYS

Section 1. Recognized Holidays.

A. For pay purposes, the following holidays are recognized as municipal holidays for regular employees. Said employees shall receive these holidays off with pay: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve Day and Christmas Day.

B. Beginning the first pay period of the payroll year, current employees shall be credited with one floating holiday (9 hours). Employees hired after the beginning of the payroll year, but before September 1, will be credited with the floating holiday. Floating holiday must be taken as paid time off in the credited payroll year. There shall be no cash payment for unused floating holiday.

C. When any holiday, recognized by the City, falls on a Sunday, the following Monday shall be considered the holiday; when any day, recognized by the City as a holiday, falls on a Saturday, the preceding Friday shall be considered the holiday.

Section 2. Holidays Falling During Approved Leaves of Absence Without Pay. Any employee on an approved leave of absence without pay, having the holiday fall during the period of such leave of absence without pay, shall be eligible for such holiday pay only in those instances where said employee has worked either the day before or the day immediately following said holiday.

## PART II - VACATION

Section 1. Eligibility. All regular, full-time employees, having completed a minimum of six months continuous service with the City, and annually, thereafter, shall be eligible for a paid vacation at the employee's then current rate of pay. Recognizing that it is preferred that the full vacation be taken at one time, the employee may, nevertheless, request a modification of this preference. Upon approval of the City Manager, appropriate modifications may be allowed.

Section 2. Vacation Accrual.

Employees shall accrue vacation leave by the following formula:

| Hours/Month | Year of Employment | Annual Amount (Hours) |
|---|---|---|
| 10.0000 | 1st – 6th year | (120 hours) |
| 10.6667 | 7th year | (128 hours) |
| 11.3334 | 8th year | (136 hours) |
| 12.0000 | 9th year | (144 hours) |
| 12.6667 | 10th year | (152 hours) |
| 13.3334 | 11th year | (160 hours), and each month thereafter. |

Section 3. Maximum Accrual.

A. Employees may accumulate unused vacation to a maximum of 360 hours. The accrual of vacation hours shall cease when an employee's accumulated vacation is at the maximum. However, the value of vacation hours earned in excess of the maximum accrual will be contributed towards the employee's Retiree Health Savings Plan. Additional vacation hours shall begin accruing when the employee's vacation balance falls below the maximum.

B. For purposes of this Article, the term "anniversary date of employment" is the date an employee began accruing vacation with the City.

Section 4. Use of Vacation.

An employee who has completed five years or more of continuous service and who has taken 40 cumulative hours of vacation in the current payroll year may elect to be paid for up to a maximum of 80 hours of accrued vacation in the following calendar year. To request payment of up to 80 hours, the employee must submit an irrevocable election form to Human Resources by December 15 of the prior calendar year for the requested payment in the subsequent December's special payroll. For example, if an employee submits a payout request of 80 hours prior to December 15, 2024 and is deemed eligible to receive a payout, the employee will be paid for 80 hours in December 2025.

Section 5. Vacation Payment at Termination.

A. Employees terminating employment shall be paid in a lump sum for all accrued vacation leave.

B. When termination is caused by the death of the employee, said payment for unused vacation shall be paid to the beneficiary designated by the employee. Such designation shall be in writing, signed by the employee and filed with the Human Resources Office. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

Section 6. Holidays Falling During Vacation Leave. In the event one or more municipal holidays fall within an annual vacation leave, such holiday shall not be charged as vacation leave and the vacation leave shall be extended accordingly.

Section 7. Vacation Earned During Leave of Absence. No vacation leave shall be earned during any leave of absence without pay for each 30-day period of such leave. Vacation leave shall be earned on a prorated basis during a leave of absence on partial pay status.

Section 8. Vacation - Miscellaneous. Employees shall not work for the City during their vacation and, thereby, receive double compensation from the City.

## PART III - SICK LEAVE

Section 1. General Sick Leave Provisions.

A. Sick leave shall be requested only in cases of actual personal sickness or disability, medical or dental treatment, or as authorized by the City Manager or the Personnel Officer under the provisions of the Federal Family Medical Leave Act and/or the California Family Rights Act, California Labor Code Section 233 (use of sick leave) or the Healthy Workplace Healthy Family Act of 2014. Sick leave with pay shall not be allowed unless the employee has met and complied with these provisions and the City Manager has approved such payment.

Section 2. Eligibility. All employees covered by this Agreement shall be eligible to accrue sick leave.

Section 3. Accrual. Sick leave shall be accrued at the rate of eight hours per calendar month for each calendar month that an employee has worked regularly scheduled hours and/or has been on authorized leave which provides for full pay, for at least 15 working days in that month. Sick leave shall be earned on a prorated basis during a leave of absence on partial pay status.

Section 4. Accumulation and Payment Plan.

A. Accrued sick leave may be accumulated without limit.

B. Payment of accumulated sick leave shall be granted by the Personnel Officer on an annual basis to all regular employees who have a minimum of 120 hours of accumulated sick leave on record on December 1st, and opt to receive payment of up to 48 hours of sick leave, during the subsequent December's special payroll at a rate of 50% of current salary. Employees must have a minimum balance of 120 hours after the payment of sick leave to be eligible for the payout.

C. Payment of accumulated sick leave shall be granted by the Personnel Officer on an annual basis to all employees who have a minimum of 240 hours of accumulated sick leave on record on December 1st, and opt to receive payment of up to 48 hours of sick leave, during the subsequent December's special payroll, at a rate of 100% of current salary. Employees must have a minimum balance of 120 hours after payment of sick leave to be eligible for the payout.

D. Employees wishing to cash out sick leave as described in Section 4. (B) and (C) above, must submit an irrevocable election form to Human Resources by December 15 for payment on the subsequent December's special payroll. For example, if an employee submits a payout request for the maximum 48 hours prior to December 15, 2024, payment will be issued in December 2025 (if eligible).

E. In accordance with the annual conversion policy set forth in Section 4. (B), (C) and (D) above, employees shall have the option of depositing their sick leave payment in a City deferred compensation program instead of receiving payment in cash. All deposits made into the deferred compensation program shall be made in accordance with any and all regulations governing the deferred compensation program.

F. Upon death, retirement, separation or termination of an employee covered by this Agreement, with a minimum of 60 days or 480 hours of sick leave accumulation, said employee is entitled to receive 50% compensation for that accumulated sick leave.

G. Upon death, retirement, separation or termination of an employee covered by this Agreement, with a minimum of five years of service and with between 240 hours and 480 hours of sick leave accumulation, said employee is entitled to receive payment for the difference between that amount of sick leave and 240 hours at 50% compensation.

H. If the Chief of Police was promoted and was previously a member of the Cypress Police Management Association (PMA), upon service retirement or termination, he/she will be entitled to receive payment of accumulated sick leave hours earned prior to promotion to Chief of Police, consistent with the terms of the PMA Memorandum of Understanding in effect at the time of promotion. Accumulated sick leave hours will be documented at the time of promotion and shall be paid to the Chief of Police at the highest hourly rate within the PMA upon separation from employment. Sick leave hours accumulated as Chief of Police will be paid in accordance with the

sections above. If the Chief of Police is terminated for misconduct, he/she is ineligible for this payment.

I. In accordance with the payment plan set forth in Section 4 (F) and (G) above, upon separation, termination or retirement of an employee covered by this Agreement, said employee shall have the option of depositing their sick leave payment in a City deferred compensation program, instead of receiving payment in cash. All deposits made into the deferred compensation program shall be made in accordance with any and all regulations governing the deferred compensation program.

Section 5. Use.

A. Sick leave may be requested and approved by the City Manager. Payment for approved sick leave shall be authorized until the employee's accumulated total of sick leave hours has been exhausted and at such time the employee shall receive no further payment for sick leave. An employee shall have his/her accumulated sick leave balance reduced by an amount equal to the number of hours of sick leave for which he/she receives payment.

B. Sick leave shall not be granted for disability arising from any sickness or injury purposely self-inflicted or caused by an employee's own willful misconduct.

Section 6. Sick Leave During Vacation. An employee who becomes ill while on vacation may have such period of illness charged to his/her accumulated sick leave. The employee may request an extension of vacation due to illness, subject to the approval of the City Manager.

Section 7. Extended Sick Leave. In the event of an employee's continuing illness which results in depletion of sick leave accumulation, the employee may request, in writing, to the City Manager, a leave of absence without pay for the purpose of recovering from an illness, provided:

1. The employee has used all of his/her accumulated sick leave.

2. The employee presents to the City Manager, a written estimate of the time needed for recovery signed by the employee's physician.

3. Prior to resuming his/her duties, the employee may be required to take a medical examination at the City's expense and provide a medical release to return to work from the employee's physician as prescribed by the City Manager. The employment record and the results of such examination shall be considered by the City Manager in determining the employee's fitness to return to work.

Section 8. Federal Medical Leave Act and the California Family Rights Act

The City shall comply with the Federal Medical Leave Act of 1993 (FMLA) and the California Family Rights Act (CFRA) of 1991. Where there are differences between similar provisions of the Acts, the City shall comply with the provision which gives the employee the greater rights.

Section 9. On-the-job Injury. Employees who are disabled by injury or illness arising out of and in the course of their duties for the City, shall be entitled, regardless of his/her period of service with the City, to a leave of absence for the period of such disability, but not exceeding one (1) year, or until such earlier date as he/she is retired on permanent disability pension. Employees are eligible for up to four months of salary continuation in lieu of temporary disability payments. During the first five working days of such disability, the City shall pay 100% of the salary in lieu of temporary disability payments. Thereafter, the employee shall receive 80% of salary in lieu of temporary disability

payments. Any payments made pursuant to this Section shall not be charged to sick leave; provided, however, no sick leave or vacation benefits shall accrue during the period of such disability.

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Pursuant to California Labor Code Section 233, employees may use a total of 48 hours of their accrued and available sick leave for the following reasons:

1. To attend to the illness of their child, parent, spouse, registered domestic partner, parent-in-law, grandparent, grandchild, sibling or designated person.
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    a. A temporary restraining order or restraining order.
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    d. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
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Section 1. Health Insurance Plan.

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### MEDICAL RATE PROVISIONS AND SCHEDULE

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A $100 monthly technology allowance will be provided to purchase and maintain personal technology devices (i.e. cell phone, computer, tablet) and/or services (i.e. internet, cell phone service) to perform the duties of their position.

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The Police Chief shall receive a Uniform Allowance of $850 per year.

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Section 2. Management Performance Recognition Program. The City Manager may recognize the outstanding performance of Executive Management employees. Based upon criteria and the sole discretion of the City Manager, employees will be eligible to receive a one-time payment up to 5% of base salary within a 12-month period. Such amounts shall be payable in conjunction with an employee's performance review.

Section 3. Severance. Employees are entitled to four months' base salary if terminated without cause.

"Cause" for termination shall include, but not limited to the following: persistent, habitual or willful neglect of duty; insubordination; corrupt of willful misconduct; willful malfeasance or conviction of an illegal act amounting to an act of moral turpitude; willful destruction or misuse of City property; habitual intoxication while on duty, whether by alcohol, prescription or non-prescription drugs; inexcusable absence without an authorized leave of absence; theft or attempted theft; financial mismanagement; material dishonesty; willful violation of Federal or State discrimination and harassment laws while acting in the course and scope of employment; willful and unlawful retaliation against any City officer or employee; engaging in conduct tending to bring embarrassment or disrepute to the City.

Severance pay is contingent upon the following conditions:

a) The employee must execute a comprehensive waiver and release of all claims against the City, its officials, employees, and agents, in a form approved by the City Attorney.

b) The waiver and release must become effective and irrevocable. This includes the expiration of any applicable revocation period required by law, such as the 7-day revocation period for employees age 40 and over under the Age Discrimination in Employment Act.

c) The employee must comply with all post-employment obligations outlined in the severance agreement, including but not limited to return of City property.

d) Severance pay will be provided only for involuntary terminations without cause. It does not apply to voluntary resignations or terminations for cause.

e) Severance pay shall be subject to all applicable taxes and withholdings required by law.

f) Employees will be advised in writing to consult with an attorney before signing the severance agreement.

## PART X – ACTING CITY MANAGER

In the absence of a regularly appointed City Manager, the City Council may designate any Executive Management employee to serve as Acting City Manager on a temporary basis. The Acting City Manager will have the powers and duties described in Chapter 2, Article II of the Cypress Municipal Code.

An employee who is assigned to serve as the Acting City Manager shall receive additional compensation pay equal to 10% of their regular base pay plus any special assignment pay, for performing such duties for the duration of the appointment, which shall not exceed the limits in Government Code section 20480(a). The City Council may revoke the assignment, or remove an employee from the assignment, any time at the City Council's discretion. The assignment shall also end immediately upon the City Council's appointment of another Acting City Manager, Interim City Manager or permanent City Manager.

# EXHIBIT 'A'

# CITY OF CYPRESS
# SCHEDULE OF BENEFITS
# MID-MANAGEMENT EMPLOYEES

## PART I - HOLIDAYS

Section 1. Recognized Holidays.

A. For pay purposes, the following holidays are recognized as municipal holidays for regular employees. Said employees shall receive these holidays off with pay: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve Day and Christmas Day.

B. Beginning the first pay period of the payroll year, current employees shall be credited with one floating holiday (9 hours). Employees hired after the beginning of the payroll year, but before September 1, will be credited with the floating holiday. Floating holiday may be taken subject to approval of the employee's supervisor after consideration of the department workload and other staffing considerations such as, but not limited to, leave schedules of other employees already approved, sick leave and position vacancies. Floating holiday must be taken as paid time off in the credited payroll year. There shall be no cash payment for unused floating holiday.

C. When any holiday, recognized by the City, falls on a Sunday, the following Monday shall be considered the holiday; when any day, recognized by the City as a holiday, falls on a Saturday, the preceding Friday shall be considered the holiday.

D. Religious holidays requested off shall be done so in writing to the employee's supervisor. If approved, such time shall be charged against accumulated vacation or floating holiday leave.

Section 2. Holidays Falling During Approved Leaves of Absence Without Pay. Any employee on an approved leave of absence without pay, having the holiday fall during the period of such leave of absence without pay, shall be eligible for such holiday pay only in those instances where said employee has worked either the day before or the day immediately following said holiday.

## PART II - VACATION

Section 1. Eligibility. All regular, full-time employees, having completed a minimum of six months continuous service with the City, and annually, thereafter, shall be eligible for a paid vacation at the employee's then current rate of pay. Recognizing that it is preferred that the full vacation be taken at one time, the employee may, nevertheless, request a modification of this preference. Upon approval of the City Manager, appropriate modifications may be allowed.

Section 2. Vacation Accrual.

Employees shall accrue vacation leave by the following formula:

| Hours/Month | Year of Employment | Annual Amount (Hours) |
|---|---|---|
| 6.6670 | 1st year | (80 hours) |
| 7.3334 | 2nd year | (88 hours) |
| 8.0000 | 3rd year | (96 hours) |
| 8.6667 | 4th year | (104 hours) |

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| 9.3334 | 5th year | (112 hours) |
| 10.0000 | 6th year | (120 hours) |
| 10.6667 | 7th year | (128 hours) |
| 11.3334 | 8th year | (136 hours) |
| 12.0000 | 9th year | (144 hours) |
| 12.6667 | 10th year | (152 hours) |
| 13.3334 | 11th year | (160 hours), and each month thereafter. |

Section 3. Maximum Accrual.

A. Employees may accumulate unused vacation to a maximum of the amount accrued in the 24 months immediately preceding the employee's anniversary date of employment with a maximum of 320 hours. The accrual of vacation hours shall cease when an employee's accumulated vacation is at the maximum provided in this Section. However, the value of vacation hours earned in excess of the maximum accrual will be contributed towards the employee's Retiree Health Savings Plan. Additional vacation hours shall begin accruing when the employee's vacation balance falls below the maximum.

B. For purposes of this Article, the term "anniversary date of employment" is the date an employee began accruing vacation with the City.

Section 4. Use of Vacation.

A. The time at which an employee's vacation is to occur shall be determined by the employee's supervisor with due regard for the wishes of the employee and particular regard for the needs of the service.

B. An employee who has completed five years or more of continuous service and who has taken 40 cumulative hours of vacation in the current payroll year may elect to be paid for up to a maximum of 80 hours of accrued vacation in the following calendar year. To request payment of up to 80 hours, the employee must submit an irrevocable election form to Human Resources by December 15 of the prior calendar year for the requested payment in the subsequent December's special payroll. For example, if an employee submits a payout request of 80 hours prior to December 15, 2024 and is deemed eligible to receive a payout, the employee will be paid for 80 hours in December 2025.

Section 5. Vacation Payment at Termination.

A. Employees terminating employment shall be paid in a lump sum for all accrued vacation leave.

B. When termination is caused by the death of the employee, said payment for unused vacation shall be paid to the beneficiary designated by the employee. Such designation shall be in writing, signed by the employee and filed with the Human Resources Office. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

Section 6. Holidays Falling During Vacation Leave. In the event one or more municipal holidays fall within an annual vacation leave, such holiday shall not be charged as vacation leave and the vacation leave shall be extended accordingly.

Section 7. Vacation Earned During Leave of Absence. No vacation leave shall be earned during any leave of absence without pay for each 30-day period of such leave. Vacation leave shall be earned on a prorated basis during a leave of absence on partial pay status.

Section 8. Vacation - Miscellaneous. Employees shall not work for the City during their vacation and, thereby, receive double compensation from the City.

## PART III - SICK LEAVE

Section 1. General Sick Leave Provisions.

A. Sick leave shall be requested only in cases of actual personal sickness or disability, medical or dental treatment, or as authorized by the City Manager or the Personnel Officer under the provisions of the Federal Family Medical Leave Act and/or the California Family Rights Act, California Labor Code Section 233 (use of sick leave) or the Healthy Workplace Healthy Family Act of 2014. The employee requesting sick leave shall notify his/her immediate supervisor prior to the time set for reporting to work. Sick leave with pay shall not be allowed unless the employee has met and complied with these provisions and the department head or the City Manager has approved such payment.

Section 2. Eligibility. All employees covered by this Agreement shall be eligible to accrue sick leave.

Section 3. Accrual. Sick leave shall be accrued at the rate of eight hours per calendar month for each calendar month that an employee has worked regularly scheduled hours and/or has been on authorized leave which provides for full pay, for at least 15 working days in that month. Sick leave shall be earned on a prorated basis during a leave of absence on partial pay status.

Section 4. Accumulation and Payment Plan.

A. Accrued sick leave may be accumulated without limit.

B. Payment of accumulated sick leave shall be granted by the Personnel Officer on an annual basis to all regular employees who have a minimum of 120 hours of accumulated sick leave on record on December 1st, and opt to receive payment of up to 48 hours of sick leave, during the subsequent December's special payroll at a rate of 50% of current salary. Employees must have a minimum balance of 120 hours after the payment of sick leave to be eligible for the payout.

C. Payment of accumulated sick leave shall be granted by the Personnel Officer on an annual basis to all employees who have a minimum of 240 hours of accumulated sick leave on record on December 1st, and opt to receive payment of up to 48 hours of sick leave, during the subsequent December's special payroll, at a rate of 100% of current salary. Employees must have a minimum balance of 120 hours after payment of sick leave to be eligible for the payout.

D. Employees wishing to cash out sick leave as described in Section 4. (B) and (C) above, must submit an irrevocable election form to Human Resources by December 15 for payment on the subsequent December's special payroll. For example, if an employee submits a payout request for the maximum 48 hours prior to December 15, 2024, payment will be issued in December 2025 (if eligible).

E. In accordance with the annual conversion policy set forth in Section 4. (B), (C) and (D) above, employees shall have the option of depositing their sick leave payment in a City deferred compensation program instead of receiving payment in cash. All deposits made into the deferred compensation program shall be made in accordance with any and all regulations governing the deferred compensation program.

F. Upon death, retirement, separation or termination of an employee covered by this Agreement, with a minimum of 60 days or 480 hours of sick leave accumulation, said employee is entitled to receive 50% compensation for that accumulated sick leave.

G. Upon death, retirement, separation or termination of an employee covered by this Agreement, with a minimum of five years of service and with between 240 hours and 480 hours of sick leave accumulation, said employee is entitled to receive payment for the difference between that amount of sick leave and 240 hours at 50% compensation.

H. In accordance with the payment plan set forth in Section 4 (F) and (G) above, upon separation, termination or retirement of an employee covered by this Agreement, said employee shall have the option of depositing their sick leave payment in a City deferred compensation program, instead of receiving payment in cash. All deposits made into the deferred compensation program shall be made in accordance with any and all regulations governing the deferred compensation program.

Section 5. Use.

A. Sick leave may be requested and used as approved by the department head or the City Manager. Payment for approved sick leave shall be authorized until the employee's accumulated total of sick leave hours has been exhausted and at such time the employee shall receive no further payment for sick leave. An employee shall have his/her accumulated sick leave balance reduced by an amount equal to the number of hours of sick leave for which he/she receives payment.

B. Sick leave shall not be granted for disability arising from any sickness or injury purposely self-inflicted or caused by an employee's own willful misconduct.

Section 6. Sick Leave During Vacation. An employee who becomes ill while on vacation may have such period of illness charged to his/her accumulated sick leave provided that: immediately upon return to duty, the employee submits to his/her department head a written request for sick leave and a written statement signed by his/her physician that includes the dates of illness; and the department head recommends and the City Manager approves granting of such sick leave. The employee may request an extension of vacation due to illness, subject to the approval of the department head and City Manager.

Section 7. Extended Sick Leave. In the event of an employee's continuing illness which results in depletion of sick leave accumulation, the employee may request, in writing, to his/her department head and City Manager, a leave of absence without pay for the purpose of recovering from an illness, provided:

1. The employee has used all of his/her accumulated sick leave.

2. The employee presents to his/her department head for referral to and consideration by the City Manager, a written estimate of the time needed for recovery signed by the employee's physician.

3. Prior to resuming his/her duties, the employee may be required to take a medical examination at the City’s expense and provide a medical release to return to work from the employee's physician as prescribed by the City Manager. The employment record and the results of such examination shall be considered by the City Manager in determining the employee's fitness to return to work.

Section 8. Federal Medical Leave Act and the California Family Rights Act

The City shall comply with the Federal Medical Leave Act of 1993 (FMLA) and the California Family Rights Act (CFRA) of 1991. Where there are differences between similar provisions of the Acts, the City shall comply with the provision which gives the employee the greater rights.

Section 9. On-the-job Injury. Employees who are disabled by injury or illness arising out of and in the course of their duties for the City, shall be entitled, regardless of his/her period of service with the City, to a leave of absence for the period of such disability, but not exceeding one (1) year, or until such earlier date as he/she is retired on permanent disability pension. Employees are eligible for up to four months of salary continuation in lieu of temporary disability payments. During the first five working days of such disability, the City shall pay 100% of the salary in lieu of temporary disability payments. Thereafter, the employee shall receive 80% of salary in lieu of temporary disability payments. Any payments made pursuant to this Section shall not be charged to sick leave; provided, however, no sick leave or vacation benefits shall accrue during the period of such disability.

Section 10. Off-the-job Injury. An employee injured outside of his/her service with the City may apply for benefits under the disability insurance plan provided by the City.

Section 11. California Labor Code Section 233

Pursuant to California Labor Code Section 233, employees may use a total of 48 hours of their accrued and available sick leave for the following reasons:

1. To attend to the illness of their child, parent, spouse, registered domestic partner, parent-in-law, grandparent, grandchild, sibling or designated person.
2. To obtain any relief of services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

    a. A temporary restraining order or restraining order.
    b. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
    c. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
    d. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
    e. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
    f. To participate in safety planning and take other action to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

## ARTICLE IV - HEALTH, DENTAL, VISION, LIFE AND DISABILITY INSURANCE

Section 1. Health Insurance Plan.

A. For the employees covered by the terms of this Agreement, the City and the employees shall contribute the sums listed below per month per employee toward health insurance:

### MEDICAL RATE PROVISIONS AND SCHEDULE

**Health Insurance Benefit:** The City shall provide health insurance coverage for the employee and any dependents which may include medical, dental and vision insurance plans.

Effective January 1, 2026, the maximum contribution amount will increase from $2,557.07 to $2,711.03 per month. Annual increases to the City's monthly contributions shall be based upon the average cost of all area HMO plans offered through the PERS Health Plan (2025 $2,393.86/ 2026 $2,547.82) plus the DPO Dental Family rate (2025/2026 $137.40) and the Family Vision rate (2025/2026 $25.81). Employees shall maintain the PERS Health Plan minimally at the employee-only coverage level, unless the employee demonstrates proof of other group coverage. Coverage under dental and vision plans shall be optional.

If the City's contribution exceeds the total premium cost of health plans chosen by the employee, the difference may be contributed toward additional/dependent coverage, including additional life insurance, or paid as additional compensation.

If the total premium cost of health plans chosen by the employee exceeds the City's contribution, the employee shall pay, through payroll deduction, the difference between the total cost and the City's contribution. The employee's exercise of the option to use the difference toward additional/dependent health coverage or receive the additional cash as compensation is subject to the conditions controlling enrollment periods and eligibility established by the respective plans or carriers.

B. Retiree Health Savings Plan. The City will contribute $185 per month.

Section 2. Life Insurance Plan.

The City shall pay 100% of the premium for a term life insurance policy for each eligible employee of $50,000.

Section 3. Disability Insurance Plan. The City shall provide a short-term and long-term disability insurance plan for all employees covered by this agreement. The City shall pay 100% of the premium.

## PART V – RETIREMENT

Section 1. The City shall make contributions for employees to the California Public Employees Retirement System (CalPERS) plan known as 2% at 55 for "Classic" Miscellaneous members and 3% at 50 for "Classic" Safety members. "Classic" Miscellaneous employees hired prior to June 30, 2010 shall contribute 3% of salary towards their CalPERS retirement plan.

Section 2. Employees hired after June 30, 2010, if determined to be "Classic" Miscellaneous members, shall contribute 6% of salary towards their CalPERS retirement plan.

Section 3. Employees hired after January 1, 2013 and are new to CalPERS, or have had a six month or more break in service, are considered "PEPRA" members and are subject to all laws, statutes, rules and regulations of the Public Employees' Pension Reform Act (PEPRA).

Section 4. The City's CalPERS contract shall provide the Survivor's Continuance Benefit to employees.

Section 5. The City's CalPERS contract shall provide for the 1959 Survivor's Benefit (Level 3). The City shall make the employees' contribution in the amount of $2.00 per month.

Section 6. The City's CalPERS contract shall provide for the "Single Highest Year Compensation" benefit for eligible employees. The City shall pay for the entire cost of this benefit.

## PART VI - AUTO ALLOWANCE

A monthly auto allowance will be provided in the amount of $300 for the City Clerk and $200 for all other Mid-Management employees.

## PART VII – TECHNOLOGY ALLOWANCE

A $75 monthly technology allowance will be provided to purchase and maintain personal technology devices (i.e. cell phone, computer, tablet) and/or services (i.e. internet, cell phone service) to perform the duties of their position.

## PART VIII – UNIFORM ALLOWANCE

The classification of Police Support Services Supervisor shall receive a Uniform Allowance of $600 per year.

The classification of Maintenance Supervisor shall receive a Boot/Safety Shoe Allowance of $250 per year. To be eligible for reimbursement, the employee must submit a receipt from the purchase of boots/safety shoes to Human Resources.

## PART IX – SPECIAL PAY PROVISION

Section 1. Acting Pay. The City Manager may temporarily grant up to a 5% increase for an acting assignment for those positions who assume acting duties. The increase must fall within the range of the higher position but not exceed the top of the position's range.

Section 2. Management Performance Recognition Program. The City Manager may recognize the outstanding performance of Mid-Management employees. Based upon criteria and the sole discretion of the City Manager, employees will be eligible to receive a one-time payment up to 5% of base salary within a 12-month period. Such amounts shall be payable in conjunction with an employee's performance review.

Section 3. Temporary Succession Planning Pay. The City Manager may grant temporary pay to employees training for potential advancement to a higher-level position. The temporary pay would not exceed 5% of the employee's current rate of pay. Such assignment would be limited to a maximum of six months. This form of pay differs from Acting Pay in that the position is filled with an incumbent and the employee being trained is not assuming all of the responsibilities associated with the position.

Section 4. Severance. The City Clerk is entitled to six months' base salary if terminated without cause.

"Cause" for termination shall include, but not limited to the following: persistent, habitual or willful neglect of duty; insubordination; corrupt of willful misconduct; willful malfeasance or conviction of an illegal act amounting to an act of moral turpitude; willful destruction or misuse of City property; habitual intoxication while on duty, whether by alcohol, prescription or non-prescription drugs; inexcusable absence without an authorized leave of absence; theft or attempted theft; financial mismanagement; material dishonesty; willful violation of Federal or State discrimination and harassment laws while acting in the course and scope of employment; willful and unlawful retaliation against any City officer or employee; engaging in conduct tending to bring embarrassment or disrepute to the City.

The severance pay for the City Clerk is contingent upon the following conditions:

a) The employee must execute a comprehensive waiver and release of all claims against the City, its officials, employees, and agents, in a form approved by the City Attorney.

b) The waiver and release must become effective and irrevocable. This includes the expiration of any applicable revocation period required by law, such as the 7-day revocation period for employees age 40 and over under the Age Discrimination in Employment Act.

c) The employee must comply with all post-employment obligations outlined in the severance agreement, including but not limited to return of City property.

d) Severance pay will be provided only for involuntary terminations without cause. It does not apply to voluntary resignations or terminations for cause.

e) Severance pay shall be subject to all applicable taxes and withholdings required by law.

f) Employees will be advised in writing to consult with an attorney before signing the severance agreement.

# EXHIBIT 'A'

# CITY OF CYPRESS
# SCHEDULE OF BENEFITS
# MID-MANAGEMENT EMPLOYEES

## PART I - HOLIDAYS

Section 1. Recognized Holidays.

A. For pay purposes, the following holidays are recognized as municipal holidays for regular employees. Said employees shall receive these holidays off with pay: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve Day and Christmas Day.

B. Beginning the first pay period of the payroll year, current employees shall be credited with one floating holiday (9 hours). Employees hired after the beginning of the payroll year, but before September 1, will be credited with the floating holiday. Floating holiday may be taken subject to approval of the employee's supervisor after consideration of the department workload and other staffing considerations such as, but not limited to, leave schedules of other employees already approved, sick leave and position vacancies. Floating holiday must be taken as paid time off in the credited payroll year. There shall be no cash payment for unused floating holiday.

C. When any holiday, recognized by the City, falls on a Sunday, the following Monday shall be considered the holiday; when any day, recognized by the City as a holiday, falls on a Saturday, the preceding Friday shall be considered the holiday.

D. Religious holidays requested off shall be done so in writing to the employee's supervisor. If approved, such time shall be charged against accumulated vacation or floating holiday leave.

Section 2. Holidays Falling During Approved Leaves of Absence Without Pay. Any employee on an approved leave of absence without pay, having the holiday fall during the period of such leave of absence without pay, shall be eligible for such holiday pay only in those instances where said employee has worked either the day before or the day immediately following said holiday.

## PART II - VACATION

Section 1. Eligibility. All regular, full-time employees, having completed a minimum of six months continuous service with the City, and annually, thereafter, shall be eligible for a paid vacation at the employee's then current rate of pay. Recognizing that it is preferred that the full vacation be taken at one time, the employee may, nevertheless, request a modification of this preference. Upon approval of the City Manager, appropriate modifications may be allowed.

Section 2. Vacation Accrual.

Employees shall accrue vacation leave by the following formula:

| Hours/Month | Year of Employment | Annual Amount (Hours) |
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| 6.6670 | 1st year | (80 hours) |
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Section 3. Maximum Accrual.

A. Employees may accumulate unused vacation to a maximum of the amount accrued in the 24 months immediately preceding the employee's anniversary date of employment with a maximum of 320 hours. The accrual of vacation hours shall cease when an employee's accumulated vacation is at the maximum provided in this Section. However, the value of vacation hours earned in excess of the maximum accrual will be contributed towards the employee's Retiree Health Savings Plan. Additional vacation hours shall begin accruing when the employee's vacation balance falls below the maximum.

B. For purposes of this Article, the term "anniversary date of employment" is the date an employee began accruing vacation with the City.

Section 4. Use of Vacation.

A. The time at which an employee's vacation is to occur shall be determined by the employee's supervisor with due regard for the wishes of the employee and particular regard for the needs of the service.

B. An employee who has completed five years or more of continuous service and who has taken 40 cumulative hours of vacation in the current payroll year may elect to be paid for up to a maximum of 80 hours of accrued vacation in the following calendar year. To request payment of up to 80 hours, the employee must submit an irrevocable election form to Human Resources by December 15 of the prior calendar year for the requested payment in the subsequent December's special payroll. For example, if an employee submits a payout request of 80 hours prior to December 15, 2024 and is deemed eligible to receive a payout, the employee will be paid for 80 hours in December 2025.

Section 5. Vacation Payment at Termination.

A. Employees terminating employment shall be paid in a lump sum for all accrued vacation leave.

B. When termination is caused by the death of the employee, said payment for unused vacation shall be paid to the beneficiary designated by the employee. Such designation shall be in writing, signed by the employee and filed with the Human Resources Office. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

Section 6. Holidays Falling During Vacation Leave. In the event one or more municipal holidays fall within an annual vacation leave, such holiday shall not be charged as vacation leave and the vacation leave shall be extended accordingly.

Section 7. Vacation Earned During Leave of Absence. No vacation leave shall be earned during any leave of absence without pay for each 30-day period of such leave. Vacation leave shall be earned on a prorated basis during a leave of absence on partial pay status.

Section 8. Vacation - Miscellaneous. Employees shall not work for the City during their vacation and, thereby, receive double compensation from the City.

## PART III - SICK LEAVE

Section 1. General Sick Leave Provisions.

A. Sick leave shall be requested only in cases of actual personal sickness or disability, medical or dental treatment, or as authorized by the City Manager or the Personnel Officer under the provisions of the Federal Family Medical Leave Act and/or the California Family Rights Act, California Labor Code Section 233 (use of sick leave) or the Healthy Workplace Healthy Family Act of 2014. The employee requesting sick leave shall notify his/her immediate supervisor prior to the time set for reporting to work. Sick leave with pay shall not be allowed unless the employee has met and complied with these provisions and the department head or the City Manager has approved such payment.

Section 2. Eligibility. All employees covered by this Agreement shall be eligible to accrue sick leave.

Section 3. Accrual. Sick leave shall be accrued at the rate of eight hours per calendar month for each calendar month that an employee has worked regularly scheduled hours and/or has been on authorized leave which provides for full pay, for at least 15 working days in that month. Sick leave shall be earned on a prorated basis during a leave of absence on partial pay status.

Section 4. Accumulation and Payment Plan.

A. Accrued sick leave may be accumulated without limit.

B. Payment of accumulated sick leave shall be granted by the Personnel Officer on an annual basis to all regular employees who have a minimum of 120 hours of accumulated sick leave on record on December 1st, and opt to receive payment of up to 48 hours of sick leave, during the subsequent December's special payroll at a rate of 50% of current salary. Employees must have a minimum balance of 120 hours after the payment of sick leave to be eligible for the payout.

C. Payment of accumulated sick leave shall be granted by the Personnel Officer on an annual basis to all employees who have a minimum of 240 hours of accumulated sick leave on record on December 1st, and opt to receive payment of up to 48 hours of sick leave, during the subsequent December's special payroll, at a rate of 100% of current salary. Employees must have a minimum balance of 120 hours after payment of sick leave to be eligible for the payout.

D. Employees wishing to cash out sick leave as described in Section 4. (B) and (C) above, must submit an irrevocable election form to Human Resources by December 15 for payment on the subsequent December's special payroll. For example, if an employee submits a payout request for the maximum 48 hours prior to December 15, 2024, payment will be issued in December 2025 (if eligible).

E. In accordance with the annual conversion policy set forth in Section 4. (B), (C) and (D) above, employees shall have the option of depositing their sick leave payment in a City deferred compensation program instead of receiving payment in cash. All deposits made into the deferred compensation program shall be made in accordance with any and all regulations governing the deferred compensation program.

F. Upon death, retirement, separation or termination of an employee covered by this Agreement, with a minimum of 60 days or 480 hours of sick leave accumulation, said employee is entitled to receive 50% compensation for that accumulated sick leave.

G. Upon death, retirement, separation or termination of an employee covered by this Agreement, with a minimum of five years of service and with between 240 hours and 480 hours of sick leave accumulation, said employee is entitled to receive payment for the difference between that amount of sick leave and 240 hours at 50% compensation.

H. In accordance with the payment plan set forth in Section 4 (F) and (G) above, upon separation, termination or retirement of an employee covered by this Agreement, said employee shall have the option of depositing their sick leave payment in a City deferred compensation program, instead of receiving payment in cash. All deposits made into the deferred compensation program shall be made in accordance with any and all regulations governing the deferred compensation program.

Section 5. Use.

A. Sick leave may be requested and used as approved by the department head or the City Manager. Payment for approved sick leave shall be authorized until the employee's accumulated total of sick leave hours has been exhausted and at such time the employee shall receive no further payment for sick leave. An employee shall have his/her accumulated sick leave balance reduced by an amount equal to the number of hours of sick leave for which he/she receives payment.

B. Sick leave shall not be granted for disability arising from any sickness or injury purposely self-inflicted or caused by an employee's own willful misconduct.

Section 6. Sick Leave During Vacation. An employee who becomes ill while on vacation may have such period of illness charged to his/her accumulated sick leave provided that: immediately upon return to duty, the employee submits to his/her department head a written request for sick leave and a written statement signed by his/her physician that includes the dates of illness; and the department head recommends and the City Manager approves granting of such sick leave. The employee may request an extension of vacation due to illness, subject to the approval of the department head and City Manager.

Section 7. Extended Sick Leave. In the event of an employee's continuing illness which results in depletion of sick leave accumulation, the employee may request, in writing, to his/her department head and City Manager, a leave of absence without pay for the purpose of recovering from an illness, provided:

1. The employee has used all of his/her accumulated sick leave.

2. The employee presents to his/her department head for referral to and consideration by the City Manager, a written estimate of the time needed for recovery signed by the employee's physician.

3. Prior to resuming his/her duties, the employee may be required to take a medical examination at the City's expense and provide a medical release to return to work from the employee's physician as prescribed by the City Manager. The employment record and the results of such examination shall be considered by the City Manager in determining the employee's fitness to return to work.

Section 8. Federal Medical Leave Act and the California Family Rights Act

The City shall comply with the Federal Medical Leave Act of 1993 (FMLA) and the California Family Rights Act (CFRA) of 1991. Where there are differences between similar provisions of the Acts, the City shall comply with the provision which gives the employee the greater rights.

Section 9. On-the-job Injury. Employees who are disabled by injury or illness arising out of and in the course of their duties for the City, shall be entitled, regardless of his/her period of service with the City, to a leave of absence for the period of such disability, but not exceeding one (1) year, or until such earlier date as he/she is retired on permanent disability pension. Employees are eligible for up to four months of salary continuation in lieu of temporary disability payments. During the first five working days of such disability, the City shall pay 100% of the salary in lieu of temporary disability payments. Thereafter, the employee shall receive 80% of salary in lieu of temporary disability payments. Any payments made pursuant to this Section shall not be charged to sick leave; provided, however, no sick leave or vacation benefits shall accrue during the period of such disability.

Section 10. Off-the-job Injury. An employee injured outside of his/her service with the City may apply for benefits under the disability insurance plan provided by the City.

Section 11. California Labor Code Section 233

Pursuant to California Labor Code Section 233, employees may use a total of 48 hours of their accrued and available sick leave for the following reasons:

1. To attend to the illness of their child, parent, spouse, registered domestic partner, parent-in-law, grandparent, grandchild, sibling or designated person.
2. To obtain any relief of services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

    a. A temporary restraining order or restraining order.
    b. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
    c. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
    d. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
    e. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
    f. To participate in safety planning and take other action to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

## ARTICLE IV - HEALTH, DENTAL, VISION, LIFE AND DISABILITY INSURANCE

Section 1. Health Insurance Plan.

A. For the employees covered by the terms of this Agreement, the City and the employees shall contribute the sums listed below per month per employee toward health insurance:

### MEDICAL RATE PROVISIONS AND SCHEDULE

**Health Insurance Benefit:** The City shall provide health insurance coverage for the employee and any dependents which may include medical, dental and vision insurance plans.

Effective January 1, 2026~~5~~, the maximum contribution amount will increase from ~~$2,359.27 to~~ $2,557.07 to $2,711.03 per month. Annual increases to the City's monthly contributions shall be based upon the average cost of all area HMO plans offered through the PERS Health Plan (~~2024 $2,191.06/~~ 2025 $2,393.86/ 2026 $2,547.82) plus the DPO Dental Family rate (~~2024 $142.40/~~ 2025/2026 $137.40) and the Family Vision rate (~~2024/~~2025/2026 $25.81). Employees shall maintain the PERS Health Plan minimally at the employee-only coverage level, unless the employee demonstrates proof of other group coverage. Coverage under dental and vision plans shall be optional.

If the City's contribution exceeds the total premium cost of health plans chosen by the employee, the difference may be contributed toward additional/dependent coverage, including additional life insurance, or paid as additional compensation.

If the total premium cost of health plans chosen by the employee exceeds the City's contribution, the employee shall pay, through payroll deduction, the difference between the total cost and the City's contribution. The employee's exercise of the option to use the difference toward additional/dependent health coverage or receive the additional cash as compensation is subject to the conditions controlling enrollment periods and eligibility established by the respective plans or carriers.

B. Retiree Health Savings Plan. The City will contribute $185 per month.

Section 2. Life Insurance Plan.

The City shall pay 100% of the premium for a term life insurance policy for each eligible employee of $50,000.

Section 3. Disability Insurance Plan. The City shall provide a short-term and long-term disability insurance plan for all employees covered by this agreement. The City shall pay 100% of the premium.

## PART V – RETIREMENT

Section 1. The City shall make contributions for employees to the California Public Employees Retirement System (CalPERS) plan known as 2% at 55 for "Classic" Miscellaneous members and 3% at 50 for "Classic" Safety members. "Classic" Miscellaneous employees hired prior to June 30, 2010 shall contribute 3% of salary towards their CalPERS retirement plan.

Section 2. Employees hired after June 30, 2010, if determined to be "Classic" Miscellaneous members, shall contribute 6% of salary towards their CalPERS retirement plan.

Section 3. Employees hired after January 1, 2013 and are new to CalPERS, or have had a six month or more break in service, are considered "PEPRA" members and are subject to all laws, statutes, rules and regulations of the Public Employees' Pension Reform Act (PEPRA).

Section 4. The City's CalPERS contract shall provide the Survivor's Continuance Benefit to employees.

Section 5. The City's CalPERS contract shall provide for the 1959 Survivor's Benefit (Level 3). The City shall make the employees' contribution in the amount of $2.00 per month.

Section 6. The City's CalPERS contract shall provide for the "Single Highest Year Compensation" benefit for eligible employees. The City shall pay for the entire cost of this benefit.

## PART VI - AUTO ALLOWANCE

A monthly auto allowance will be provided in the amount of $300 for the City Clerk and $200 for all other Mid-Management employees.

## PART VII – TECHNOLOGY ALLOWANCE

A $75 monthly technology allowance will be provided to purchase and maintain personal technology devices (i.e. cell phone, computer, tablet) and/or services (i.e. internet, cell phone service) to perform the duties of their position.

## PART VIII – UNIFORM ALLOWANCE

The classification of Police Support Services Supervisor shall receive a Uniform Allowance of $600 per year.

The classification of Maintenance Supervisor shall receive a Boot/Safety Shoe Allowance of $250 per year. To be eligible for reimbursement, the employee must submit a receipt from the purchase of boots/safety shoes to Human Resources.

## PART IX – SPECIAL PAY PROVISION

Section 1. Acting Pay. The City Manager may temporarily grant up to a 5% increase for an acting assignment for those positions who assume acting duties. The increase must fall within the range of the higher position but not exceed the top of the position's range.

Section 2. Management Performance Recognition Program. The City Manager may recognize the outstanding performance of Mid-Management employees. Based upon criteria and the sole discretion of the City Manager, employees will be eligible to receive a one-time payment up to 5% of base salary within a 12-month period. Such amounts shall be payable in conjunction with an employee's performance review.

Section 3. Temporary Succession Planning Pay. The City Manager may grant temporary pay to employees training for potential advancement to a higher-level position. The temporary pay would not exceed 5% of the employee's current rate of pay. Such assignment would be limited to a maximum of six months. This form of pay differs from Acting Pay in that the position is filled with an incumbent and the employee being trained is not assuming all of the responsibilities associated with the position.

Section 4. Severance. The City Clerk is entitled to six months' base salary if terminated without cause.

"Cause" for termination shall include, but not limited to the following: persistent, habitual or willful neglect of duty; insubordination; corrupt of willful misconduct; willful malfeasance or conviction of an illegal act amounting to an act of moral turpitude; willful destruction or misuse of City property; habitual intoxication while on duty, whether by alcohol, prescription or non-prescription drugs; inexcusable absence without an authorized leave of absence; theft or attempted theft; financial mismanagement; material dishonesty; willful violation of Federal or State discrimination and harassment laws while acting in the course and scope of employment; willful and unlawful retaliation against any City officer or employee; engaging in conduct tending to bring embarrassment or disrepute to the City.

The severance pay for the City Clerk is contingent upon the following conditions:

a) The employee must execute a comprehensive waiver and release of all claims against the City, its officials, employees, and agents, in a form approved by the City Attorney.

b) The waiver and release must become effective and irrevocable. This includes the expiration of any applicable revocation period required by law, such as the 7-day revocation period for employees age 40 and over under the Age Discrimination in Employment Act.

c) The employee must comply with all post-employment obligations outlined in the severance agreement, including but not limited to return of City property.

d) Severance pay will be provided only for involuntary terminations without cause. It does not apply to voluntary resignations or terminations for cause.

e) Severance pay shall be subject to all applicable taxes and withholdings required by law.

f) Employees will be advised in writing to consult with an attorney before signing the severance agreement.

**CITY OF CYPRESS**

**CITY COUNCIL REPORT**

**City Council Regular** **10.**

**FROM:** Matt Burton, Director of Finance and Administrative Services

**DATE:** 09/22/2025

**SUBJECT:** **Approve Supplemental Appropriations and Increases to Estimated Revenues and Transfers for FY 2024-25**

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## RECOMMENDATION

1. Approve FY 2024-25 supplemental appropriations of $479,950 and increase estimated revenues by $417,950 for the City; and

2. Approve FY 2024-25 supplemental appropriations of $38,700 for the Cypress Recreation and Park District; and

3. Approve an $8,166 transfer from the District's Park Development Fund to the General Fund; and

4. Approve an $8,166 payment to the City's Infrastructure fund to apply against the outstanding Repayment Agreement and Promissory Note between the City and Park District for the construction of Lexington Park.

## SUMMARY

Each year when the Budget is prepared, certain programs are budgeted based on best available estimates but are subject to occurrences not known at the time of preparation. In many cases, these factors are out of the City's control and the final budget impact is not known until the end of the fiscal year. Once the exact impact is known, the City Council may approve additional appropriations and establish the final Amended Budget to ensure budgetary compliance at fiscal year-end.

The FY 2024-25 Budget adjustments for the City (Attachment A) and the Cypress Recreation and Park District (Attachment B) are expected to be the final amendments and will be used for year-end financial reporting.

## DISCUSSION

General Fund

Based on the preliminary analysis of FY 2024-25 operating expenditures, the General Fund will be under total adopted appropriations by approximately $4 million. These savings will either be carried over for expenditure in FY 2025-26 or set-aside and invested in accordance with the City's fiscal strategies. Despite these savings, and as is often the case, a few General Fund programs exceeded the budget.

*Attorney Services*
Attorney costs exceeded appropriations by $61,500. City Attorney services are provided on a contract basis by multiple firms and tend to fluctuate based on the legal matters that arise during the year, the volume of active litigation to which the City is a party, and the amount of work performed by specialty firms. While general attorney services for FY 2024-25 were within budget, several personnel matters handled by the City's labor attorneys resulted in the budget overage.

*North Orange County Service Planning Area Contributions*
Cypress is a member of the North Orange County Service Planning Area (SPA) which operates two navigation centers providing supportive services to individuals experiencing homelessness. Cypress contributes a portion of annual operating costs associated with navigation centering in Placentia and Buena Park, and these charges vary each year depending on cash flow needs and State funding. The Budget included $300,000 for SPA costs in FY 2024-25, and actual operating costs allocated to Cypress totaled almost $400,000.

*Building Division*
The Community Development Building division exceeded its budget for contract inspections, plan checking and building official services due to higher levels of building activity than projected in the budget. Forecasting the division's annual contract costs is difficult due to many external factors, including the economy's impact on local development activity. Therefore, revenue and expenditure projections associated with development activity are historically conservatively estimated, as actual receipts and disbursements can fluctuate significantly from year to year. The higher activity levels experienced in FY 2024-25 resulted in more fee revenue and additional contract costs.

*Public Works Contract Services*
The Public Works Department had multiple personnel vacancies in both the Engineering Division and Maintenance Division. In order to maintain service levels while recruiting to fill the vacant positions, it was necessary to hire contractors to assist with project management, landscape inspections and administrative tasks. Sufficient salary savings are available to pay for these services, and it is recommended $68,400 of budgeted costs be transferred from personnel costs to contract services. All budget transfers between personnel and contract services must be approved by the City Council.

*Public Works Engineering and Inspection Services*
The Engineering division exceeded its budget for contract inspections and plan checking due to higher levels of development, utilities and other necessary permit work. Much like with the Building division, forecasting Engineering's annual contract costs is difficult due to many external factors, including local development activity. Therefore, revenue and expenditure projections associated with development activity are historically conservatively estimated, as actual receipts and disbursements can fluctuate significantly from year to year. Higher

development levels experienced in FY 2024-25 resulted in more fee revenue and additional contract costs.

Other Funds

The Supplemental Law Enforcement Special Revenue Fund exceeded budget due to receiving $9,250 more in State grants than anticipated. The City uses these grant amounts, approximately $190,000 annually, to pay for a Police Services Officer and a portion of a Police Officer. The additional appropriation is fully offset by a $9,250 increase in revenues.

The Low and Moderate Housing Asset Fund, which is restricted to use on eligible housing activities benefiting low and moderate income residents, exceeded its budget for professional legal services by $9,300 due to the sale of City-owned property located at 5732 Lincoln Avenue. The sale of the property was finalized in FY 2024-25 and is required by the State under the Surplus Land Act. The amount of ongoing legal assistance required to finalize the sale was unknown at the time the FY 2024-25 Budget was prepared.

Recreation and Park District

*CRPD General Fund*

During FY 2024-25, park landscaping costs exceeded budget in two programs due to water consumption exceeding budget due to the weather. Water usage for park landscaping is difficult to predict, and tends to fluctuate depending on precipitation levels, and the recent dry winter resulted in a $38,700 budget overage.

*Park Development Fund*

The City Council authorized a $12.8 million loan to the District to construct Lexington Park. Repayments against the outstanding loan balance are made twice a year if Park Development Fees become available. While no fees were received by the Park Development Fund during the second half of FY 2024-25, an additional $8,166 of interest earnings were received, and it is recommended these amounts be transferred to the District's General Fund and used to repay the City as of June 30, 2025. After the recommended repayment, the outstanding Lexington Park loan balance will remain just under $3.2 million and biannual repayments will continue as Park Development Fees are received.

## BUDGET IMPACT

This action provides budgetary compliance for costs already incurred relating to situations not anticipated when the Budget was approved; therefore, there is no fiscal impact as a result of this action.

The appropriation requests of $479,950 for the City and $38,700 for the District will cover program expenditures which exceeded budget estimates. The City also received $417,950 of additional revenue associated with these additional appropriations. The recommended adjustments to appropriations and estimated revenues are itemized in Attachment A (City) and Attachment B (District).

The authorization for the District to repay $8,166 results in additional cash balances being available for future infrastructure needs of the City.

**LEGAL REVIEW**

None required.

**APPROVED BY:** Sean Joyce, City Manager

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**Attachments**

Attachment A - FY 2024-25 City Supplemental Appropriations and Estimated Revenue Adjustments

Attachment B - FY 2024-25 CRPD Supplemental Appropriations and Estimated Revenue Adjustments

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Attachment A

**CITY OF CYPRESS**
**SUPPLEMENTAL APPROPRIATIONS AND ESTIMATED REVENUE ADJUSTMENTS**
**FOR FISCAL YEAR 2024-25**

| PURPOSE/DESCRIPTION | ACCOUNT NUMBER | AMOUNT |
|---|---|---|
| **SUPPLEMENTAL APPROPRIATIONS - CITY** | | |
| GENERAL FUND | | |
| Legal Services Non-City Attorney - Personnel | 111-10105.4178_101 | $ 61,500 |
| Contributions - North OC SPA | 111-20111.4163 | 99,800 |
| Contract Building Official Services | 111-65241.4189_100 | 78,100 |
| Inspection Services - Building | 111-65243-6243.4189_010 | 45,200 |
| Inspection Services - Electrical | 111-65243-6244.4189_010 | 36,200 |
| Building Plan Checks | 111-65247.4189_006 | 93,500 |
| Contract Services - Project Manager | 111-70211.4187_016 | 20,600 |
| Salary Savings - PW Maintenance | 111-70211.4050 | (20,600) |
| Contract Services - Landscape Inspection | 111-70212-7216.4187_016 | 6,000 |
| Salary Savings - PW Maintenance | 111-70212-7216.4050 | (6,000) |
| Contract Services - Landscape Inspection | 111-70212-7217.4187_016 | 10,500 |
| Salary Savings - PW Maintenance | 111-70212-7217.4050 | (10,500) |
| Contract Services - Landscape Inspection | 111-70228-7228.4187_016 | 6,000 |
| Salary Savings - PW Maintenance | 111-70228-7228.4050 | (6,000) |
| Contract Services - Landscape Inspection | 111-70228-7235.4187_016 | 6,000 |
| Salary Savings - PW Maintenance | 111-70228-7235.4050 | (6,000) |
| Professional Services- Engineering Services | 111-70260-7260.4189 | 19,300 |
| Salary Savings - PW Engineering | 111-70260-7260.4050 | (19,300) |
| Engineering Services | 111-70261-7261.4189_002 | 17,700 |
| Inspection Services - Engineering | 111-70261-7261.4189_010 | 29,400 |
| TOTAL GENERAL FUND | | $ 461,400 |
| SUPPLEMENTAL LAW ENFORCEMENT FUND | | |
| Salaries - Regular | 301-50181.4001 | $ 9,250 |
| TOTAL SUPPLEMENTAL LAW ENFORCEMENT FUND | | $ 9,250 |
| LOW AND MODERATE HOUSING ASSET FUND | | |
| Professional Services - Legal | 471-62198.4189_004 | $ 9,300 |
| TOTAL LOW AND MODERATE HOUSING ASSET FUND | | $ 9,300 |
| **TOTAL SUPPLEMENTAL APPROPRIATIONS - CITY** | | **$ 479,950** |
| **ESTIMATED REVENUES - CITY** | | |
| GENERAL FUND | | |
| Building Permits | 111-65241.3200 | $ 54,500 |
| Electrical Permits | 111-65241.3202 | 36,000 |
| Plan Check Fees - Building | 111-65241.3620 | 285,200 |
| Street and Curb Permits | 111-70201.3204 | 10,600 |
| Engineering and Inspection Fees | 111-70201.3621 | 22,400 |
| TOTAL GENERAL FUND | | $ 408,700 |
| SUPPLEMENTAL LAW ENFORCEMENT FUND | | |
| Grants - Miscellaneous | 301-99999.3525 | $ 9,250 |
| TOTAL SUPPLEMENTAL LAW ENFORCEMENT FUND | | $ 9,250 |
| **TOTAL ESTIMATED REVENUES - CITY** | | **$ 417,950** |

Attachment B

**CYPRESS RECREATION AND PARK DISTRICT**
**SUPPLEMENTAL APPROPRIATIONS AND TRANSFER ADJUSTMENTS**
**FOR FISCAL YEAR 2024-25**

| PURPOSE/DESCRIPTION | ACCOUNT NUMBER | AMOUNT |
|---|---|---|
| **SUPPLEMENTAL APPROPRIATIONS - CRPD** | | |
| CRPD GENERAL FUND | | |
| Contract Services - Park Landscaping | 212-90302-9308.4188_200 | $ 23,000 |
| Contract Services - Park Landscaping (AC Park) | 212-90302-9316.4188_200 | 15,700 |
| **TOTAL SUPPLEMENTAL APPROPRIATIONS - CRPD** | | **$ 38,700** |
| **TRANSFERS - CRPD** | | |
| Transfer to General Fund from Park Development | 213-99999.4501_212<br>212-99999.3901_213 | **$ 8,166** |

**CITY OF CYPRESS**

**CITY COUNCIL REPORT**

**City Council Regular** **11.**

**FROM:** Matt Burton, Director of Finance and Administrative Services

**DATE:** 09/22/2025

**SUBJECT:** **Receive and File the Investment Report for the Month Ended August 31, 2025**

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## RECOMMENDATION

Receive and file the attached investment report.

## DISCUSSION

California Government Code Section 53607 and Cypress Municipal Code Section 2-18(f) requires the submission of a monthly investment report to the City Council. As of August 31, 2025, the City had $177.8 million (current market value) in cash and investments and the interest return (yield) on the public funds investments was 4.34%. As required by the Government Code, all investments are in conformity with the City's investment policy and sufficient cash flows are available to meet the next six months of estimated expenditures.

The attached Summary of Cash and Investments presents the investments held by the City of Cypress as of August 31, 2025. The Investment Report consists of the following five summaries:

1. Summary of Cash and Investments - Provides the total portfolio of the City.
2. Changes in Cash and Investments - Provides a two-month cash flow analysis by fund type. These separate fund types allow for restricted monies to be segregated and tracked separately. The total ending amount agrees with the current market value shown in the Summary of Cash and Investments.
3. Investments at Market Value by Maturity Date - Provides a list of investments by maturity date, and an indication of the scheduled liquidity (ability to turn into cash) of the investments. The California Government Code restricts the type of investments eligible for public funds. The City’s Investment Policy further defines permitted investments. These restrictions on investment types and the terms of allowable investments tend to result in limited yields on City investments.
4. Interfund Investments - Summarizes all authorized and outstanding loans between City funds. The two loans from the City to the Cypress Recreation and Park District relate to the construction of Lexington Park and the rehabilitation of Arnold Cypress Park.

5. Summary of Cash and Investments Held In Trust - Indicates the investments held in trust by the Public Agency Retirement Services (PARS) to offset unfunded pension liabilities. Pension trust assets can only be used to pay for future pension obligations. The legal restrictions on the allowable investment types are less restrictive than those in the City's portfolio, which provides the ability for the trust to invest in more diverse assets which have the potential to yield a higher long-term rate of return.

As mentioned previously, the City had $177.8 million (current market value) in cash and investments on August 31, 2025. The investments include Federal Agencies and US Treasuries Debt ($108.5 million) and Investment Pools ($69.1 million). The City's bank accounts held $0.2 million on August 31, 2025.

A portion of the City's portfolio is invested in the State Investment Pool (Local Agency Investment Fund or LAIF), which provides a diversified investment pool for local agencies. By using the combined size of the participating cities and agencies, the State Pool provides a competitive yield, liquidity and investment diversification and management that would otherwise be unavailable to a single entity.

The amount of cash in the City’s checking accounts fluctuates based on the maturity of investments, daily cash receipts, and when vendors and employees are paid. The daily balances maintained in the checking accounts provide credits which offset monthly bank charges. In addition to the Federal Depository Insurance Corporation (FDIC) which insures the first $250,000, excess checking deposits are secured by banks, government, or mortgage securities valued between 110% and 150% of the deposits.

**BUDGET IMPACT**

None.

**LEGAL REVIEW**

None required.

**APPROVED BY:** Sean Joyce, City Manager

**Attachments**

Investment Report for the Month Ended August 31, 2025

# City of Cypress

## Summary of Cash and Investments

### As of August 31, 2025

| | Type | Description | Bank/Agent | Investment Date | Maturity Date | Interest Rate | Carrying Value | Current Market Value (2) |
|---|---|---|---|---|---|---|---|---|
| (1) | Ckg | General Operating Account | BMO | | 9/1/2025 | - | $ 133,822.12 | $ 133,822.12 |
| | Pool | Local Agency Investment Fund | State Treasurer | | 9/1/2025 | 4.251 | 35,000,000.00 | 35,041,940.85 |
| | Pool | Local Agency Investment Fund | State Treasurer | | 9/1/2025 | 4.251 | 34,000,000.00 | 34,040,742.54 |
| | TSY | US Treasury Bill | BMO | 12/6/2024 | 11/15/2025 | 4.393 | 9,614,200.00 | 9,919,000.00 |
| | FFCB | Federal Farm Credit Bank | BMO | 1/13/2023 | 1/13/2026 | 4.000 | 2,000,000.00 | 1,999,500.00 |
| | FFCB | Federal Farm Credit Bank | BMO | 3/2/2023 | 3/2/2026 | 4.478 | 5,001,000.00 | 5,010,700.00 |
| | FFCB | Federal Farm Credit Bank | BMO | 9/29/2023 | 4/20/2026 | 5.000 | 4,994,229.64 | 5,027,750.00 |
| | FHLB | Federal Home Loan Bank | BMO | 11/30/2023 | 11/17/2026 | 4.420 | 5,014,025.00 | 5,050,250.00 |
| | FHLB | Federal Home Loan Bank | BMO | 12/19/2024 | 11/17/2026 | 4.310 | 4,725,000.00 | 4,725,141.75 |
| | FHLB | Federal Home Loan Bank | BMO | 4/18/2024 | 4/16/2027 | 5.000 | 3,015,000.00 | 3,029,110.20 |
| | FNMA | Federal National Mortgage Association | BMO | 11/4/2024 | 10/28/2027 | 4.399 | 3,620,000.00 | 3,615,764.60 |
| | FFCB | Federal Farm Credit Bank | BMO | 11/21/2024 | 11/12/2027 | 4.210 | 9,980,053.59 | 10,092,000.00 |
| | FHLMC | Federal Home Loan Mortgage Corp | BMO | 12/19/2024 | 12/17/2027 | 4.243 | 4,971,808.11 | 4,997,550.00 |
| | FNMA | Federal National Mortgage Association | BMO | 11/4/2024 | 7/21/2028 | 4.152 | 6,990,091.52 | 7,006,300.00 |
| | TSY | US Treasury Bill | BMO | 6/24/2024 | 7/31/2028 | 4.288 | 5,010,926.95 | 5,074,600.00 |
| | FHLB | Federal Home Loan Bank | BMO | 2/14/2025 | 8/14/2028 | 4.500 | 5,000,000.00 | 5,018,500.00 |
| | FHLB | Federal Home Loan Bank | BMO | 5/27/2025 | 11/27/2028 | 4.300 | 3,140,210.70 | 3,168,559.35 |
| | FHLB | Federal Home Loan Bank | BMO | 2/15/2024 | 2/12/2029 | 4.411 | 4,648,372.50 | 4,671,948.00 |
| | FFCB | Federal Farm Credit Bank | BMO | 4/18/2024 | 4/10/2029 | 4.375 | 4,948,160.00 | 5,127,850.00 |
| | TSY | US Treasury Bill | BMO | 6/24/2024 | 5/31/2029 | 4.241 | 4,700,114.89 | 4,849,600.00 |
| | TSY | US Treasury Bill | BMO | 12/6/2024 | 9/30/2029 | 4.032 | 4,967,872.37 | 5,045,500.00 |
| | FFCB | Federal Farm Credit Bank | BMO | 2/19/2025 | 2/19/2030 | 4.820 | 5,000,000.00 | 5,050,350.00 |
| | FHLB | Federal Home Loan Bank | BMO | 5/14/2025 | 5/14/2030 | 4.545 | 4,990,000.00 | 4,985,650.00 |
| | FHLB | Federal Home Loan Bank | BMO | 7/3/2025 | 7/2/2030 | 4.000 | 5,000,000.00 | 5,015,950.00 |
| | Ckg | Worker's Comp Account | BMO | | 9/1/2025 | - | 50,000.00 | 50,000.00 |
| | Ckg | Liability Account | California Bank & Trust | | 9/1/2025 | - | 8,500.00 | 8,500.00 |
| | Cash | Petty Cash | City | | 9/1/2025 | - | 8,350.00 | 8,350.00 |
| | | | | | | | $ 176,531,737.39 | $ 177,764,929.41 |

Average Weighted Yield to Maturity: 4.34%
Average Weighted Days to Maturity: 554.50

(1) Negative cash balance (if any) shown due to checks being issued at month end, transfer to cover checks not made until early in the following month.

(2) Current market value of securities with maturities in excess of 12 months (if any) are provided by third-party safekeeping agents.

I certify that this report reflects all Government Agency pooled investments and is in conformity with the Investment Policy of the City of Cypress. A copy of this Investment Policy is available on the City's website.
The Investment Program herein shown provides sufficient cash flow liquidity to meet six months estimated expenditures.

Signed: _____
Finance Director

# City of Cypress

## Changes in Cash/Investments

| | | 6/30/2025 | +RECEIPTS | (DISBURSEMENTS) | 7/31/2025 | +RECEIPTS | (DISBURSEMENTS) | 8/31/2025 |
|---|---|---|---|---|---|---|---|---|
| GENERAL | | | | | | | | |
| 111/114 | GENERAL FUND/GENERAL FUND-GRANTS | $ 34,540,969 | $ 3,017,249 | $ (3,653,384) | $ 33,904,834 | $ 3,865,234 | $ (4,635,594) | $ 33,134,474 |
| SPECIAL REVENUE | | | | | | | | |
| 115 | PANDEMIC RELIEF | - | - | - | - | - | - | - |
| 212 | CRPD-GENERAL FUND | 12,449,722 | 227,664 | (709,051) | 11,968,335 | 475,508 | (644,699) | 11,799,144 |
| 213 | CRPD-PARK DEVELOPMENT | 8,165 | - | - | 8,165 | 58 | - | 8,223 |
| 221 | TRAFFIC SAFETY | 61,256 | 4,183 | - | 65,439 | 134 | - | 65,573 |
| 230 | STREETS | 9,152,470 | 456,669 | (17,984) | 9,591,155 | 310,175 | (42,478) | 9,858,852 |
| 251 | LIGHTING DISTRICT #2 | 5,247,411 | 23,053 | (278,547) | 4,991,917 | 41,086 | (239,465) | 4,793,538 |
| 261 | STORM DRAIN | 2,312,998 | 36,626 | (52,658) | 2,296,966 | 55,685 | (54,538) | 2,298,113 |
| 262 | PLANNED LOCAL DRAINAGE FACILITY | 1,167,154 | - | - | 1,167,154 | 8,203 | - | 1,175,357 |
| 271 | CORP CNTR MAINT DISTRICT #1 | 234,031 | - | (8,461) | 225,570 | - | (4,843) | 220,727 |
| 280 | ASSET SEIZURE | 1,175,970 | 134,390 | (6,249) | 1,304,111 | 93,371 | (58,942) | 1,338,540 |
| 291 | CABLE TV FRANCHISE AGREEMENT | 893,301 | 806 | - | 894,107 | 13,698 | - | 907,805 |
| 301 | SUPPLEMENTAL LAW ENFORCEMENT | (21,834) | - | (11,631) | (33,465) | 569 | (9,519) | (42,415) |
| 311 | AB 2766 TRIP REDUCTION | 17,528 | - | - | 17,528 | 48 | - | 17,576 |
| 321 | SEWER FUND | 10,325,257 | 149,656 | (47,716) | 10,427,197 | 241,617 | (274,269) | 10,394,545 |
| 471 | LOW AND MODERATE HSG ASSET | 48,255 | - | (4,788) | 43,467 | 625 | (1,136) | 42,956 |
| CAPITAL PROJECTS | | | | | | | | |
| 415 | CITY CAPITAL PROJECTS | 12,928,659 | - | (442,590) | 12,486,069 | 18,266 | (1,177,659) | 11,326,676 |
| 416 | INFRASTRUCTURE RESERVE | 52,883,623 | - | - | 52,883,623 | 452,780 | (231,559) | 53,104,844 |
| TRUST AND AGENCY | | | | | | | | |
| 600 | TRUST AND AGENCY | 1,771,012 | 205,048 | (112,263) | 1,863,797 | 116,226 | (38,999) | 1,941,024 |
| 611 | BUSINESS ASSESSMENT DISTRICT | - | - | - | - | - | - | - |
| 612 | CFD #1 ASSESSMENT DISTRICT | 153,575 | - | - | 153,575 | - | - | 153,575 |
| 620 | REC & COMM SERVICES FOUNDATION | 58,780 | 4,826 | (1,025) | 62,581 | 5,013 | (7,000) | 60,594 |
| INTERNAL SERVICE | | | | | | | | |
| 710 | CENTRAL SERVICES | 4,193,374 | 245,199 | (149,275) | 4,289,298 | 248,832 | (444,278) | 4,093,852 |
| 720 | CAPITAL REPLACEMENT | 15,358,349 | 80,335 | (92,997) | 15,345,687 | 80,336 | (110,581) | 15,315,442 |
| 730 | TECHNOLOGY IMPROVEMENT | 2,273,110 | - | - | 2,273,110 | - | - | 2,273,110 |
| 750 | EMPLOYEE BENEFITS | 7,537,963 | 1,362,119 | (6,524,224) | 2,375,858 | 1,392,106 | (838,207) | 2,929,757 |
| 760 | LIABILITY SELF INSURANCE | 2,037,856 | 69,329 | - | 2,107,185 | 69,331 | (474,437) | 1,702,079 |
| 770 | WORKERS COMP SELF INSURANCE | 3,678,911 | 62,278 | (66,905) | 3,674,284 | 63,463 | (310,536) | 3,427,211 |
| OTHER | | | | | | | | |
| 811/812 | WESTCOMM JPA | 4,985,734 | 583,032 | (569,118) | 4,999,648 | 725,436 | (301,327) | 5,423,757 |
| | | $ 185,473,599 | $ 6,662,462 | $ (12,748,866) | $ 179,387,195 | $ 8,277,800 | $ (9,900,066) | $ 177,764,929 |

## City of Cypress

# INVESTMENTS AT MARKET VALUE BY MATURITY DATE

### As of August 31, 2025

| Investments | 1 day to 180 days | 181 days to 1 year | 1 year to 2 years | 2 years to 3 years | 3 years to 4 years | 4 years to 5 years | Totals | Percent |
|---|---|---|---|---|---|---|---|---|
| **CASH** | $ 200,672 | $ - | $ - | $ - | $ - | $ - | $ 200,672 | 0.11% |
| **FFCB** | 1,999,500 | 10,038,450 | - | 10,092,000 | 5,127,850 | 5,050,350 | 32,308,150 | 18.17% |
| **FHLB** | - | - | 12,804,502 | - | 12,859,007 | 10,001,600 | 35,665,109 | 20.06% |
| **FHLMC** | - | - | - | 4,997,550 | - | - | 4,997,550 | 2.81% |
| **FNMA** | | - | - | 10,622,065 | - | - | 10,622,065 | 5.98% |
| **STATE POOL** | 69,082,683 | - | - | - | - | - | 69,082,683 | 38.86% |
| **TSY** | 9,919,000 | - | - | - | 9,924,200 | 5,045,500 | 24,888,700 | 14.00% |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Totals** | $ 81,201,855 | $ 10,038,450 | $ 12,804,502 | $ 25,711,615 | $ 27,911,057 | $ 20,097,450 | $ 177,764,929 | 100.00% |
| **Percent** | 45.68% | 5.65% | 7.20% | 14.46% | 15.70% | 11.31% | 100.00% | |

# CITY OF CYPRESS
# INTERFUND INVESTMENTS

**As of August 31, 2025**

| Note No. | To/From | Purpose | Issue Date | Scheduled Maturity Date | Interest Rate | Authorized Amount | Total Advances | Repayments To Date | Note Principal Outstanding* |
|---|---|---|---|---|---|---|---|---|---|
| 1 | CRPD/ City | Lexington Park Construction | 02/08/21 | 06/30/30 | 2.00% | $ 12,800,000 | $ 12,293,975 | $ 9,101,142 | $ 3,192,833 |
| 2 | CRPD/ City | Arnold Cypress Park Construction | 11/13/23 | 06/30/45 | 2.00% | $ 33,500,000 | $ 32,241,038 | $ 1,548,801 | $ 30,692,237 |
| | | | | | | | | | $ 33,885,070 |

1 The Lexington Park note is being repaid with park development fees as they become available. Effective July 1, 2025, the maturity date of the note was extended to June 30, 2030 with an interest rate of 2%.

2 Beginning June 30, 2025, the CRPD will repay $2 million annually (including principal and interest) from available CRPD property taxes over the next 20 years.

* Unaudited; amounts subject to change as part of finalizing the recording of actual FY 2024-25 transactions.

# City of Cypress
# Summary of Cash and Investments Held In Trust

## As of August 31, 2025

| Fund | Type | Issuer | Maturity Date | One Year Return * | Cost Amount | Current Market Value |
|---|---|---|---|---|---|---|
| ***PARS Public Agencies Post-Employment Benefits Trust*** | | | | | | |
| ***Trustee: Public Agency Retirement Services (PARS)*** | | | | | | |
| Section 115 Trust | Pension Trust | Various | Open | 9.29% | $ 28,890,000.00 | $ 37,914,338.45 |
| | | | Total | | $ 28,890,000.00 | $ 37,914,338.45 |

* 12-month period ending with the current month.

**CITY OF CYPRESS**

**CITY COUNCIL REPORT**

**City Council Regular** **12.**

**FROM:** Matt Burton, Director of Finance and Administrative Services

**DATE:** 09/22/2025

**SUBJECT:** **Receive and File Register of Warrants, Transfers, and Wires Issued for the Period of August 9, 2025 through September 5, 2025**

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## RECOMMENDATION

Receive and file the attached payment register summarized below for the period of August 9, 2025 through September 5, 2025:

- Electronic Funds Transfers 17819 through 17881
- Warrants 68600 through 68820
- Payroll Transfers W1563 through W1564

## DISCUSSION

Payments to vendors for goods and services received and/or rendered are initiated and approved by the requesting department in accordance with proper purchasing guidelines. Processing of these payments occurs centrally in the City's Finance Department with payments issued bi-weekly. A register listing of these payments is typically presented each month at the second regularly scheduled meeting of the City Council. This register also includes any Electronic Funds Transfers (EFT), outgoing payroll transfers or wires issued since the previous register was presented to the City Council. Voided payments (if any) are also identified.

All payments are processed on the City's financial management software system. This system generates a payment batch register, sorted by warrant number (or EFT/Wire number), and presents the invoice amount and a description of the payment issued.

## BUDGET IMPACT

Total warrants, transfers, and wires issued (net of any voided payments) during the period of August 9, 2025 through September 5, 2025 are $5,337,586.84.

## LEGAL REVIEW

None required.

**APPROVED BY:** Sean Joyce, City Manager

**Attachments**

Payment Register for the Period 08-09-25 through 09-05-25

**City of Cypress**
**Payment Register**
**08/09/25 - 09/05/25**

| EFT/ Warrant Number | Vendor | Payment Amount | Description | Invoice | Invoice Amount |
|---|---|---|---|---|---|
| 17819 | 2684 - AHA ROOFING INC | $ 500.00 | Refund/Recycling Deposit/CDD-25-220/6413 Tokelau St | Rfd 8/15/25 | $ 500.00 |
| 17820 | 1480 - ARCO BUSINESS SOLUTIONS | $ 120.53 | Fuel/Community Development 7/3-8/2 | NP68894521 | $ 120.53 |
| 17821 | 1480 - ARCO BUSINESS SOLUTIONS | $ 58.09 | Fuel/Engineering 7/3-8/2 | NP68894521(A) | $ 58.09 |
| 17822 | 1480 - ARCO BUSINESS SOLUTIONS | $ 1,722.00 | Fuel/Maint 7/3-8/2 | NP68894521(B) | $ 1,722.00 |
| 17823 | 1480 - ARCO BUSINESS SOLUTIONS | $ 71.61 | Fuel/Recreation 7/3-8/2 | NP68894521(C) | $ 71.61 |
| 17824 | 1480 - ARCO BUSINESS SOLUTIONS | $ 15,472.29 | Fuel/Police 7/3-8/2 | NP68894521(D) | $ 15,472.29 |
| 17825 | 2685 - CAMPOS, SERAFIN | $ 500.00 | Refund/Recycling Deposit/CDD-25-219/10281 Ponder St | Rfd 8/15/25 | $ 500.00 |
| 17826 | 2441 - CASTEEL, SUSAN | $ 4,070.00 | Refund/Recycling Deposit/CDD-25-98/6261 Katella Ave | Rfd 8/15/25 | $ 4,070.00 |
| 17827 | 100505 - CITY OF CYPRESS-WORKERS COMP | $ 3,442.45 | Workers Comp Claims/Professional Svcs/#28496-28538 | Reimb 8/15/25 | $ 3,442.45 |
| 17828 | 100505 - CITY OF CYPRESS-WORKERS COMP | $ 12,318.05 | Workers Comp Claims/Medical/#28496-28538 | Reimb(A) 8/15/25 | $ 12,318.05 |
| 17829 | 100505 - CITY OF CYPRESS-WORKERS COMP | $ 3,919.05 | Workers Comp Claims/Permanent Disability/#28496-28538 | Reimb(B) 8/15/25 | $ 3,919.05 |
| 17830 | 100505 - CITY OF CYPRESS-WORKERS COMP | $ 11,406.05 | Workers Comp Claims/Temporary Disability/#28496-28538 | Reimb(C) 8/15/25 | $ 11,406.05 |
| 17831 | 2689 - DAVIS, ADAM T | $ 500.00 | Refund/Recycling Deposit/CDD-25-101/10332 Longden St | Rfd 8/15/25 | $ 500.00 |
| 17832 | 2690 - DINES, BRIAN | $ 500.00 | Refund/Recycling Deposit/CDD-25-218/5461 Marion Ave | Rfd 8/15/25 | $ 500.00 |
| 17833 | 2292 - EDWARDS, BRIANNA | $ 500.00 | Refund/Recycling Deposit/CDD-25-148/4333 Dina Ct | Rfd 8/15/25 | $ 500.00 |
| 17834 | 2109 - MILLER, MATT | $ 500.00 | Refund/Recycling Deposit/CDD-25-191/6376 Saipan St | Rfd 8/15/25 | $ 500.00 |
| 17835 | 1252 - TERRAZAS ROOFING KEVIN TERRAZAS | $ 500.00 | Refund/Recycling Deposit/CDD-25-142/4814 Linaro Dr | Rfd 8/15/25 | $ 500.00 |
| 17836 | 2686 - TRAN, DONNY | $ 500.00 | Refund/Recycling Deposit/CDD-25-86/9782 Juanita St | Rfd 8/15/25 | $ 500.00 |
| 17837 | 2494 - VAZQUEZ, JOSE | $ 500.00 | Refund/Recycling Deposit/CDD-25-121/11659 Midway Dr | Rfd 8/15/25 | $ 500.00 |
| 17838 | 2687 - WANG, ALLISON | $ 500.00 | Refund/Recycling Deposit/CDD-25-164/9572 Salisbury Lane | Rfd 8/15/25 | $ 500.00 |
| 17839 | 1608 - ALARM PROGRAM SYSTEMS, LLC | $ 11,932.96 | PD Svc/Alarm Permit & False Alarm Collections 6/25 | 6/25 | $ 11,932.96 |
| 17840 | 145 - AUSTIN, CHERYL | $ 56.52 | W/C Retiree Health Care Benefits 9/25 | 9/25 | $ 56.52 |
| 17841 | 128744 - AYRES, RICHARD | $ 300.00 | Retiree Health Care Benefits 9/25 | 9/25 | $ 300.00 |
| 17842 | 102038 - BALDWIN, DARRELL | $ 300.00 | Retiree Health Care Benefits 9/25 | 9/25 | $ 300.00 |
| 17843 | 102087 - BISH, EDWARD | $ 300.00 | Retiree Health Care Benefits 9/25 | 9/25 | $ 300.00 |
| 17844 | 100101 - BRUCE, THOMAS M | $ 300.00 | Retiree Health Care Benefits 9/25 | 9/25 | $ 300.00 |
| 17845 | 122419 - CLEMONS, MARK | $ 350.00 | Retiree Health Care Benefits 9/25 | 9/25 | $ 350.00 |

**City of Cypress**
**Payment Register**
**08/09/25 - 09/05/25**

| EFT/ Warrant Number | Vendor | Payment Amount | Description | Invoice | Invoice Amount |
|---|---|---|---|---|---|
| 17846 | 129695 - COTE, ROBERT | $ 300.00 | Retiree Health Care Benefits 9/25 | 9/25 | $ 300.00 |
| 17847 | 128938 - COX, RODNEY | $ 123.85 | Retiree Health Care Benefits 9/25 | 9/25 | $ 123.85 |
| 17848 | 104003 - ESSEX, CLARE | $ 611.70 | Retiree Health Care Benefits 9/25 | 9/25 | $ 611.70 |
| 17849 | 128044 - FORNISS, DANIEL | $ 300.00 | Retiree Health Care Benefits 9/25 | 9/25 | $ 300.00 |
| 17850 | 129816 - FOSTER, SCOTT | $ 300.00 | Retiree Health Care Benefits 9/25 | 9/25 | $ 300.00 |
| 17851 | 112187 - HEALY, BRIAN | $ 33.33 | Retiree Health Care Benefits 9/25 | 9/25 | $ 33.33 |
| 17852 | 1535 - HERNANDEZ, JENNIFER | $ 60.00 | Reissue Ck #67384 | Reissue 9/2/25 | $ 60.00 |
| 17853 | 100667 - LASSALLE, ISMAEL | $ 300.00 | Retiree Health Care Benefits 9/25 | 9/25 | $ 300.00 |
| 17854 | 123656 - MANUEL, DEAN | $ 300.00 | Retiree Health Care Benefits 9/25 | 9/25 | $ 300.00 |
| 17855 | 129700 - MCSHANE, CHRIS | $ 232.96 | Retiree Health Care Benefits 9/25 | 9/25 | $ 232.96 |
| 17856 | 2017 - MINIKUS, SCOTT | $ 341.78 | Reimb/Medical Premiums 9/25 | 9/25 | $ 341.78 |
| 17857 | 128832 - MORALES, PAULO | $ 300.00 | Retiree Health Care Benefits 9/25 | 9/25 | $ 300.00 |
| 17858 | 122 - MORROW, RICHARD L | $ 300.00 | Retiree Health Care Benefits 9/25 | 9/25 | $ 300.00 |
| 17859 | 391 - NASSER, JOY | $ 150.00 | W/C Retiree Health Care Benefits 9/25 | 9/25 | $ 150.00 |
| 17860 | 129608 - OLSON, JAMES | $ 300.00 | Retiree Health Care Benefits 9/25 | 9/25 | $ 300.00 |
| 17861 | 128784 - RAMSEY, KENNETH | $ 125.00 | Retiree Health Care Benefits 9/25 | 9/25 | $ 125.00 |
| 17862 | 119027 - RAMSEY, STEVE | $ 300.00 | Retiree Health Care Benefits 9/25 | 9/25 | $ 300.00 |
| 17863 | 130138 - TIMNEY, MATTHEW | $ 350.00 | Retiree Health Care Benefits 9/25 | 9/25 | $ 350.00 |
| 17864 | 1024 - VALLEY VISTA SERVICES, INC | $ 250,101.76 | Waste Disposal Fee 7/25 | 7/25 | $ 250,101.76 |
| 17865 | 40 - WARLAND INVESTMENTS COMPANY | $ 37,500.00 | Development Assistance 9/25 | 9/25 | $ 37,500.00 |
| 17866 | 122756 - WINTERSOLE, MICHAEL | $ 300.00 | Retiree Health Care Benefits 9/25 | 9/25 | $ 300.00 |
| 17867 | 100505 - CITY OF CYPRESS-WORKERS COMP | $ 3,594.23 | Workers Comp Claims/Professional Svcs/#28539-28576 | Reimb 8/29/25 | $ 3,594.23 |
| 17868 | 100505 - CITY OF CYPRESS-WORKERS COMP | $ 1,886.31 | Workers Comp Claims/Medical/#28539-28576 | Reimb(A) 8/29/25 | $ 1,886.31 |
| 17869 | 100505 - CITY OF CYPRESS-WORKERS COMP | $ 3,453.04 | Workers Comp Claims/Permanent Disability/#28539-28576 | Reimb(B) 8/29/25 | $ 3,453.04 |
| 17870 | 100505 - CITY OF CYPRESS-WORKERS COMP | $ 26.04 | Workers Comp Claims/Temporary Disability/#28539-28576 | Reimb(C) 8/29/25 | $ 26.04 |
| 17871 | 2695 - LOPEZ, ELISEO | $ 500.00 | Refund/Recycling Deposit/CDD-25-221/6063 Marilyn Dr | Rfd 8/29/25 | $ 500.00 |
| 17872 | 2693 - MINER, CHASE JONATHAN | $ 500.00 | Refund/ Recycling Deposit/CDD-25-198/4621 Myra Ave | Rfd 8/29/25 | $ 500.00 |

**City of Cypress**
**Payment Register**
**08/09/25 - 09/05/25**

| EFT/ Warrant Number | Vendor | Payment Amount | Description | Invoice | Invoice Amount |
|---|---|---|---|---|---|
| 17873 | 120801 - MISSION SQUARE | $ 600.00 | | | |
| | | | W/C RHS 8/25 | 8/25(A) | $ 600.00 |
| 17874 | 120801 - MISSION SQUARE | $ 15,815.00 | | | |
| | | | Monthly Retiree Health Savings 8/25 | 8/25 | $ 15,815.00 |
| 17875 | 120801 - MISSION SQUARE | $ 1,200.00 | | | |
| | | | Deferred Comp/Exec Mgmt 8/25 | 401a-8/25 | $ 1,200.00 |
| 17876 | 116005 - PERS - PUBLIC EMPLOYEES RETIREMENT SYS | $ 196,140.63 | | | |
| | | | Med Insurance/City & Dist 9/25 | 18026288 | $ 196,140.63 |
| 17877 | 116005 - PERS - PUBLIC EMPLOYEES RETIREMENT SYS | $ 16,982.80 | | | |
| | | | Med Insurance/West Comm 9/25 | 18026506 | $ 16,982.80 |
| 17878 | 2694 - ROOF DOCTORS | $ 500.00 | | | |
| | | | Refund/Recycling Deposit/CDD-25-171/4261 Myra Ave | Rfd 8/29/25 | $ 500.00 |
| 17879 | 2494 - VAZQUEZ, JOSE | $ 500.00 | | | |
| | | | Refund/Recycling Deposit/CDD-25-225/9322 Vista Bonita | Rfd 8/29/25 | $ 500.00 |
| 17880 | 1608 - ALARM PROGRAM SYSTEMS, LLC | $ 5,871.85 | | | |
| | | | PD Svc/Alarm Permit & False Alarm Collections 7/25 | 7/25 | $ 5,871.85 |
| 17881 | 1247 - HdL HINDERLITER, DE LLAMAS AND ASSOCIATES | $ 68,801.40 | | | |
| | | | Svc/Business License Tax Admin 7/25 | JUL25 | $ 68,801.40 |
| 68600 | 129018 - A TO Z FIRE PROTECTION CO. | $ 1,162.00 | | | |
| | | | Inspect/Fire Extinguishers(89)/Maint Yard 10/31/24 | I241031610 | $ 1,162.00 |
| 68601 | 100681 - ADVANCED ALARM & FIRE INC | $ 5,545.00 | | | |
| | | | Svc/Monitor Alarms/Civic Center/Sr Center/Comm Center 4/25-6/25 | 901151 | $ 1,245.00 |
| | | | Svc/Test Panic Alarms(2)/Comm Center 6/2 | 5607 | $ 425.00 |
| | | | Svc/Tested & Re-Programed System/City Hall 4/25 | 553 | $ 3,875.00 |
| 68602 | 1570 - ADVANTAGE COLOR GRAPHICS ADVANTAGE MAILING, LLC | $ 4,959.59 | | | |
| | | | Svc/Print/City & Recreation Newsletter 8/25 | 237259 | $ 4,959.59 |
| 68603 | 270 - AITHAL, DARSHINI | $ 660.40 | | | |
| | | | Instruct/Chair Yoga 7/1-7/29 | 7/29/25 | $ 555.10 |
| | | | Instruct/Flow Yoga 7/7-7/28 | 7/28/25 | $ 105.30 |
| 68604 | 100723 - ALESHIRE & WYNDER, LLP | $ 19,488.00 | | | |
| | | | Credit/Litigation Svc/Kyler 4/25 | 97486 | $ (552.60) |
| | | | Legal Svc/Engineering 6/25 | 96893 | $ 5,225.50 |
| | | | Legal Svc/Finance 6/25 | 96894 | $ 742.50 |
| | | | Legal Svc/General Admin 6/25 | 96889 | $ 4,386.00 |
| | | | Legal Svc/General Admin 6/25 | 96899 | $ 122.80 |
| | | | Legal Svc/Housing 6/25 | 96896 | $ 1,135.90 |
| | | | Legal Svc/HR 6/25 | 96891 | $ 3,377.00 |
| | | | Legal Svc/Makkouk 6/25 | 96897 | $ 49.80 |
| | | | Legal Svc/Recreation 6/25 | 96895 | $ 1,735.50 |
| | | | Litigation Svc/General Admin 6/25 | 96890 | $ 158.50 |
| | | | Litigation Svc/Kyler 6/25 | 96900 | $ 2,268.00 |
| | | | Litigation Svc/Youngsma 6/25 | 96898 | $ 839.10 |
| 68605 | 122455 - ALL AMERICAN SIGN CO, INC | $ 72.67 | | | |
| | | | Update Banner(1)/Symphony on the Go 7/14 | 57555 | $ 72.67 |
| 68606 | 102203 - AMERICAN SOCIETY OF COMPOSERS-ASCAP | $ 451.88 | | | |
| | | | Music License/Concerts on the Green 8/14/25-8/14/26 | 2025-26 | $ 451.88 |
| 68607 | 2507 - AMPERAGE SECURITY INC | $ 217.50 | | | |
| | | | Svc/Sliding Doors/City Hall 6/9 | 1116 | $ 217.50 |
| 68608 | 1200 - ANNEALTA GROUP | $ 4,760.00 | | | |
| | | | Svc/City Planner 7/25 | 497-3630 | $ 4,760.00 |
| 68609 | 110860 - AT&T | $ 1,124.48 | | | |
| | | | Cell Svc/PD 7/25 | 7/25(H) | $ 1,044.00 |
| | | | Svc/Engineering Mobile Hotspots 7/25 | 7/25(G) | $ 80.48 |

**City of Cypress**
**Payment Register**
**08/09/25 - 09/05/25**

| EFT/ Warrant Number | Vendor | Payment Amount | Description | Invoice | Invoice Amount |
|---|---|---|---|---|---|
| 68610 | 110860 - AT&T | $ 4.43 | | | |
| | | | 2481347232-Admin Phone Svc 8/25 | 8/25 | $ 4.43 |
| 68611 | 110860 - AT&T | $ 0.01 | | | |
| | | | Credit/Fiber Internet 11/24-5/25 | 23712141CR | $ (3,400.06) |
| | | | Svc/Fiber Internet 6/25 | 23712141 | $ 1,040.18 |
| | | | Svc/Fiber Internet 7/25 | 23865902 | $ 1,040.18 |
| | | | W/C Svc/Priority Radio Line 7/25 | 23867060 | $ 1,319.71 |
| 68612 | 110860 - AT&T | $ 1.81 | | | |
| | | | East Wing Fax Line 7/25 | 7/25(I) | $ 1.81 |
| 68613 | 610 - AUTONATION TOYOTA BUENA PARK FIT KIT INC | $ 472.24 | | | |
| | | | Replace/Valve Sensors(4)/Valve Assembly/Unit #145 | 453301 | $ 472.24 |
| 68614 | 2101 - BARNES, CHRISTOPHER | $ 400.00 | | | |
| | | | Perform/Magic/National Night Out 7/26 | July 25, 2025 | $ 400.00 |
| 68615 | 2666 - BEN FRANKLIN PRESS | $ 328.64 | | | |
| | | | PD PACE Table Name Cards(700) 8/4 | 503114 | $ 328.64 |
| 68616 | 1822 - BENEFITS COORDINATORS CORPORATION BCC | $ 9,948.09 | | | |
| | | | Insurance/Life/LTD/STD/Optional 9/25 | 17172 | $ 9,948.09 |
| 68617 | 1822 - BENEFITS COORDINATORS CORPORATION BCC | $ 1,721.75 | | | |
| | | | Insurance/Vision Claims/City 7/25 | B0JXRP | $ 1,721.75 |
| 68618 | 1011 - BIT DIRECT INC | $ 118.00 | | | |
| | | | Software License/CorelDraw Graphics 8/14/25-8/13/26 | 5034546 | $ 118.00 |
| 68619 | 1260 - BLECKERT'S DIESEL REPAIR, INC | $ 963.00 | | | |
| | | | Replace/Rear Brake Pad/Sweeper Unit #138 | 31045 | $ 963.00 |
| 68620 | 2205 - BP FORD OF LONG BEACH | $ 4,573.65 | | | |
| | | | Brake Kit(1)/Radiator Hose(1) 7/25 | 225754FOW | $ 303.65 |
| | | | Replace/Water Pump/Tensioner/Unit #612 | FOCB731577 | $ 4,270.00 |
| 68621 | 1600 - BRIGHTVIEW LANDSCAPE SERVICES, INC | $ 7,350.44 | | | |
| | | | Credit/Svc/Landscape/Arnold Cypress Park 2/24-6/24 | Credit 2/24-6/24 | $ (21,209.55) |
| | | | Svc/Landscape/Citywide 6/25 | 9386267 | $ 28,559.99 |
| 68622 | 866 - C3 OFFICE SOLUTIONS | $ 9.00 | | | |
| | | | W/C Copier Svc/Supplies 7/3-8/2 | INV203666 | $ 9.00 |
| 68623 | 103141 - CA FORENSIC PHLEBOTOMY, INC | $ 143.39 | | | |
| | | | PD Blood/Alcohol Test(1) 6/25 | 2974 | $ 143.39 |
| 68624 | 120103 - CALIFORNIA MUNICIPAL STATISTICS INC | $ 600.00 | | | |
| | | | Svc/Debt Statement/ACFR 6/30/25 | 25071701 | $ 600.00 |
| 68625 | 722 - CALLYO 2009 CORP | $ 3,000.00 | | | |
| | | | PD Svc/Body Wire 7/1/25-6/30/26 | R21270 | $ 3,000.00 |
| 68626 | 2282 - CAROL ELECTRIC COMPANY INC | $ 16,294.94 | | | |
| | | | Repair/Wires/Install/Time Clocks/Oak Knoll Park 2/25 | 2003768 | $ 16,294.94 |
| 68627 | 2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPECTRUM | $ 1,295.17 | | | |
| | | | W/C CAD/RMS Ethernet Connection 8/5-9/4 | 187630201080125 | $ 1,295.17 |
| 68628 | 2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPECTRUM | $ 144.59 | | | |
| | | | Svc/Cable TV 7/10-8/9 | 188680601070725 | $ 144.59 |
| 68629 | 2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPECTRUM | $ 563.75 | | | |
| | | | W/C Svc/Internet 7/25 | 218496501080125 | $ 563.75 |
| 68630 | 2381 - CITYGREEN CONSULTING, LLC | $ 8,305.00 | | | |
| | | | Consult/Solid Waste Program 7/25 | 1383-25-26-3 | $ 8,305.00 |
| 68631 | 1216 - CIVICPLUS, INC REC1 | $ 17,210.93 | | | |
| | | | Software Maint/CivicPlus Online Registration 9/1/25-8/31/26 | 342739 | $ 17,210.93 |
| 68632 | 1473 - COMMUNITY WORKS DESIGN GROUP, LLC | $ 5,583.00 | | | |
| | | | Design/Sports Court Improvements/Veterans Park 6/25 | 16467 | $ 5,583.00 |
| 68633 | 1617 - CONTROL AIR ENTERPRISES LLC | $ 4,765.16 | | | |
| | | | Repair/HVAC System/PD Server Room 3/21 | 3096748 | $ 2,746.16 |
| | | | Replace/HVAC Blower Motor/City Hall Server Room 10/9 | 3093046 | $ 2,019.00 |

**City of Cypress**
**Payment Register**
**08/09/25 - 09/05/25**

| EFT/ Warrant Number | Vendor | Payment Amount | Description | Invoice | Invoice Amount |
|---|---|---|---|---|---|
| 68634 | 1439 - CORODATA MEDIA STORAGE, INC | $ 154.76 | | | |
| | | | Offsite Data Storage 7/25 | DS1312385 | $ 154.76 |
| 68635 | 115003 - COUNTY OF ORANGE | $ 644.00 | | | |
| | | | Fee/Non-Disposal Site/Maint Yard 7/1/25-6/30/26 | IN2758600 | $ 644.00 |
| 68636 | 115003 - COUNTY OF ORANGE | $ 943.21 | | | |
| | | | Svc/NPDES Shared Cost/Stormwater Program 2025-26 | PW260105 | $ 943.21 |
| 68637 | 115003 - COUNTY OF ORANGE | $ 183,543.74 | | | |
| | | | Svc/Animal Care 4/1/25-6/30/25 | AC2590094 | $ 183,543.74 |
| 68638 | 2299 - DOGTEAMPRO INC | $ 499.00 | | | |
| | | | PD Sub/K9 Record Keeping 8/8/25-8/7/26 | INV-1291 | $ 499.00 |
| 68639 | 1296 - EDCO CNG | $ 1,665.78 | | | |
| | | | Natural Gas(487.07 Gls)/Sweepers(2) 7/1-7/15 | 07232025-6-A | $ 1,665.78 |
| 68640 | 2125 - EMPIRE DESIGN & BUILD LLC | $ 2,410.62 | | | |
| | | | Retention/Svc/Upgrade Trash Receptacles/Various Parks | EDB-100-Reten | $ 2,410.62 |
| 68641 | 1488 - ENTERPRISE HOLDINGS INC | $ 2,102.63 | | | |
| | | | PD Rental Car(1) 5/22-6/21 | 39558246 | $ 1,231.48 |
| | | | PD Rental Car(1) 6/7-7/7 | 39558246(A) | $ 871.15 |
| 68642 | 2185 - ENVIRO SAFETY PRODUCTS, PUBLIC SAFETY CENTER | $ 1,017.27 | | | |
| | | | PD Exam Gloves(9K) 6/20 | 666907 | $ 1,017.27 |
| 68643 | 2508 - EWING IRRIGATION PRODUCTS INC | $ 342.59 | | | |
| | | | Rubber Repair Kit(1)/Irrigation Valves(2) 7/14 | 26842416 | $ 342.59 |
| 68644 | 2461 - FCG CONSULTANTS INC | $ 15,807.69 | | | |
| | | | Final/Inspect/Sewer System Improvements 7/25 | 1135-1013K | $ 15,807.69 |
| 68645 | 1115 - FRONTIER | $ 3,653.41 | | | |
| | | | W/C Phone Svc/5627955413 8/25 | 8/25(A) | $ 3,653.41 |
| 68646 | 103037 - GARDEN GROVE, CITY OF | $ 801.40 | | | |
| | | | Traffic Signal Maint 9/11/24-4/9/25 | AR000996 | $ 801.40 |
| 68647 | 2588 - GMU GEOTECHNICAL, INC | $ 8,596.00 | | | |
| | | | Svc/Pavement Engineering/Residential Street Rehab 6/25 | 68538 | $ 8,596.00 |
| 68648 | 119018 - GOLDEN STATE WATER COMPANY | $ 1,756.33 | | | |
| | | | Svc/Parkway Maint 7/25 | 7/25(B) | $ 1,756.33 |
| 68649 | 103008 - HARTZOG & CRABILL | $ 2,025.00 | | | |
| | | | Svc/Monitor Traffic Signals 7/25 | 25-0307 | $ 2,025.00 |
| 68650 | 1171 - HDL COREN & CONE | $ 3,627.50 | | | |
| | | | Svc/Property Tax Analysis & Auditing 7/1/25-9/30/25 | SIN52615 | $ 3,627.50 |
| 68651 | 128739 - HOME DEPOT CREDIT SVC-MAINT | $ 1,983.88 | | | |
| | | | Supplies/Maint 6/25 | 8/15/25 | $ 1,983.88 |
| 68652 | 120000 - INSIGHT PUBLIC SECTOR | $ 626.23 | | | |
| | | | PD Sub/Racial & Identity Profiling Act Reporting 4/25 | 1101295868 | $ 205.36 |
| | | | PD Sub/Racial & Identity Profiling Act Reporting 5/25 | 1101296779 | $ 210.11 |
| | | | PD Sub/Racial & Identity Profiling Act Reporting 6/25 | 1101299283 | $ 210.76 |
| 68653 | 103024 - JHM & CARSON SUPPLY | $ 935.41 | | | |
| | | | Irrigation Fittings(46) 8/15 | 95442/3(A) | $ 84.26 |
| | | | Irrigation Valve & Wire Locator(1) 7/21 | 338237/1 | $ 851.15 |
| 68654 | 2039 - KELLY SPICERS INC KELLY SPICER STORES | $ 1,247.88 | | | |
| | | | Specialty Paper(10 Rms)/Business Card Boxes(20) 8/4 | 11991276 | $ 906.64 |
| | | | Specialty Paper(9 Rms) 7/25 | 11984278 | $ 341.24 |
| 68655 | 2417 - KIDZ TALENT ACADEMY LLC ANIYAH WILLIAMS | $ 1,817.40 | | | |
| | | | Instruct/Gymnastics & Tumbling 7/7-7/31 | 7/31/25 | $ 1,817.40 |
| 68656 | 111167 - LEXIPOL LLC | $ 7,692.64 | | | |
| | | | PD Training Manual Updates 7/1/25-6/30/25 | INVLEX11253281 | $ 7,692.64 |
| 68657 | 107918 - LIGHTS OUTT WINDOW TINTING-JONES, DEREK | $ 275.00 | | | |
| | | | Svc/Window Tinting/Unit #675 | 62025 | $ 275.00 |

**City of Cypress**
**Payment Register**
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|---|---|---|---|---|---|
| 68658 | 2385 - MAD SCIENCE THE JAY PARTICLE LLC | $ 2,388.10 | | | |
| | | | Instruct/Brixology LEGO Engineering Camp 7/21-7/25 | 07/25/25 | $ 1,093.95 |
| | | | Instruct/Forensics Lab Camp 7/28-8/1 | 8/1/25 | $ 1,294.15 |
| 68659 | 111271 - MAR-CO EQUIPMENT CO | $ 12,588.34 | | | |
| | | | Sweeper Cylinder Rods(3)/Swivel Pulleys(2)/Misc 7/25 | 210152 | $ 746.61 |
| | | | Sweeper Gutter Brooms(4) 8/11 | 210310 | $ 11,841.73 |
| 68660 | 80 - MORRIS, LETICIA | $ 312.00 | | | |
| | | | Instruct/Zumba 7/5-7/26 | 7/26/25 | $ 312.00 |
| 68661 | 946 - MOVIES BY KIDS-O.C., LLC | $ 3,549.00 | | | |
| | | | Instruct/Hollywood Special Effects/LEGO Animation Camp 7/21-7/25 | 7/25/25 | $ 3,549.00 |
| 68662 | 129724 - NAPA AUTO PARTS - SO CAL AUTO & TRUCK PARTS INC | $ 1,134.78 | | | |
| | | | Brake Rotors(2) 7/31 | 488114 | $ 158.39 |
| | | | Brake Rotors(8)/Fuses(2) 7/24 | 487794 | $ 976.39 |
| | | | Credit/Rotors(6)/Brakes(2)/Misc 7/24 | 487792 | $ (1,050.13) |
| | | | Rotors(6)/Brakes(2)/Misc 7/23 | 487747 | $ 1,050.13 |
| 68663 | 985 - NATIONAL AUTO FLEET GROUP | $ 72,586.07 | | | |
| | | | Ford Truck(1)/Unit #129 7/28 | WF11708 | $ 72,586.07 |
| 68664 | 672 - O'REILLY AUTO PARTS | $ 703.88 | | | |
| | | | Cabin Filters(3)/Air Filters(2)/Trailer Pin(1)/Misc 7/25 | 3078-175383 | $ 140.29 |
| | | | Fuel/Water Separator Filters(2)/Batteries(2) 7/29 | 3078-176447 | $ 563.59 |
| 68665 | 122610 - OC CHIEFS OF POLICE AND SHERIFF ASSOC | $ 500.00 | | | |
| | | | PD Dues/OC Chiefs' of Police & Sheriffs' Assoc/ML 7/1/25-6/30/26 | PD Dues 2025-26 | $ 500.00 |
| 68666 | 110400 - OC TRAINING MANAGERS ASSOC-OCTMA | $ 100.00 | | | |
| | | | PD Dues/OC Training Managers' Assoc 7/1/25-6/30/26 | Dues 2025-26 | $ 100.00 |
| 68667 | 2563 - OC UNIFORMS & TAILORING INC | $ 7,850.14 | | | |
| | | | PD Safety Gear/Recruit CReynolds 6/4 | 802 | $ 246.19 |
| | | | PD Safety Gear/Recruit CShockey 6/4 | 799 | $ 265.41 |
| | | | PD Safety Gear/Recruit CShockey 6/4 | 801 | $ 246.19 |
| | | | PD Safety Gear/Recruit DNguyen 6/5 | 811 | $ 265.41 |
| | | | PD Safety Gear/Recruit DNguyen 6/5 | 813 | $ 246.19 |
| | | | PD Safety Gear/Recruit JJung 6/11 | 849 | $ 246.76 |
| | | | PD Safety Gear/Recruit JJung 6/11 | 850 | $ 266.00 |
| | | | PD Uniform/Recruit CReynolds 5/29 | 775 | $ 1,441.17 |
| | | | PD Uniform/Recruit CShockey 6/4 | 800 | $ 1,541.17 |
| | | | PD Uniform/Recruit DNguyen 6/5 | 812 | $ 1,541.17 |
| | | | PD Uniform/Recruit JJung 6/11 | 848 | $ 1,544.48 |
| 68668 | 122725 - ORANGE COUNTY SANITATION DISTRICT | $ 3,481.98 | | | |
| | | | Sewer Connect Fees 7/25 | 7/25 | $ 3,481.98 |
| 68669 | 492 - PAUL'S CAR WASH & LUBE CENTER-FIRESTONE HAND WASH | $ 604.47 | | | |
| | | | Svc/Car Wash/PD(52)/Rec(1) 6/25 | 2183 | $ 604.47 |
| 68670 | 1970 - PERFORMANCE PICKLEBALL, LLC | $ 347.75 | | | |
| | | | Instruct/Pickleball 7/21-7/24 | 7/24/25 | $ 347.75 |
| 68671 | 2667 - PLANETBIDS, LLC | $ 25,250.00 | | | |
| | | | Software Licenses(7)/Online Procurement/Bid Mgmt 7/1/25-6/30/26 | 1024137 | $ 25,250.00 |
| 68672 | 100870 - POSTMASTER -CYPRESS POST OFFICE | $ 3,910.00 | | | |
| | | | Postage/2025 5K Run/Walk/Street Closure Postcards 8/15 | 8/15/25 | $ 3,910.00 |
| 68673 | 2115 - POWERDMS, INC | $ 3,572.81 | | | |
| | | | PD Software Maint/Field Training Officer 8/6/25-8/5/26 | INV-138126 | $ 3,572.81 |
| 68674 | 2623 - PRIMO BRANDS CORP | $ 39.91 | | | |
| | | | W/C Bottled Water 7/25 | 0548710320455 | $ 39.91 |
| 68675 | 2623 - PRIMO BRANDS CORP | $ 164.63 | | | |
| | | | PD Bottled Water 6/25 | 05G8710163639 | $ 164.63 |
| 68676 | 2218 - READWRITE EDUCATIONAL SOLUTIONS INC | $ 678.60 | | | |
| | | | Instruct/Reading & Math Development 7/7-7/23 | 7/23/25 | $ 678.60 |

**City of Cypress**
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**08/09/25 - 09/05/25**

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|---|---|---|---|---|---|
| 68677 | 2593 - REECE SUPPLY, LLC | $ 3,446.34 | | | |
| | | | Backflow(1)/Veterans Park 6/9 | S120326814.001 | $ 3,446.34 |
| 68678 | 2230 - RINGCENTRAL INC | $ 188.77 | | | |
| | | | Software Maint/Phone System 7/1/25-6/30/26 | INVA843854544 | $ 188.77 |
| 68679 | 109096 - S.C. SIGNS & SUPPLIES, LLC | $ 2,086.58 | | | |
| | | | No Parking Signs(36) 3/26 | 258010 | $ 1,086.12 |
| | | | Sign Posts(4)/Signs(17)/Mounts(4)/Misc 10/22/24 | 253138 | $ 1,000.46 |
| 68680 | 106893 - SAFESHRED | $ 80.00 | | | |
| | | | W/C Svc/Shredding 7/1 & 7/29 | 363203 | $ 80.00 |
| 68681 | 100453 - SAGONA'S ALL CITY BACKFLOW | $ 495.00 | | | |
| | | | Svc/Test & Certify/Backflow Devices(9)/Various Locations 6/30 | 109239 | $ 495.00 |
| 68682 | 35 - SCPLRC MEMBERSHIP | $ 350.00 | | | |
| | | | Dues/So CA Public Relations Council/HR 8/1/25-7/31/26 | 2025-26 | $ 350.00 |
| 68683 | 1982 - SITEIMPROVE, INC | $ 9,408.06 | | | |
| | | | Svc/Website Accessibility 8/2/25-8/1/26 | USI-00008683 | $ 9,408.06 |
| 68684 | 939 - SKYHAWKS SPORTS ACADEMY, INC | $ 1,731.60 | | | |
| | | | Instruct/Soccer 6/25-7/30 | 7/30/25 | $ 1,731.60 |
| 68685 | 2645 - SMARTRISE ELEVATOR SERVICE, INC | $ 2,323.72 | | | |
| | | | Repair/Elevator/Council Chambers 5/9 | 46105 | $ 2,323.72 |
| 68686 | 119016 - SO CAL EDISON | $ 107,420.28 | | | |
| | | | 700134894611 - Svc/Traffic Signal 7/25 | 7/25(B) | $ 31.32 |
| | | | 700370018870 - Svc/Traffic Signal 7/25 | 7/25(A) | $ 105.03 |
| | | | 700428641933 Svc/Mackay Park 7/25 | 7/25(D) | $ 109.87 |
| | | | 700921885822 - Svc/Arnold Cypress Park 7/25 | 7/25(C) | $ 5,223.40 |
| | | | Svc/Citywide 6/11-7/14 | 6/11/25-7/14/25 | $ 101,950.66 |
| 68687 | 119017 - SO CAL GAS CO | $ 1,230.42 | | | |
| | | | 00840909006 Svc/Comm Center 7/25 | 7/25(C) | $ 129.84 |
| | | | 12600890003 Svc/Maint Yard 7/25 | 7/25(G) | $ 123.25 |
| | | | 13230923008 Svc/Storm Drain 7/25 | 7/25(F) | $ 24.55 |
| | | | 18690942000 Svc/Sr Center 7/25 | 7/25(E) | $ 412.78 |
| | | | 19530910009 Svc/City Hall | 7/25(D) | $ 540.00 |
| 68688 | 109312 - SONIC SOUNDS - VAZQUEZ, GONZALO | $ 400.00 | | | |
| | | | Svc/DJ/Sr Center Dance 8/15 | 2024-013 | $ 400.00 |
| 68689 | 543 - SORVILLO, BRYAN | $ 8,684.00 | | | |
| | | | Instruct/Group Tennis 7/7-8/1 | 8/1/25 | $ 8,684.00 |
| 68690 | 119024 - STATE COMP INSURANCE FUND | $ 1,595.25 | | | |
| | | | W/C Workers Comp Insurance 7/30-8/30 | 1002984913 | $ 1,595.25 |
| 68691 | 588 - THE COUNSELING TEAM INTERNATIONAL | $ 300.00 | | | |
| | | | PD Psych Eval(1) 6/3 | INV104947 | $ 300.00 |
| 68692 | 2241 - THE EMBLEM AUTHORITY EMBLEMS INC | $ 255.00 | | | |
| | | | PD Hashmark Patches(300) 7/22 | 49231 | $ 255.00 |
| 68693 | 2067 - THE ORIGINAL GOODIE'S UNIFORM | $ 132.43 | | | |
| | | | PD Safety Gear/Recruits CR & DN & CS 6/2 | 22012 | $ 132.43 |
| 68694 | 851 - THE UPS STORE, #5882 | $ 250.00 | | | |
| | | | Svc/Fingerprints(10)/Rec Volunteers 7/25 | 8/01/2025 | $ 250.00 |
| 68695 | 110602 - TK ELEVATOR CORP THYSSENKRUPP ELEVATOR | $ 2,161.97 | | | |
| | | | Svc/Elevator Maint 1/1/25-3/31/25 | 3008302133 | $ 535.14 |
| | | | Svc/Elevator Maint 10/1/24-12/31/24 | 3008153358 | $ 535.14 |
| | | | Svc/Elevator Maint 4/1/25-6/30/25 | 3008460313 | $ 535.14 |
| | | | Svc/Elevator Maint 7/1/25-9/30/25 | 3008717852 | $ 556.55 |
| 68696 | 964 - TOOL DISCOUNTER | $ 195.07 | | | |
| | | | Drive Impact Wrench(1) 8/22 | 168042-00 | $ 195.07 |
| 68697 | 111260 - TRACKER PRODUCTS | $ 9,658.05 | | | |
| | | | PD Software Licenses(3)/Barcode System 7/21/25-7/20/26 | TPINV-004930 | $ 9,658.05 |

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|---|---|---|---|---|---|
| 68698 | 2209 - TRIAD CONSULTING & SYSTEM DESIGN GROUP | $ 260.00 | | | |
| | | | Design/Security System/Arnold Cypress Park Rehab 6/25 | 1186A | $ 260.00 |
| 68699 | 127207 - UNDERGROUND SVS ALERT OF SO CA | $ 740.22 | | | |
| | | | Fee/2025 Underground Safety Board | 25-260020 | $ 622.92 |
| | | | Svc/DigAlert Tickets 6/25 | 620250234 | $ 117.30 |
| 68700 | 2393 - VERSATERM PUBLIC SAFETY US, INC - CI TECHNOLOGY | $ 1,488.53 | | | |
| | | | PD Software Maint/IA Pro 7/1/25-6/30/26 | INV41-01140 | $ 1,488.53 |
| 68701 | 2597 - VORTEX SERVICES, LLC SANCON TECHNOLOGIES | $ 40,175.50 | | | |
| | | | Construct/Sewer System Improvements 6/25 | 28798 | $ 40,175.50 |
| 68702 | 2491 - WELLS FARGO FINANCIAL LEASING, INC | $ 188.43 | | | |
| | | | W/C Rental/Copier 8/6-9/5 | 5035206730 | $ 188.43 |
| 68703 | 2193 - WEST GROVE VOLLEYBALL, LLC | $ 254.80 | | | |
| | | | Instruct/Volleyball 6/29-7/27 | 7/27/25 | $ 254.80 |
| 68704 | 1962 - WEX HEALTH INC | $ 82.50 | | | |
| | | | Admin Fee/FSA 7/25 | 0002205335IN | $ 82.50 |
| 68705 | 2450 - Z3 SAFETY ACME WORKPLACE SAFETY | $ 630.34 | | | |
| | | | AED Battery Packs(3) 6/30 | INV-9667 | $ 630.34 |
| 68706 | 0 - AGAPE DISCIPLE CHURCH | $ 300.00 | | | |
| | | | Refund/Facility Deposit/Contract #10570 | Rfd 8/15/25 | $ 300.00 |
| 68707 | 0 - APREGILIO, CELIA | $ 200.00 | | | |
| | | | Reissue Ck #68589 | Rfd 8/15/25 | $ 200.00 |
| 68708 | 0 - ARAGON, ANDREW | $ 232.00 | | | |
| | | | Refund/Building Permit BS-24-953 & BS-24-989 | Rfd 8/15/25 | $ 232.00 |
| 68709 | 0 - BHAKTA, SARIKA | $ 100.00 | | | |
| | | | Refund/Facility Deposit/Contract #10742 | Rfd 8/15/25 | $ 100.00 |
| 68710 | 0 - CHAMBERLAIN, J SCOT | $ 500.00 | | | |
| | | | Refund/Recycling Deposit/CDD-25-111/4556 Maybury Cir | Rfd 8/15/25 | $ 500.00 |
| 68711 | 0 - EVOLUTION LOGISTICS | $ 100.00 | | | |
| | | | Refund/Facility Deposit/Contract #10718 | Rfd 8/15/25 | $ 100.00 |
| 68712 | 0 - GHOSH, SAYAN | $ 100.00 | | | |
| | | | Refund/Facility Deposit/Contract #10499 | Rfd 8/15/25 | $ 100.00 |
| 68713 | 0 - IBARRA, RAY | $ 168.00 | | | |
| | | | Refund/Camp Cypress 7/28-8/1 | Rfd 8/15/25 | $ 168.00 |
| 68714 | 0 - IBARRA, RAY | $ 32.00 | | | |
| | | | Refund/Camp Excursion 7/30 | Rfd 8/15/25 | $ 32.00 |
| 68715 | 0 - LANNING, LYNLEY | $ 100.00 | | | |
| | | | Refund/Facility Deposit/Contract #10606 | Rfd 8/15/25 | $ 100.00 |
| 68716 | 0 - PHILLIPS, ANTHONY | $ 150.00 | | | |
| | | | Refund/Field Rental Deposit/Contract #10524 | Rfd 8/15/25 | $ 150.00 |
| 68717 | 0 - RODRIGUEZ, AMY | $ 120.00 | | | |
| | | | Refund/Watercolor Painting 8/2-8/23 | Rfd 8/15/25 | $ 120.00 |
| 68718 | 0 - SHADY GLEN HOMEOWNERS ASSOC | $ 3,408.00 | | | |
| | | | Refund/Recycling Deposit/BP #12469 & #12488 | Rfd 8/15/25 | $ 3,408.00 |
| 68719 | 0 - SIMON, LOU | $ 150.00 | | | |
| | | | Refund/Field Rental Deposit/Contract #10368 | Rfd 8/15/25 | $ 150.00 |
| 68720 | 102587 - AMERICAN RENTALS | $ 1,330.40 | | | |
| | | | Rent/Mini Excavator/Parking Lot Lights/Oak Knoll Park 2/17-2/18 | 576507 | $ 1,330.40 |
| 68721 | 2205 - BP FORD OF LONG BEACH | $ 885.02 | | | |
| | | | Exhaust Sensors(2)/Light(1)/Unit #800 10/21/24 | 218856FOW | $ 140.65 |
| | | | Replace/Coils/Spark Plugs(6)/Unit #619 9/30/24 | FOCB720855 | $ 744.37 |
| 68722 | 2205 - BP FORD OF LONG BEACH | $ 1,089.50 | | | |
| | | | Replace/Brakes/Unit #616 | FOCB714788 | $ 1,089.50 |
| 68723 | 2143 - BUCHALTER, A PROFESSIONAL CORPORATION | $ 461.50 | | | |
| | | | Svc/Audit Response 3/25 | 1393565 | $ 461.50 |

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| 68724 | 123012 - CHARLES ABBOTT ASSOCIATES | $ 9,157.50 | | | |
| | | | Svc/Fats, Oil & Grease/NPDES Inspections 6/25 | 69055 | $ 9,157.50 |
| 68725 | 1617 - CONTROL AIR ENTERPRISES LLC | $ 747.80 | | | |
| | | | Replace/Boiler Ignition Control/Library 2/27 | 3096252 | $ 747.80 |
| 68726 | 2560 - LANMOR SERVICES CBG MIDWEST | $ 2,428.87 | | | |
| | | | Replace/Back Door/Comm Center 6/3 | INV-12024 | $ 981.63 |
| | | | Replace/Patio Door/Comm Center 6/3 | INV-12023 | $ 1,447.24 |
| 68727 | 109220 - MANHATTAN STITCHING CO, INC - BRENDAN SCREEN PRII | $ 620.64 | | | |
| | | | Staff Shirts(24) 6/23 | 108900 | $ 620.64 |
| 68728 | 608 - SAIDICO DIRECT, INC GOLDENWEST LAWNMOWERS | $ 422.99 | | | |
| | | | Chainsaw Chains(9)/Saw Blades(4)/Misc 12/13/24 | 327058 | $ 422.99 |
| 68729 | 1027 - SOUTHERN CALIFORNIA BARRICADES-COAST HILLS INC | $ 470.00 | | | |
| | | | Rent/Barricades(30)/National Night Out 8/6/24 | 24-6485 | $ 470.00 |
| 68730 | 105052 - TOPAZ ALARM CORP. | $ 2,481.00 | | | |
| | | | Monitor Pumps 1/25 | 145539 | $ 105.00 |
| | | | Monitor Pumps 10/24 | 144951 | $ 105.00 |
| | | | Monitor Pumps 11/24 | 145165 | $ 105.00 |
| | | | Monitor Pumps 12/24 | 145351 | $ 105.00 |
| | | | Monitor Pumps 2/25 | 145746 | $ 105.00 |
| | | | Monitor Pumps 3/25 | 145930 | $ 105.00 |
| | | | Monitor Pumps 4/25 | 146191 | $ 105.00 |
| | | | Monitor Pumps 5/25 | 146306 | $ 105.00 |
| | | | Monitor Pumps 7/24 | 144168 | $ 105.00 |
| | | | Monitor Pumps 8/24 | 144561 | $ 105.00 |
| | | | Monitor Pumps 9/24 | 144836 | $ 105.00 |
| | | | Replace/Phone Panel & Keypad PS #6 5/7 | 146440 | $ 803.00 |
| | | | Svc/Test Alarm/Replace/Battery/PS #1 1/9 | 145691 | $ 159.00 |
| | | | Svc/Test Alarm/Replace/Battery/PS #6 1/9 | 145690 | $ 159.00 |
| | | | Svc/Test Alarm/Replace/Phone Jack Battery/PS #6 1/9 | 145689 | $ 205.00 |
| 68731 | 106914 - ADMINSURE | $ 3,689.00 | | | |
| | | | Workers Comp Claims Admin 9/25 | 18124 | $ 3,689.00 |
| 68732 | 100681 - ADVANCED ALARM & FIRE INC | $ 795.00 | | | |
| | | | Svc/Updated Alarm System/Comm Center 11/24 | 5035 | $ 795.00 |
| 68733 | 101004 - ALL AMERICAN ASPHALT CORP | $ 1,065,007.39 | | | |
| | | | Construct/Residential Street Resurfacing 4/25-5/25 | 211346 | $ 1,065,007.39 |
| 68734 | 2696 - ARREDONDO, NICHOLE | $ 196.00 | | | |
| | | | Meals/CA Homicide Investigators Assoc Conf 8/11-8/15 | Reimb 8/29/25 | $ 196.00 |
| 68735 | 110860 - AT&T | $ 3,328.73 | | | |
| | | | 9391033694-PW Phone Svc 7/25 | 7/25(J) | $ 155.40 |
| | | | 9391033696-PD Phone Svc 8/25 | 8/25(A) | $ 31.19 |
| | | | 9391033698-PW Phone Svc 7/25 | 7/25(K) | $ 31.24 |
| | | | Phone Svc/Multi-Line 7/13-8/12 | 7/13/25-8/12/25 | $ 3,110.90 |
| 68736 | 252 - AUTO ZONE, INC | $ 241.65 | | | |
| | | | Anti-Freeze(5 Gls) 8/11 | 05521701795 | $ 88.64 |
| | | | Lug Nuts(20) 8/14 | 05521704386 | $ 153.01 |
| 68737 | 610 - AUTONATION TOYOTA BUENA PARK FIT KIT INC | $ 404.82 | | | |
| | | | Svc/Reprogram Tire Sensors/Unit #145 | 857084 | $ 404.82 |
| 68738 | 122652 - AVENU MUNISERVICES MUNISERVICES, LLC | $ 240.00 | | | |
| | | | Svc/Demographic Statistics/ACFR 2024-25 | INV06-021505 | $ 240.00 |
| 68739 | 1444 - AXON ENTERPRISE, INC | $ 54,337.28 | | | |
| | | | PD Sub/Body-Worn Cameras(68) 6/15/25-6/15/26 | INUS346626 | $ 54,337.28 |
| 68740 | 1061 - AYRES, DIANA | $ 60.00 | | | |
| | | | Meals/School Resource Officer Summit 7/14-7/18 | Reimb 8/29/25 | $ 60.00 |

**City of Cypress**
**Payment Register**
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| EFT/ Warrant Number | Vendor | Payment Amount | Description | Invoice | Invoice Amount |
|---|---|---|---|---|---|
| 68741 | 1232 - BANNER BANK | $ 11,513.61 | | | |
| | | | Retention/LA Engineering/AC Park Rehab 7/25 | 19-7/25 | $ 11,513.61 |
| 68742 | 2466 - BLACK BOX SAFETY, INC | $ 572.85 | | | |
| | | | PD Ballistic Vest(1)/JHernandez 7/16 | INVP10003337 | $ 572.85 |
| 68743 | 2205 - BP FORD OF LONG BEACH | $ 7,096.55 | | | |
| | | | Repair/Power Transfer Unit/Axel Control Arms/Unit #606 | FOCB731500 | $ 7,096.55 |
| 68744 | 1600 - BRIGHTVIEW LANDSCAPE SERVICES, INC | $ 13,058.84 | | | |
| | | | Replace/Irrigation Controller/Lexington Park 10/30 | 9136937 | $ 1,224.76 |
| | | | Replace/Irrigation Timer/Lexington Park 10/30 | 9133850 | $ 612.75 |
| | | | Replace/Irrigation Valve/Civic Center Green 9/26 | 9094826 | $ 874.22 |
| | | | Replace/Irrigation Valve/Manzanita Park 9/26 | 9094823 | $ 874.22 |
| | | | Replace/Irrigation Valve/Station #13/Maple Grove Park 9/16 | 9069178 | $ 874.22 |
| | | | Replace/Irrigation Valve/Station #14/PD 9/16 | 9069179 | $ 784.37 |
| | | | Replace/Irrigation Valve/Station #16/Pinewood Park 10/30 | 9133827 | $ 874.22 |
| | | | Replace/Irrigation Valve/Station #2/Cedar Glen Park 10/30 | 9133829 | $ 874.22 |
| | | | Replace/Irrigation Valve/Station #23/Council Chambers 10/30 | 9133837 | $ 874.22 |
| | | | Replace/Irrigation Valve/Station #23/Pinewood Park 10/30 | 9133824 | $ 874.22 |
| | | | Replace/Irrigation Valve/Station #4/Cedar Glen Park 9/16 | 9069185 | $ 847.38 |
| | | | Replace/Irrigation Valve/Station #4/Peppertree Park 9/16 | 9094820 | $ 874.22 |
| | | | Replace/Irrigation Valve/Station #4/Willow Park 10/30 | 9133845 | $ 874.22 |
| | | | Replace/Irrigation Valve/Station #8/Pinewood Park 10/30 | 9133822 | $ 874.22 |
| | | | Replace/Irrigation Valve/Station #9/Evergreen Park 9/16 | 9069186 | $ 847.38 |
| 68745 | 103141 - CA FORENSIC PHLEBOTOMY, INC | $ 150.27 | | | |
| | | | PD Blood/Alcohol Test(1) 7/25 | 2987 | $ 150.27 |
| 68746 | 100390 - CA POLICE CHIEFS ASSOC-CPCA | $ 973.00 | | | |
| | | | PD Dues/CA Police Chiefs Assoc/CR 7/1/25-6/30/26 | 11611 | $ 170.00 |
| | | | PD Dues/CA Police Chiefs Assoc/ML 7/1/25-6/30/26 | 11507 | $ 803.00 |
| 68747 | 122980 - CALIFORNIA PEACE OFFCR ASSOC-CPOA | $ 1,785.00 | | | |
| | | | PD Dues/CA Peace Officers Assoc 7/1/25-6/30/26 | 460700 | $ 1,785.00 |
| 68748 | 2137 - CALIFORNIA SAFETY AGENCY RECON INDUSTRIES INC | $ 1,680.00 | | | |
| | | | Svc/Restroom & Tennis Court Lockup 6/25 | 3604-175 | $ 1,680.00 |
| 68749 | 2171 - CENTENO, TIFFINY | $ 60.00 | | | |
| | | | Meals/School Resource Officer Summit 7/14-7/18 | Reimb 8/29/25 | $ 60.00 |
| 68750 | 123012 - CHARLES ABBOTT ASSOCIATES | $ 97,242.76 | | | |
| | | | Building Inspection and Plan Check Services 7/25 | 69216 | $ 72,690.26 |
| | | | Svc/Engineering Plan Checks 7/25 | 69258 | $ 2,887.50 |
| | | | Svc/Fats, Oil & Grease/NPDES Inspections 7/25 | 69265 | $ 13,910.00 |
| | | | Svc/National Pollutant Discharge Elimination/Program Mgmt 7/25 | 69266 | $ 7,755.00 |
| 68751 | 2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPECTRUM | $ 1,568.99 | | | |
| | | | Svc/Internet Access 8/16-9/15 | 187625401081425 | $ 1,568.99 |
| 68752 | 2090 - CHARTER COMMUNICATIONS HOLDINGS LLC SPECTRUM | $ 144.59 | | | |
| | | | Svc/Cable TV 8/10-9/9 | 188680601080725 | $ 144.59 |
| 68753 | 129539 - COAST RECREATION INC | $ 340.31 | | | |
| | | | Playground Equipment Cables(5)/Maple Grove South Park 4/4 | 16607 | $ 340.31 |
| 68754 | 2035 - COMMUNICATIONS LAB BARRIOS & ASSOCIATES, LLC | $ 10,591.96 | | | |
| | | | Svc/City Strategic Rebranding 7/25 | 25-1197 | $ 6,491.96 |
| | | | Svc/Recreation Activity Guide/Fall 2025 | 25-1173 | $ 4,100.00 |
| 68755 | 1473 - COMMUNITY WORKS DESIGN GROUP, LLC | $ 3,722.00 | | | |
| | | | Design/Sports Court Improvements/Veterans Park 7/25 | 16521 | $ 3,722.00 |
| 68756 | 115003 - COUNTY OF ORANGE | $ 6,105.50 | | | |
| | | | Parking Violations 7/25 | 7/25 | $ 6,105.50 |
| 68757 | 115003 - COUNTY OF ORANGE | $ 1,479.00 | | | |
| | | | PD Svc/Automated Fingerprint Identification System 7/25 | SH71961 | $ 1,479.00 |

**City of Cypress**
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|---|---|---|---|---|---|
| 68758 | 115003 - COUNTY OF ORANGE | $ 1,104.51 | | | |
| | | | PD Svc/OC Automated Telecommunications System 7/25 | SH72003 | $ 1,104.51 |
| 68759 | 101 - CROSSTOWN ELECTRICAL & DATA, INC | $ 77,289.07 | | | |
| | | | Install/Traffic Signal System/Citywide 7/25 | 527700074 | $ 77,289.07 |
| 68760 | 1622 - DANIELS TIRE SERVICE, INC | $ 432.28 | | | |
| | | | PD Vehicle Tires(6) 7/29 | 200545154 | $ 432.28 |
| 68761 | 116854 - DATA TICKET INC-MSB | $ 1,213.89 | | | |
| | | | Parking Citation Processing 7/25 | 182535 | $ 1,213.89 |
| 68762 | 1132 - DESTINY SOFTWARE, INC | $ 6,800.00 | | | |
| | | | Software Maint/Agenda Quick 7/1/25-6/30/26 | 5343 | $ 6,800.00 |
| 68763 | 129120 - EMPLOYMENT DEVELOPMENT DEPT | $ 4,737.00 | | | |
| | | | Unemployment Insurance/City 4/1/25-6/30/25 | 94408853 4-6/25 | $ 5,128.00 |
| | | | Unemployment Insurance/Recreation 4/1/25-6/30/25 | 94408853A 4-6/25 | $ (391.00) |
| 68764 | 104530 - EXPERIAN | $ 100.00 | | | |
| | | | PD Credit Reports 7/25 | 6000108712 | $ 100.00 |
| 68765 | 2461 - FCG CONSULTANTS INC | $ 38,139.31 | | | |
| | | | Construct Mgmt/Los Alamitos Race Track Development 7/25 | 1135-1013P | $ 11,127.83 |
| | | | Inspect/Various Non-CIP Engineering Permits 7/25 | 1135-1013Q | $ 4,872.96 |
| | | | Svc/Project Mgmt/PW Engineering 7/25 | 1135-14013V | $ 22,138.52 |
| 68766 | 100594 - FIVE STAR FIRE PROTECTION INC | $ 961.62 | | | |
| | | | Inspect/Fire Suppression System/Comm Center 7/21 | 74175 | $ 480.81 |
| | | | Inspect/Fire Suppression System/Oak Knoll Park Snack Shack 7/21 | 74177 | $ 480.81 |
| 68767 | 798 - FORENSIC NURSE SPECIALISTS, INC | $ 1,300.00 | | | |
| | | | PD Assault Exam(1) 6/8 | 6284 | $ 1,300.00 |
| 68768 | 1115 - FRONTIER | $ 76.41 | | | |
| | | | 7148996947 - Phone Svc/Sewers 9/25 | 9/25 | $ 76.41 |
| 68769 | 2504 - GENERAL CODE LLC ICC CODIFICATION INC | $ 1,502.00 | | | |
| | | | Svc/Codification Updates 8/18 | PG000042649 | $ 1,502.00 |
| 68770 | 119018 - GOLDEN STATE WATER COMPANY | $ 119,351.88 | | | |
| | | | Svc/Arnold Cypress Park 7/25 | 7/25(C) | $ 557.36 |
| | | | Svc/Athletic Fields 7/25 | 7/25(D) | $ 14,599.95 |
| | | | Svc/Civic Center 7/25 | 7/25(J) | $ 6,861.79 |
| | | | Svc/Community Center 7/25 | 7/25(F) | $ 54.74 |
| | | | Svc/Lexington Park 7/25 | 7/25(H) | $ 4,914.56 |
| | | | Svc/Maint Yard Landscaping 7/25 | 7/25(G) | $ 817.20 |
| | | | Svc/Parks Landscaping 5/25-7/25 | 5/25-7/25 | $ 3,213.57 |
| | | | Svc/Parks Landscaping 7/25 | 7/25(K) | $ 51,028.51 |
| | | | Svc/Parkway Maint 7/25 | 7/25(L) | $ 22,946.98 |
| | | | Svc/Parkway Maint 8/25 | 8/25(A) | $ 8,459.15 |
| | | | Svc/Sr Center 7/25 | 7/25(E) | $ 1,575.56 |
| | | | Svc/Stanton Channel Berm 7/25 | 7/25(I) | $ 3,108.69 |
| | | | Svc/Storm Drain 8/25 | 8/25 | $ 1,213.82 |
| 68771 | 1133 - GRANICUS SWAGIT PRODUCTIONS, LLC | $ 5,779.42 | | | |
| | | | Svc/Closed Caption/Council Meetings 7/1/25-6/30/26 | 209613 | $ 4,188.00 |
| | | | Svc/Video Stream/Council Meeting 7/25 | 209613(A) | $ 795.71 |
| | | | Svc/Video Stream/Council Meeting 8/25 | 211448 | $ 795.71 |
| 68772 | 110049 - GREAT SCOTT TREE SERVICE INC | $ 7,685.75 | | | |
| | | | Svc/Trim Trees(131) 6/26 | 56915 | $ 6,409.25 |
| | | | Svc/Trim Trees(23) 6/25 | 56916 | $ 1,276.50 |
| 68773 | 2210 - H GREG AUTO BUENA PARK LLC | $ 364.58 | | | |
| | | | Vehicle Sun Visors(2)/Unit #648 8/12 | 63613 | $ 364.58 |
| 68774 | 2039 - KELLY SPICERS INC KELLY SPICER STORES | $ 958.94 | | | |
| | | | PD Copy Paper(80 Rms) 7/8 | 11970175 | $ 526.79 |
| | | | Specialty Paper(15.5 Rms)/Print Shop 8/21 | 12006720 | $ 432.15 |

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|---|---|---|---|---|---|
| 68775 | 1607 - LEMMON, BRADLEY | $ 137.79 | | | |
| | | | Meals/Parking/Traffic Safety Forum 7/22-7/23 | Reimb 8/29/25 | $ 137.79 |
| 68776 | 109290 - LONG BEACH BMW-RCA INVESTMENTS INC | $ 890.99 | | | |
| | | | PD Svc/Brake Pads/Tire(1)/Unit #663 | 54222 | $ 890.99 |
| 68777 | 1202 - LOS ANGELES ENGINEERING INC | $ 218,758.52 | | | |
| | | | Construct/Arnold Cypress Park Rehab 7/25 | 19-7/25 | $ 218,758.52 |
| 68778 | 109220 - MANHATTAN STITCHING CO, INC - BRENDAN SCREEN PRII | $ 598.01 | | | |
| | | | Polo Shirts(37)/Youth Action Committee 8/4 | 109738 | $ 598.01 |
| 68779 | 2651 - MAVERICK DATA SYSTEMS | $ 1,500.00 | | | |
| | | | PD Sub(6)/Search Warrant Builder/CIB & SIU 7/1/25-6/30/26 | 447 | $ 1,500.00 |
| 68780 | 200 - MELLANA, THOMAS | $ 36.00 | | | |
| | | | Meals/Internal Affairs Seminar 8/4-8/6 | Reimb 8/29/25 | $ 36.00 |
| 68781 | 129724 - NAPA AUTO PARTS - SO CAL AUTO & TRUCK PARTS INC | $ 990.88 | | | |
| | | | Brake Rotors(8)/Brake Pads(4)/Misc 8/11 | 488608 | $ 990.88 |
| 68782 | 2082 - PERFORMA LABS, INC | $ 6,498.00 | | | |
| | | | PD Sub/Use of Force Training(52) 8/18/25-11/18/25 | 25-1084 | $ 6,498.00 |
| 68783 | 1970 - PERFORMANCE PICKLEBALL, LLC | $ 698.75 | | | |
| | | | Instruct/Pickleball 7/20-8/10 | 8/10/25 | $ 698.75 |
| 68784 | 937 - PET WASTE ELIMINATOR | $ 3,869.44 | | | |
| | | | Pet Waste Bags(137.6K) 8/13 | 43446758 | $ 3,062.27 |
| | | | Pet Waste Eliminator Boxes(8) 8/11 | 43446422 | $ 807.17 |
| 68785 | 2664 - PLACER LABS INC | $ 23,600.00 | | | |
| | | | Sub/Location Analytics/Community Development 7/23/25-7/22/26 | INUS04221 | $ 23,600.00 |
| 68786 | 2236 - PROACTIVE WORK HEALTH SERVICES | $ 828.00 | | | |
| | | | Pre-Place Physical(2)/West Comm 7/25 | 029989 | $ 728.00 |
| | | | Pre-Place X-Ray(1) 7/25 | 030580 | $ 100.00 |
| 68787 | 109069 - PROFORCE LAW ENFORCEMENT | $ 12,744.91 | | | |
| | | | PD SWAT Rifles(6) 7/22 | 578618 | $ 12,744.91 |
| 68788 | 130231 - RSG, INC ROSENOW SPEVACEK GROUP INC | $ 4,647.50 | | | |
| | | | Consult/Affordable Housing/Citrus Square 7/25 | 13924 | $ 555.00 |
| | | | Svc/Affordable Housing Compliance Monitoring 7/25 | 13925 | $ 4,092.50 |
| 68789 | 2031 - SDI PRESENCE LLC | $ 2,359.50 | | | |
| | | | W/C Svc/Cloud Backup 7/25 | 20099 | $ 792.00 |
| | | | W/C Svc/Monitor IT/CAD System 7/25 | 19901 | $ 1,417.50 |
| | | | W/C Svc/Security Software 7/25 | 20046 | $ 150.00 |
| 68790 | 130328 - SHOETERIA | $ 258.56 | | | |
| | | | Safety Shoes(1)/MChavez 7/17 | 0088571IN | $ 258.56 |
| 68791 | 939 - SKYHAWKS SPORTS ACADEMY, INC | $ 3,790.80 | | | |
| | | | Instruct/Basketball Camp 7/11-8/15 | 8/15/25 | $ 1,626.30 |
| | | | Instruct/Multi-Sports 6/28-8/9 | 8/9/25 | $ 2,164.50 |

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|---|---|---|---|---|---|
| 68792 | 119051 - SMART & FINAL (REC & PARKS) | $ 505.24 | | | |
| | | | Food/Counselor-In-Training Recognition 7/31 | 20010201 7/31/25 | $ 31.98 |
| | | | Food/Day Camp 7/16 | 20020301 7/16/25 | $ 14.99 |
| | | | Food/Day Camp 7/17 | 20011702 7/17/25 | $ 14.99 |
| | | | Food/Day Camp 7/22 | 20008402 7/22/25 | $ 67.41 |
| | | | Food/Day Camp 7/29 | 20017701 7/29/25 | $ 63.39 |
| | | | Food/Day Camp 7/8 | 20016701 7/8/25 | $ 9.49 |
| | | | Food/Playground 7/14 | 20020301 7/14/25 | $ 3.98 |
| | | | Food/Playground 7/23 | 20001701 7/23/25 | $ 39.84 |
| | | | Food/Playground/Kids Night Out 7/14 | 20020102 7/14/25 | $ 41.83 |
| | | | Food/Playground/Kids Night Out 7/29 | 20015401 7/29/25 | $ 33.73 |
| | | | Food/Sports Camp 7/16 | 20011601 7/16/25 | $ 2.99 |
| | | | Food/Sports Camp 7/29 | 20017601 7/29/25 | $ 2.99 |
| | | | Food/Sports Camp 7/7 | 20008201 7/7/25 | $ 8.97 |
| | | | Food/Sports Camp 7/7 | 20008301 7/7/25 | $ 74.90 |
| | | | Supplies/Counselor-In-Training Recognition 7/29 | 20015601 7/29/25 | $ 12.72 |
| | | | Supplies/Day Camp 7/29 | 20017801 7/29/25 | $ 20.64 |
| | | | Supplies/Day Camp 7/7 | 20008101 7/7/25 | $ 34.32 |
| | | | Supplies/Playground 7/14 | 20020201 7/14/25 | $ 26.08 |
| 68793 | 108459 - SMART & FINAL-POLICE ACCT | $ 329.04 | | | |
| | | | PD Hot Cups(1K) 7/24 | 004801 7/24/25 | $ 130.29 |
| | | | PD Hot Cups(1K)/Plates(375)/Misc 7/10 | 005601 7/10/25 | $ 198.75 |
| 68794 | 119016 - SO CAL EDISON | $ 8,627.37 | | | |
| | | | 700003851853 Svc/Parkways 7/25 | 7/25(E) | $ 465.55 |
| | | | 700351486618 Svc/Willow Park 7/25 | 7/25(G) | $ 424.79 |
| | | | 700564248438 Svc/Traffic Signals 7/25 | 7/25(F) | $ 2,847.82 |
| | | | 700710877173 - Svc/Lexington Park 8/25 | 8/25 | $ 4,889.21 |
| 68795 | 119017 - SO CAL GAS CO | $ 108.26 | | | |
| | | | 08131074000 Svc/Storm Drain 8/25 | 8/25(B) | $ 23.61 |
| | | | 14011061398 Svc/Storm Drain 8/25 | 8/25 | $ 36.82 |
| | | | 16111070716 Svc/Storm Drain 8/25 | 8/25(A) | $ 47.83 |
| 68796 | 109312 - SONIC SOUNDS - VAZQUEZ, GONZALO | $ 400.00 | | | |
| | | | PD Svc/DJ/National Night Out 7/26 | 2025-010 | $ 400.00 |
| 68797 | 1279 - SOUTHERN CALIFORNIA SHREDDING, INC | $ 65.00 | | | |
| | | | PD Svc/Shredding 7/28 | 286794 | $ 65.00 |
| 68798 | 1969 - SPINDOLA, CHRISTOPHER | $ 24.00 | | | |
| | | | Meals/Supervisors Seminar 8/11-8/12 | Reimb 8/29/25 | $ 24.00 |
| 68799 | 103106 - STANTON, CITY OF | $ 874.41 | | | |
| | | | Traffic Signal Maint/Knott & Cerritos 4/1/25-6/30/25 | 0000565(A) | $ 280.02 |
| | | | Traffic Signal Maint/Knott & Katella 4/1/25-6/30/25 | 0000565 | $ 594.39 |
| 68800 | 122963 - STERICYCLE INC | $ 100.34 | | | |
| | | | PD Med Waste Removal 7/25 | 8011216438 | $ 50.17 |
| | | | PD Med Waste Removal 8/25 | 8011508051 | $ 50.17 |
| 68801 | 122862 - STEVEN ENTERPRISES INC | $ 291.71 | | | |
| | | | Plotter Ink(1 Cartridge)/Paper(4 Rls)/Comm Center 8/1 | 62483 | $ 291.71 |
| 68802 | 115445 - SWARCO MCCAIN TRAFFIC SUPPLY | $ 42,265.00 | | | |
| | | | Final/Turn On Support/Conversions(2) 7/31 | PB3484 | $ 2,640.00 |
| | | | Svc/Traffic Signal System License/Maint 8/1/25-7/31/28 | PB3483-5 | $ 39,625.00 |
| 68803 | 588 - THE COUNSELING TEAM INTERNATIONAL | $ 1,000.00 | | | |
| | | | PD Svc/Employee Counseling 7/25 | INV105156 | $ 1,000.00 |
| 68804 | 105052 - TOPAZ ALARM CORP. | $ 105.00 | | | |
| | | | Monitor Pumps 6/25 | 146501 | $ 105.00 |
| 68805 | 112084 - TRAINING INNOVATIONS INC | $ 875.00 | | | |
| | | | PD Training Software Maint/TMS 7/1/25-6/30/26 | 25-020 | $ 875.00 |

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|---|---|---|---|---|---|
| 68806 | 2209 - TRIAD CONSULTING & SYSTEM DESIGN GROUP | $ 1,286.25 | | | |
| | | | Design/Security System/Arnold Cypress Park 7/25 | 1186B | $ 1,286.25 |
| 68807 | 2697 - US DEVELOPERS | $ 500.00 | | | |
| | | | Refund/Recycling Deposit/CDD-24-164/4921 Myra | Rfd 8/29/25 | $ 500.00 |
| 68808 | 116933 - V & V MANUFACTURING INC | $ 72.29 | | | |
| | | | PD Repair/Badge(1) 8/4 | 62855 | $ 72.29 |
| 68809 | 129595 - VERIZON WIRELESS - CA | $ 67.96 | | | |
| | | | Cell Svc/Rec 8/25 | 8/25 | $ 67.96 |
| 68810 | 2597 - VORTEX SERVICES, LLC SANCON TECHNOLOGIES | $ 180,300.58 | | | |
| | | | Final/Construct/Sewer System Improvements 7/25 | 28834 | $ 180,300.58 |
| 68811 | 2142 - VRC COMPANIES, LLC VITAL RECORDS HOLDINGS, LLC | $ 947.44 | | | |
| | | | Off-Site Records Storage/Retrieval 7/25 | 5225960 | $ 473.72 |
| | | | Off-Site Records Storage/Retrieval 8/25 | 5318234 | $ 473.72 |
| 68812 | 2058 - WHITE, LEANGELO | $ 1,621.24 | | | |
| | | | PD Claim/Laptop 5/15 | 8/29/25 | $ 1,621.24 |
| 68813 | 2450 - Z3 SAFETY ACME WORKPLACE SAFETY | $ 125.00 | | | |
| | | | Supplies/First Aid/Maint Yard 3/18 | INV-9152 | $ 125.00 |
| 68814 | 0 - ESGUERRA, JOHN | $ 300.00 | | | |
| | | | Refund/Facility Deposit/Contract #10639 | Rfd 8/29/25 | $ 300.00 |
| 68815 | 0 - GHOSH, SAYAN | $ 100.00 | | | |
| | | | Refund/Facility Deposit/Contract #10499 | Rfd 8/29/25 | $ 100.00 |
| 68816 | 0 - GM ROOFING | $ 500.00 | | | |
| | | | Refund/Recycling Deposit/CDD-25-165/6184 Tonga Circle | Rfd 8/29/25 | $ 500.00 |
| 68817 | 0 - KEYWORTH, MATTHEW | $ 40.00 | | | |
| | | | Refund/Citation #CP490646 | Rfd 8/29/25 | $ 40.00 |
| 68818 | 0 - WEST GROVE SOFTBALL | $ 150.00 | | | |
| | | | Refund/Facility Deposit/Contract #10747 | Rfd 8/29/25 | $ 150.00 |
| 68819 | 0 - WONG, ETHAN | $ 300.00 | | | |
| | | | Refund/Facility Deposit/Contract #10649 | Rfd 8/29/25 | $ 300.00 |
| 68820 | 0 - GHOSH, SAYAN | $ (100.00) | | | |
| | | | Void/Refund/Facility Deposit/Contract #10499 | Rfd 8/15/25 | $ (100.00) |
| 68712 | 0 - GHOSH, SAYAN | $ 100.00 | | | |
| | | | Reissue/Refund/Facility Deposit/Contract #10499 | Rfd 8/15/25 | $ 100.00 |
| Total EFTs | | $ 680,141.28 | | | $ 680,141.28 |
| Total Warrants | | $ 2,806,408.96 | | | 2,806,408.96 |
| Transfer to Payroll (W1563) | | $ 840,909.53 | Payroll 05/23/25-06/06/25 | | 840,909.53 |
| Transfer to Payroll (W1564) | | $ 1,010,127.07 | Payroll 06/06/25-06/20/25 | | 1,010,127.07 |
| Grand Totals | | $ 5,337,586.84 | | | $ 5,337,586.84 |

**CITY OF CYPRESS**

**CITY COUNCIL REPORT**

**City Council Regular** **13.**

**FROM:** Jeff Draper, Director of Recreation and Community Services

**DATE:** 09/22/2025

**SUBJECT:** **Approve Updates to the Contribution Policy for Non-Profit Organizations**

---

## RECOMMENDATION

Approve updates to the Contribution Policy for Non-Profit Organizations.

## DISCUSSION

The City's Non-Profit Grant Request Program provides local non-profits with the opportunity to request funding and support for programs, services, and events that support the City's and District's recreational, educational, and life-affirming services. The grants further these goals, deliver valuable public benefits, and are approved by the City Council every other year.

At its March 24, 2025, workshop, the City Council reviewed the Fiscal Years 2025-27 grant applications and the Contribution Policy for Non-Profit Organizations that establishes criteria and procedures for the grant awards. Following the review, City Council approved approximately $1.5 million of direct funding, city staff expenditures, and fee waivers to eighteen organizations for the next two fiscal years.

In May, the City Council adopted the updated strategic plan that included an objective to update the City Council's Contribution Policy for Non-Profit Organizations. Because support for the non-profit grant request program directly affects the District’s budget, the Recreation and Community Services Commission reviewed and provided input on the recommended updates being considered by City Council.

Last updated in 2012, the recommended updates incorporate the most frequently asked questions staff receive about the Non-Profit Grant Request program by formalizing the grant application process, establishing eligibility criteria, providing guidelines for the type and use of support, and introducing reporting requirements for non-profit organizations receiving City or District support.

Reporting requirements include an annual report (July 1 - June 30) with details on services, programs, or events offered by the non-profit organization, metrics showing the performance and impact on the community, and photos of the supported services, programs, or events.

For organizations receiving direct funding, additional documentation will be required, including an itemized accounting of how the funds were spent and copies of quotes, receipts, and invoices for goods and services purchased. The City/District may also request an audit and/or additional documentation for up to three years from the date of funding.

A redlined version of the recommended Contribution Policy for Non-Profit Organizations is attached.

**BUDGET IMPACT**

None.

**LEGAL REVIEW**

None required.

**APPROVED BY:** Sean Joyce, City Manager

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**Attachments**

Proposed Contribution Policy for Non-Profit Organizations

Redlined Proposed Contribution Policy for Non-Profit Organizations

---

SUBJECT: **CONTRIBUTION POLICY FOR NON-PROFIT ORGANIZATIONS**

---

**RESPONSIBLE DEPARTMENT: Recreation and Community Services**

## PURPOSE

To support local non-profit organizations that deliver services, programs, events, and volunteer resources that align with and enhance City of Cypress (City) and/or Cypress Recreation and Park District (District) programs and services. In support of this resource, the City of Cypress has created guidelines to establish a formal and fair method for considering direct funding (financial assistance), staff support and fee waivers for use of facilities and equipment to community non-profit organizations.

Support from the non-profit grant request program is intended to enable organizations to maintain or expand the impact of their community-based services. These grants are supplementary in nature and are not intended to serve as an organization's primary source of support.

## GRANT PROCESS

The District shall solicit grant applications from local non-profit organizations on a biennial basis. This two-year grant cycle enables the District to more effectively manage its budget and offers recipient organizations a greater certainty for planning future programs, services and events. The next grant cycle is July 1, 2027, through June 30, 2029.

Applications will be evaluated based on the degree to which proposed programs and services benefit and most effectively serve Cypress residents. Priority consideration shall be given to requests that supplement or enhance City and District services and that demonstrates broad community impact and appeal.

## ELIGIBILITY

To be eligible to receive a grant, organizations must:

- Submit a fully completed non-profit grant application in accordance with all guidelines and by the specified date.
- Attain and maintain tax-exempt status as recognized by the Internal Revenue Service (IRS) under sections 501(c)(3),(4),(6), or (7) and/or be officially recognized as a tax-exempt organization under applicable California state law.
- Have sustained operations and actively provided programs, services, or events for a minimum of one year prior to the date of application.
- Provide a service, program, event, and/or volunteer resource that directly benefits the City, District, and/or the residents of Cypress.
- Have at least 55% of their membership and 55% of their executive board members living

in Cypress to be considered highest priority. National or regional organizations may satisfy this requirement if members maintain a business address within Cypress. Organizations headquartered outside the city may still be eligible to apply if they can demonstrate that their programs or services are delivered directly to Cypress residents within the city.

- Provide and maintain special event and/or general liability insurance coverage that names the City and the District as additionally insured. Insurance must meet or exceed the minimum requirements established by the City and District.

**GUIDELINES**

Grant funding and support must solely be utilized for public purposes and must comply with all applicable laws and statutes. All services, programs, or events must provide a clear and demonstrable benefit for Cypress residents. Grant funds and support may not be used for salaries, repayment of debt obligations, political purposes, or as passthrough funding to individuals or other organizations.

Grant funds and support must be used within the designated fiscal year and may not be carried forward from one fiscal year to another. Any unclaimed funds or support shall be returned to the Districts' General Fund.

Organizations receiving funding or support shall not require the involvement of a City Council Member, City Commissioner, or City staff on its Board of Directors or general membership.

**APPLICATION PROCESS**

All applicants must submit a complete non-profit grant request application by the specified date. Applications shall provide a detailed explanation of the requested funding and/or support. Incomplete/late applications will not be considered. Submitting an application is not a guarantee that the request will be approved.

The non-profit grant request application shall include the following:

- Name of organization
- Organization's mission statement or purpose
- Organization's membership and executive board residency rates
- Description of programs, services, or events
- Description of direct funding requests
- Description of staff support requests

- Description of fee waivers for use of facilities and equipment requests
- IRS letter of determination
- Organization's bylaws
- Executive board contact information
- Budget and account balance sheet
- Certificate of insurance

Organizations receiving a grant must enter into a written agreement that specifies the organization's responsibilities and use of the grant. The organization must also document all grant expenditures and provide a full accounting to substantiate that grant funding was spent appropriately. The District may request additional documentation to ensure the funds were used appropriately.

**PROVISIONS OF SUPPORT**

Organizations may request direct funding, staff support, and fee waivers for use of facilities and equipment. Support awarded through the grant process will be limited to the allocation by City Council for those purposes.

Organizations receiving direct funding must provide an invoice at the conclusion of the service, program, or event to receive payment. In the case of direct funding awarded for annual support of the organization's operations the District shall make payment in December and June. For all items purchased with direct funding of $1,000 or more, three quotes must be obtained and included with the invoice.

Organizations receiving a fee waiver for facility use are bound by the City/Districts' Facility Use Agreements and may:

- Request to use meeting rooms based on availability during weekdays (non-prime time hours) from 9:00 a.m. to 5:00 p.m.
- Request to use meeting rooms 15 times during weekdays (prime time hours) after 5:00 p.m. *(Senior Clubs exempted for Senior Center uses).*
- Request to use the Community Center Grand Ballroom/Senior Center Multi-Purpose Room on Friday, Saturday and Sunday twice based on availability. Use of these rooms counts towards the maximum of 15 room reservations.

The District reserves the right to immediately suspend grants in the unlikely event the

City/District experience financial constraints or if an organization undergoes a significant operational, financial or other change.

**REPORTING REQUIREMENTS**

Organizations receiving a grant must submit an annual report (July 1 to June 30) by August 1 to document how the grant was used. The report shall include:

- Cover letter summarizing how the grant was used, with details on services, programs, or events provided.
- Metrics used to measure the organization's and grant's performance and impact.
- Photos of the grant-supported services, programs, or events.

Organizations receiving direct funding shall also include:

- An itemized accounting of how the funds were spent.
- Copies of invoices and/or receipts.
- Comparison of actual expenditures to the approved budget.
- Explanation of any variances greater than 10% of any line item.

If the grant is not used in accordance with the approved purpose, the organization shall be required to return the funding. Failure to provide proper documentation and required reporting will disqualify the organization from future grants. All records relating to the grant must be maintained by the organization for at least 3 years. The District reserves the right to conduct an audit and/or require additional documentation regarding direct funding.

Organizations receiving direct support shall make good faith efforts to procure goods and services from businesses in Cypress.

SUBJECT: **CONTRIBUTION POLICY FOR NON-PROFIT ORGANIZATIONS**

~~**JOHN B. BAHORSKI**~~
~~**CITY MANAGER**~~

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~~**ADOPTED BY CITY COUNCIL ON SEPTEMBER 10, 2012**~~

**RESPONSIBLE DEPARTMENT: Cypress Recreation & Community Services**

## PURPOSE

~~Many of the City's non-profit organizations provide a volunteer resource that is critical to the support and ongoing success of various City programs and Recreation services.~~ To support local non-profit organizations that deliver services, programs, events, and volunteer resources that align with and enhance City of Cypress (City) and/or Cypress Recreation and Park District (District) programs and services. In support of this resource, the City of Cypress has created guidelines to establish a formal and fair method for considering direct funding (financial assistance), staff support, and fee waivers for use of facilities and equipment ~~and indirect support~~ to community non-profit organizations.

Support from the non-profit grant request program is intended to enable organizations to maintain or expand the impact of their community-based services. These grants are supplementary in nature and are not intended to serve as an organization's primary source of support.

## GRANT PROCESS

The District shall solicit grant applications from local non-profit organizations on a biennial basis. This two-year grant cycle enables the District to more effectively manage its budget and offers recipient organizations a greater certainty for planning future programs, services and events. The next grant cycle is July 1, 2027, through June 30, 2029.

Applications will be evaluated based on the degree to which proposed programs and services benefit and most effectively serve Cypress residents. Priority consideration shall be given to requests that supplement or enhance City and District services and that demonstrates broad community impact and appeal.

## ELIGIBILITY

~~The criteria that serves as the base for this policy regarding contributions to non-profit organizations shall be:~~

~~A. Utilization of this Grant Request Program, through the budget process, must be made when requesting direct funds or in-direct services of the City~~

SUBJECT: **CONTRIBUTION POLICY FOR NON-PROFIT ORGANIZATIONS**

~~**JOHN B. BAHORSKI**~~
~~**CITY MANAGER**~~

---

~~B. Non-profit organizations must provide Special Event or General Liability Insurance coverage of at least $1 million and list the City of Cypress/Cypress Recreation & Park District as additionally insured.~~

~~C. Organization's Bylaws shall not call for the office of a Commissioner or City Council Member to be represented on the group's Board of Directors or general membership.~~

~~D. Organization's Bylaws shall not be in conflict with any state or federal statutes.~~

~~E. The non-profit organization must have at least 55% of their membership and 55% of their Executive Board members living in Cypress to be considered as highest priority. National organizations that focus on Cypress projects and services may use a member's Cypress business address in lieu of a residential address to meet the 55% threshold.~~

To be eligible to receive a grant, organizations must:

- Submit a fully completed non-profit grant application in accordance with all guidelines and by the specified date.
- Attain and maintain tax-exempt status as recognized by the Internal Revenue Service (IRS) under sections 501(c)(3),(4),(6), or (7) and/or be officially recognized as a tax-exempt organization under applicable California state law.
- Have sustained operations and actively provided programs, services, or events for a minimum of one year prior to the date of application.
- Provide a service, program, event, and/or volunteer resource that directly benefits the City, District, and/or the residents of Cypress.
- Have at least 55% of their membership and 55% of their executive board members living in Cypress to be considered highest priority. National or regional organizations may satisfy this requirement if members maintain a business address within Cypress. Organizations headquartered outside the city may still be eligible to apply if they can demonstrate that their programs or services are delivered directly to Cypress residents within the city.
- Provide and maintain special event and/or general liability insurance coverage that names the City and the District as additionally insured. Insurance must meet or exceed the minimum requirements established by the City and District.

**GUIDELINES**

SUBJECT: **CONTRIBUTION POLICY FOR NON-PROFIT ORGANIZATIONS**

~~**JOHN B. BAHORSKI**~~
~~**CITY MANAGER**~~

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Grant funding and support must solely be utilized for public purposes and must comply with all applicable laws and statutes. All services, programs, or events must provide a clear and demonstrable benefit for Cypress residents. Grant funds and support may not be used for salaries, repayment of debt obligations, political purposes, or as passthrough funding to individuals or other organizations.

Grant funds and support must be used within the designated fiscal year and may not be carried forward from one fiscal year to another. Any unclaimed funds or support shall be returned to the Districts' General Fund.

Organizations receiving funding or support shall not require the involvement of a City Council Member, City Commissioner, or City staff on its Board of Directors or general membership.

**APPLICATION PROCESS**

All applicants must submit a complete non-profit grant request application by the specified date. Applications shall provide a detailed explanation of the requested funding and/or support. Incomplete/late applications will not be considered. Submitting an application is not a guarantee that the request will be approved.

The non-profit grant request application shall include the following:

- Name of organization
- Organization's mission statement or purpose
- Organization's membership and executive board residency rates
- Description of programs, services, or events
- Description of direct funding requests
- Description of staff support requests
- Description of fee waivers for use of facilities and equipment requests
- IRS letter of determination
- Organization's bylaws
- Executive board contact information
- Budget and account balance sheet

~~**JOHN B. BAHORSKI**~~
~~**CITY MANAGER**~~

- Certificate of insurance

Organizations receiving a grant must enter into a written agreement that specifies the organization's responsibilities and use of the grant. The organization must also document all grant expenditures and provide a full accounting to substantiate that grant funding was spent appropriately. The District may request additional documentation to ensure the funds were used appropriately.

~~**PROCEDURE**~~

~~**Grant Request Program**~~

~~Organizations will be required to meet all criteria and complete an application form by a stipulated due date. Incomplete applications and those received after the deadline date will not be considered for funding by City Council. Completed applications received by the due date will be reviewed by staff and recommendations will be made for approval to the City Council. The grant approvals will be effective July 1 to June 30 of each year to coincide with the City's Fiscal Year budget.~~

~~This policy provides non-profit organizations the opportunity to request direct funding and indirect (in-kind) services for specific programming needs. Indirect services may include services such as staff support, waiver of fees for use of meetings rooms, use of showmobile, and graphic design and printing of advertising material.~~

~~**Facility Rentals**~~

~~Non-profit organizations approved under this program may request utilization of designated Community Center and Senior Center meeting rooms, based on availability outlined in the District's Facility Use Policy, during weekdays ("non-prime time" hours) from 9:00 a.m. to 5:00 p.m. at little to no cost.~~

~~a) Non-profit organizations approved under this program may utilize up to fifteen (15) uses per group of designated Community Center and Senior Center meeting rooms, based on availability outlined in the District's Facility Use Policy, during weekdays ("prime time" hours) after 5:00 p.m. at little to no cost. *(Senior Clubs exempted for Senior Center uses).*~~

~~b) Of the above fifteen (15) facility uses, non-profit organizations are limited to no more than two (2) uses up to a maximum of six hours each per group of the Community Center Grand Ballroom and/or the Senior Center Multi-Purpose Room, anytime on Friday, Saturday and Sunday, at no cost, based on availability outlined in the District's Facility Use Policy. *(Senior Clubs exempted for Senior Center uses).*~~

SUBJECT: **CONTRIBUTION POLICY FOR NON-PROFIT ORGANIZATIONS**

~~**JOHN B. BAHORSKI**~~
~~**CITY MANAGER**~~

---

~~**Biennial Program**~~
~~***The Grant Request Program will be for a two-year request for funds.*** The first biennial cycle of grants will cover the period of July 1, 2009, through June 30 of 2011, with subsequent two-year cycles following thereafter. A biennial cycle of grants allows organizations to better plan for future events while providing the City/District to better plan and allocate such funds. The grant process will coincide with the City's budgeting process for the coming fiscal year.~~

~~Applications will be reviewed and approved by the City Council and any financial support for the two-year cycle of awards will take effect after July 1 of each fiscal year.~~

~~While non-profit groups submit information for a projected two-year period, the City has the right to request updated information of a group at anytime.~~

~~In the case that a non-profit organization wishes to amend funding for the second year of the award cycle due to unforeseen circumstances, such requests may be considered by City Council on an emergency basis only.~~

~~**Provisions of Support**~~
~~Non-profit groups that have been approved for direct funding must provide an invoice to the City after the service or program has been rendered in order to receive payment. In the case of direct funding awarded in the amount of $1,000 and over given for annual support of the group's operations with no ties to a specific program, the City shall issue the financial support on a quarterly basis in the months of September, December, April, and June; and for direct funding awarded in the amount less than $1,000 under like circumstances, the City shall issue the financial support on a semi-annual basis in the months of December and June.~~

~~The City/District reserves the right to immediately suspend financial and in-kind support to non-profit organizations in the unlikely event the City/District incurs financial constraints, or if the City/District determines the non-profit organization has undergone a significant change in terms of operation, finances, direction and/or administration.~~

**PROVISIONS OF SUPPORT**
Organizations may request direct funding, staff support, and fee waivers for use of facilities and equipment. Support awarded through the grant process will be limited to the allocation by City Council for those purposes.

SUBJECT: **CONTRIBUTION POLICY FOR NON-PROFIT ORGANIZATIONS**

~~**JOHN B. BAHORSKI**~~
~~**CITY MANAGER**~~

---

Organizations receiving direct funding must provide an invoice at the conclusion of the service, program, or event to receive payment. In the case of direct funding awarded for annual support of the organization's operations the District shall make payment in December and June. For all items purchased with direct funding of $1,000 or more, three quotes must be obtained and included with the invoice.

Organizations receiving a fee waiver for facility use are bound by the City/Districts' Facility Use Agreements and may:

- Request to use meeting rooms based on availability during weekdays (non-prime time hours) from 9:00 a.m. to 5:00 p.m.
- Request to use meeting rooms 15 times during weekdays (prime time hours) after 5:00 p.m. *(Senior Clubs exempted for Senior Center uses).*
- Request to use the Community Center Grand Ballroom/Senior Center Multi-Purpose Room on Friday, Saturday and Sunday twice based on availability. Use of these rooms counts towards the maximum of 15 room reservations.

The District reserves the right to immediately suspend grants in the unlikely event the City/District experience financial constraints or if an organization undergoes a significant operational, financial or other change.

**REPORTING REQUIREMENTS**

Organizations receiving a grant must submit an annual report (July 1 to June 30) by August 1 to document how the grant was used. The report shall include:

- Cover letter summarizing how the grant was used, with details on services, programs, or events provided.
- Metrics used to measure the organization's and grant's performance and impact.
- Photos of the grant-supported services, programs, or events.

Organizations receiving direct funding shall also include:

- An itemized accounting of how the funds were spent.
- Copies of invoices or receipts.
- Comparison of actual expenditures to the approved budget.

~~**JOHN B. BAHORSKI**~~
~~**CITY MANAGER**~~

- Explanation of any variances greater than 10% of any line item.

If the grant is not used in accordance with the approved purpose, the organization shall be required to return the funding. Failure to provide proper documentation and required reporting will disqualify the organization from future grants. All records relating to the grant must be maintained by the organization for at least 3 years. The District reserves the right to conduct an audit and/or require additional documentation regarding direct funding.

Organizations receiving direct support shall make good faith efforts to procure goods and services from businesses in Cypress.

~~**Special Event Liability Insurance**~~
~~For each event held on City/District property, or as otherwise requested, the organization must provide Special Event or General Liability Insurance of at least $1 million and list the City of Cypress/Cypress Recreation & Park District as additionally insured. Failure to maintain appropriate insurance coverage will result in the suspension of financial and in-kind support.~~

~~**Director's and Officer's Insurance**~~
~~In addition to the Special Event or General Liability Insurance, although not required, the City recommends that the organization purchase Director's and Officer's Insurance to protect their officers and directors from personal or individual liability. Organizations obtain such coverage through outside insurance agencies, which can include utilization of the City's current broker, Alliant Services.~~

**CITY OF CYPRESS**

**CITY COUNCIL REPORT**

**City Council Regular** **14.**

**FROM:** Alisha Farnell, City Clerk

**DATE:** 09/22/2025

**SUBJECT:** **Receive Logo Survey Results and Select a City Logo**

---

## RECOMMENDATION

Receive logo survey results, select a City logo, and approve the refreshed City seal.

## DISCUSSION

In 2024, the City Council engaged the City's communications and marketing consultant to begin the branding and logo development process included in the Strategic Plan. The process began with a community survey in January 2025, to obtain resident feedback on the characteristics/personality of Cypress and concepts most important to incorporate into a new City logo. In March 2025, the City established a working group composed of staff members from all departments to review the community survey results, guide accessibility updates to the City seal, and provide feedback on initial logo designs. The working group concluded its work in June 2025 and four final logo designs were presented to the City Council. The City launched a logo survey to obtain resident feedback on the final logo designs during the months of July and August. The City's communications and marketing consultant will present the results of the logo survey to the City Council at the September 22 City Council meeting.

It is recommended the City Council review resident feedback on the final logo designs, formally approve the accessibility updates to the City seal, and select a City logo.

## BUDGET IMPACT

None associated with the selection of a City logo and approval of the updated City seal. Unless directed otherwise, it is staff's intention to implement usage of the selected City logo beginning with digital formats (e.g. social media, e-mail, etc.) that do not incur costs. Future undetermined implementation costs will be incorporated into future budgets as needed.

## LEGAL REVIEW

None required.

**APPROVED BY:** Sean Joyce, City Manager

**Attachments**

Final City Logo Designs
Logo Selection Survey Results

# LOGO OPTION

*Cypress Legacy*


CYPRESS
CALIFORNIA


CYPRESS
CALIFORNIA


CYPRESS
CALIFORNIA


CYPRESS
CALIFORNIA


CYPRESS
CALIFORNIA


CYPRESS
CALIFORNIA

# LOGO
# OPTION

*Cypress Rising*


CYPRESS
CALIFORNIA


CYPRESS
CALIFORNIA


CYPRESS
CALIFORNIA


CYPRESS
CALIFORNIA


CYPRESS
CALIFORNIA


CYPRESS
CALIFORNIA

# LOGO
# OPTION

*Cypress Strong*


CYPRESS
CALIFORNIA


CYPRESS
CALIFORNIA


CYPRESS
CALIFORNIA


CYPRESS
CALIFORNIA


CYPRESS
CALIFORNIA


CYPRESS
CALIFORNIA

# LOGO OPTION

*Cypress Connected*















CYPRESS
CALIFORNIA



CYPRESS
CALIFORNIA

# **Logo Selection Community Survey Results** (Consolidated)

## Q1. Which logo do you feel best represents the City of Cypress?

| Answer Choices | Online Responses | Senior Center Ballot Responses | Totals | Total Response Percentage |
|---|---|---|---|---|
| **Logo Option:** Cypress Legacy | 304 | 7 | 311 | 25.34% |
| **Logo Option:** Cypress Rising | 136 | 3 | 139 | 11.32% |
| **Logo Option:** Cypress Strong | 175 | 14 | 189 | 15.40% |
| **Logo Option:** Cypress Connected | **551** | **37** | **588** | **47.92%** |
| Totals | 1166 | 61 | 1227 | |

**CITY OF CYPRESS**

**CITY COUNCIL REPORT**

**City Council Regular** **15.**

**FROM:** Alicia Velasco, Planning Director

**DATE:** 09/22/2025

**SUBJECT:** **Approve First Reading of an Ordinance Repealing and Replacing Portions of Chapter 17 of the Cypress Municipal Code Relating to Smoking Regulations**

---

## RECOMMENDATION

Introduce for first reading an ordinance repealing Sections 17-42 through 17-50 of Cypress Municipal Code Chapter 17 and replacing it with a new Section 17-42 (Smoking Prohibited).

## DISCUSSION

The City Council's Strategic Plan includes an objective to update the Municipal Code to prohibit smoking in various areas throughout the City. At the August 25 Council meeting, the City Council provided direction on regulations to add to protect residents from second-hand smoke and other impacts caused by those smoking; that direction has been incorporated into the revised attached ordinance.

State law prohibits smoking in numerous settings, including schools and childcare facilities, playgrounds, government buildings, multi-family housing, and indoor workplaces. However, State law does not regulate smoking in outdoor dining areas or in recreational areas other than those specifically designated for children. A summary of applicable State smoking requirements is attached to this report.

The draft ordinance includes additionaloutdoor  smoking prohibitions such as:

- Recreational areas, including their associated parking lots;
- Outdoor dining areas;
- Places of employment (whether indoor or outdoor);
- Public event areas such as farmers markets, fairs, and festivals;
- Multi-unit residences and complexes, including indoor and outdoor private and common areas;
- Within 25 feet of a bus stop; and,
- Within 100 feet of a public or private school and day care centers.

The ordinance clarifies that violations are Municipal Code infractions, which are generally

enforced by the City's Code Enforcement Division. It should be noted that the City has one Code Enforcement Officer that works five days per week and responds to code enforcement matters primarily on a complaint-driven basis. As a result, enforcement capacity is limited, and the City will need to rely on business and property owners to assist in ensuring compliance on their premises.

**BUDGET IMPACT**

None.

**LEGAL REVIEW**

The ordinance was approved as to form and content by the City Attorney.

**APPROVED BY:** Sean Joyce, City Manager

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**Attachments**

Ordinance

Summary of State Smoking Requirements

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**ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, REPEALING SECTION 17-42 THROUGH 17-50 OF CHAPTER 17 (OFFENSES – MISCELLANEOUS) OF THE CYPRESS MUNICIPAL CODE AND REPLACING IT WITH A NEW SECTION 17-42 (SMOKING PROHIBITED)

**WHEREAS,** pursuant to California Labor Code §6404.5(h), local governments have the full right and authority to prohibit all tobacco use indoors and outdoors in areas not already covered by state law;

**WHEREAS,** there is a broad public recognition by the residents of the City of Cypress ("City") of the dangers of secondhand smoke and support for smoke-free regulations, as evidenced by a 2024 City survey in which 78.5% of 367 residents said they would be in favor of smoking prevention in their city;

**WHEREAS,** secondhand smoke has been repeatedly identified as a health hazard. The California Environmental Protection Agency includes secondhand smoke to the Proposition 65 list of chemicals known to the state of California to cause cancer, birth defects, and other reproductive harm;

**WHEREAS,** exposure to secondhand smoke has negative health impacts, causing disease and death, and such exposure can occur at significant levels outdoors;

**WHEREAS,** the City intends to protect the public health, safety, and welfare of its residents, especially children, by promoting and affirming a healthy environment; and

**WHEREAS,** the City Council desires to attain the foregoing objectives.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CYPRESS HEREBY ORDAINS AS FOLLOWS:**

**SECTION 1.** Recitals Incorporated. The City Council finds the foregoing Recitals are true and correct and are incorporated herein by this reference.

**SECTION 2.** Sections 17-42 through 17-50 of Chapter 17 (Offenses – Miscellaneous) of the Cypress Municipal Code are hereby repealed in their entirety and replaced with a new Section 17-42, which shall read as follows:

§ 17-42. SMOKING PROHIBITED

A. Definitions.

For the purposes of this chapter, the following terms and phrases shall have the meaning given in this section unless the context clearly requires otherwise:

(1) "Cannabis" means all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" includes cannabis that is used for medical, non-medical, or other purposes. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. "Cannabis" also does not include industrial hemp, as defined in California Health and Safety Code Section 11018.5.

(2) "Designated smoking area" means an area that is designated by signage that identifies it as a smoking area and is located at least 50 feet from any location where smoking is prohibited by this chapter, at least 50 feet from any door, window, opening, or air intake for an enclosed area, and contains a waste receptacle for smoking product waste.

(3) "Employee" means any person who is employed or retained as an independent contractor by any employer in consideration for direct or indirect monetary wages or profit, or any person who volunteers his or her services for an employee.

(4) "Employer" means any person or nonprofit entity that retains the service of one or more employees.

(5) "Enclosed area" means any structure having a roof supported by columns or walls and intended for the shelter, housing or enclosure of persons, animals, goods, equipment, vehicles, processes, or activities of any kind.

(6) "Multiunit residence" means a residential use in which there is more than one dwelling unit on a lot, including senior and assisted living facilities, and long- term health care facilities and excluding navigation centers or emergency shelters as those terms are commonly defined.

(7) "Outdoor dining area" means any publicly or privately owned outdoor area, including streets and sidewalks, that is available to or customarily used by the general public or an employee, and that is designed, or regularly used for consuming food or drink.

(8) "Place of employment" means an area under the control of an employer that an employee or the general public may enter in the normal course of operation, regardless of the hours of operation, including work areas and construction sites.

(9) "Public event areas" means any publicly or privately owned place used for an event open to the general public, regardless of any fee or age requirement, including a farmers' market, parade, fair, or festival.

(10) "Recreational area" means any area open to the public for recreational purposes, publicly or privately owned, including, but not limited to, parks, picnic areas, playgrounds, gardens, athletic fields, walking paths, hiking trails, amphitheaters, bike paths, sports facilities, and other locations designated as open space (OS) in the Cypress Municipal Code, and their associated parking lots.

(11) "Smoking" means inhaling, exhaling, burning or carrying any lighted, heated or ignited tobacco or cannabis product.

(12) “Tobacco product" means: (1) any product that is made from or derived from tobacco, or that contains nicotine, that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus; (2) any electronic smoking device and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or (3) any component, part, or accessory of (1) or (2), whether or not any of these contains tobacco or nicotine, including but not limited to filters, rolling papers, blunt or hemp wraps, hookahs, mouthpieces, and pipes.

B. Prohibition of smoking in designated areas.

(1) Except as otherwise expressly authorized by state or federal law, smoking is prohibited in the enclosed and unenclosed areas of the following places within the city:

(a) Recreational areas;

(b) Outdoor dining areas;

(c) Places of employment;

(d) Public event areas;

(e) Multiunit residences and complexes, including outdoor common areas unless specifically designated for smoking;

(f) Within 25 feet of a bus stop; and,

(g) Within 100 feet of public or private schools and day care centers.

(2) Nothing in this chapter prohibits any person or employer with control over any property from prohibiting smoking on any part of such property, even if smoking is not otherwise prohibited in that area.

C. Prohibitions generally.

No person shall intimidate, harass, or otherwise retaliate against any person who seeks to attain compliance with this chapter. Moreover, no person shall intentionally or recklessly expose another person to secondhand smoke in response to that person's effort to achieve compliance with this chapter.

D. Enforcement, Violations and Penalties.

(1) No person or employer shall allow smoking in any area under their control where smoking is prohibited by this chapter or by other law.

(2) A person or employer that has control of an area in which smoking is prohibited by this chapter or other law shall post a clear, conspicuous, and unambiguous "No Smoking" sign at each entrance to the area. Signs posted on the exterior of buildings to comply with this section shall include the 25- or 100-foot distance requirement set forth in Section 17-42(B)(1). The presence or absence of signs shall not be a defense to a charge of smoking in an area where smoking is prohibited.

(3) A person or employer that has control of an area in which smoking is prohibited by this chapter shall direct anyone who is smoking in violation to stop. If they do not stop smoking, the person or employer may refuse any service and immediately ask them to leave the property. If the ejection is from a public event, it shall be for the duration of the public event.

(4) Multiple violations of this chapter by a person or employer that has control of an area in which smoking is prohibited by this chapter may result in the suspension or revocation of any permit or license issued to the person for the property on which the violation has occurred.

(5) Each instance of smoking in violation of this chapter shall constitute a separate violation. For violations other than for smoking, each day of a continuing violation of this chapter shall constitute a separate violation.

(6) Any violation of this article is punishable pursuant to section 1-7 of the Cypress City Code, except for as preempted by state law.

(7) Any violation of this article is hereby declared to be a public nuisance.

(a) Any activity that is conducted in violation of any provisions of this article is hereby declared to be a public nuisance, and, as such, may be abated or enjoined from further operation, in accordance with the procedures set forth in Chapter 13, Article III of the Cypress Municipal Code.

(b) All costs to abate such public nuisance, including attorneys' fees and court costs, shall be paid by the person causing the nuisance.

(c) Any appeal to a determination that such activity constitutes a public nuisance shall be pursuant to the appeal provisions in Chapter 13, Article III of the Cypress Municipal Code.

(8) The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity.

**SECTION 3.** Severability. If any section, subsection, sentence, clause, paragraph, or phrase of this Ordinance or any part thereof is for any reason held to be invalid or otherwise unenforceable by any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have enacted each and every section, subsection, sentence, clause, paragraph, or phrase thereof, irrespective of any determination of validity.

**SECTION 4.** Effective Date. This Ordinance shall take effect 30 days after its adoption.

**SECTION 5.** Certification. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be published and posted at the designated locations in the City of Cypress.

ADOPTED, SIGNED, and APPROVED this ___ day of _____, 2025.

_____
David Burke, Mayor

ATTEST:

_____
Alisha Farnell, City Clerk

# California's Statewide Smoke-Free Air Laws & Restrictions

### Smoke-Free Air Laws Matter

Smoking and secondhand smoke cause life threatening diseases. It is estimated that nearly 40,000 Californians die each year from diseases caused by smoking and secondhand smoke exposure.[1] California has long led the way in adopting strong and innovative smoke-free air laws that protect people from secondhand smoke exposure. These laws protect Californians at most workplaces and in spaces often frequented by children and youth, who are especially vulnerable to the negative health effects of secondhand smoke. California's smoke-free laws include tobacco products such as cigarettes, cigars, and pipes, as well as electronic smoking devices. Certain laws prohibit the use of all tobacco products, including tobacco that is chewed or dissolved. Free help with quitting is available at https://www.nobutts.org/ or by calling 1-800-NO BUTTS and 1-844-8-NO VAPE.

## SMOKING IS PROHIBITED

| Spaces | Description | Code |
|---|---|---|
| **Child/Day Care Centers**  | Within licensed day care centers, including private residences licensed as family day care homes. | *Health and Safety Code Section 1596.795* |
| **Farmers' Markets**  | Within 25 feet of the common commerce area of certified farmers' markets. | *Health and Safety Code Section 114371* |
| **Foster and Group Homes**  | Within a foster or group home, as well as outside the home when children are present. | *Health and Safety Code Section 1530.7* |
| **Government Buildings**  | In all state, county, and city government buildings, including California community college district buildings, as well as within 20 feet from their main exits, entrances, or operable windows, and in any passenger vehicle owned by the state. | *Government Code Section 7596-7597* |
| **Multi-Unit Housing**  | In apartment and condominium indoor common areas (including hallways, stairwells, laundry rooms and recreation rooms). In addition, it is legal for landlords to make all housing they own and manage smoke-free. | *Labor Code Section 6404.5; Civil Code Section 1947.5* |
| **State Parks & Beaches**  | Within state parks and state coastal beaches. Additionally, the disposal of used cigar or cigarette waste is prohibited unless the disposal is made in an appropriate waste receptacle. Exceptions include paved roadways or parking facilities of state parks and state coastal beaches. | *Public Resources Code Section 5008.10* |
| **Personal Vehicles**  | When a minor (less than 18 years of age) is present in a motor vehicle that is in motion or at rest. | *Health and Safety Code Section 118948* |
| **Public Transportation**  | In all public transportation systems and in any vehicle of an entity receiving transit assistance. | *Health and Safety Code Section 118925* |

| | | |
|---|---|---|
| **Workplaces**   | In all indoor workplaces including bars, restaurants, offices, factories and warehouses. Exceptions include long-term health care facilities (which may designate smoking areas for patients), theatrical productions (where smoking is an integral part of the story), and medical research or treatment sites (where smoking is integral to the research or treatment). Cabs of trucks or tractors must be smoke-free when nonsmoking employees are present. All hotel and motel lobbies, common areas, employee-only areas, meeting or banquet rooms, and at least 80% of guest rooms within a hotel must be smoke-free. Smoking is allowed in tobacco shops and in private smokers' lounges, as long as it occurs in an enclosed area in or attached to a retail or wholesale tobacco shop. | *Labor Code Section 6404.5* |
| **Youth Busses**  | By an operator of a youth bus at all times when operating a youth bus. | *Vehicle Code 12523* |

# SMOKING AND TOBACCO PRODUCTS ARE PROHIBITED

| Spaces | Description | Code |
|---|---|---|
| **Correctional Facilities**  | In all state correctional facilities. Only possession of tobacco products in Department of Corrections' residential staff housing where inmates are not present is permitted. | *Penal Code Section 5030.1* |
| **Playgrounds, Tot Lots & Youth Sporting Events**  | Within 25 feet of a playground, tot lot sandbox, or recreational area specifically designed for use by children, and within 250 feet of a youth sports event, which includes any practice, game, or related activity at which athletes up to 18 years of age are present. | *Health and Safety Code 104495* |
| **Schools (Public & Charter)**  | In all school districts, charter schools, and county offices of education, while students attend school-sponsored activities or are under the supervision and control of school employees. Tobacco and nicotine products are prohibited in charter school-or school district-owned or leased buildings, on school or district property, and in school or district vehicles. | *Health and Safety Code Sections 104420, 104559; Education Code 48901* |

## Local Laws May be Stronger

Local jurisdictions have and continue to adopt smoke-free laws that are stronger than state laws. Contact your local tobacco control program to learn more about your municipal smoke-free laws or to report smoking violations. For more information, visit www.cdph.ca.gov/Tobacco

1 California Department of Public Health, California Tobacco Control Program. California Tobacco Facts and Figures 2018. Sacramento, CA: California Department of Public Health; 2020

CDPH California Department of PublicHealth

**CITY OF CYPRESS**

**CITY COUNCIL REPORT**

**City Council Regular** **16.**

**FROM:** Fred Galante, City Attorney

**DATE:** 09/22/2025

**SUBJECT:** **Identify an Executive Search Firm to Assist with the City Manager Recruitment**

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## RECOMMENDATION

Identify and approve a contract with an executive search firm to assist in the recruitment of a permanent City Manager.

## DISCUSSION

The City Council appointed retired annuitant Sean Joyce as Interim City Manager effective September 15. One of the conditions set forth by CalPERS when hiring a retired annuitant is that the employer must actively conduct a recruitment to permanently fill the vacant position during the retired annuitant's assignment. As such, the City contacted eight executive search firms that specialize in recruitments for local government agencies, are well-known in the industry and have experience leading City Manager recruitments. The City has previously contracted with three out of the eight firms on successful executive-level recruitments.

Six of the eight firms submitted proposals (attached). Two firms (Teri Black & Associates and Jacob Green & Associates) indicated they did not have the sufficient resources available to start the recruitment in September and declined to provide a proposal.

| Name of Firm | Cost | Additional Costs |
|---|---|---|
| Alliance Resource Consulting | $35,000 | |
| Bob Hall & Associates | $27,500 | Up to $2,500 |
| Bob Murray & Associates | $35,000 | |
| Peckham & McKenney | $30,000 | |
| Ralph Anderson & Associates | $29,500 | |
| WBCP | $28,900 | Up to $5,500 - $7,900 |

The proposals were provided to the City Council on September 8 in Closed Session, and they directed the City Attorney to add an item to the September 22 agenda for the City Council to discuss the proposals and choose a firm to assist with the recruitment. Once the City Council selects a firm, the contract agreement can be approved administratively by the City Manager per the City's purchasing ordinance. The terms of the agreement will be consistent with the proposal provided by the selected firm and the terms of the City's general services agreement form, subject to approval of the agreement by the City Attorney.

## BUDGET IMPACT

The proposals submitted by the six firms range from $27,500 to a maximum of $36,800 and sufficient amounts are included in the General Fund budget for executive recruitment services.

## LEGAL REVIEW

The City Attorney prepared the report.

**APPROVED BY:** Sean Joyce, City Manager

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**Attachments**

Executive Search Firm Proposals

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ALLIANCE
RESOURCE CONSULTING LLC

# City Manager
# City of Cypress, CA

ALLIANCE
RESOURCE CONSULTING LLC

August 28, 2025

VIA EMAIL

Ms. Regina Nguyen
Human Resources Manager
City of Cypress
5275 Orange Avenue
Cypress, CA 90630

Dear Ms. Nguyen:

Alliance Resource Consulting is pleased to present this proposal to assist City of Cypress in recruiting its next City Manager. We understand the high stakes of this hire and are committed to making your job easier by delivering a seamless, client-centered process that identifies exceptional leadership talent. Our team will manage the details, reduce the burden on your staff, and ensure you meet your timeline with confidence.

With a proven track record of over 800 executive placements nationwide and deep expertise in public sector leadership, Alliance stands apart through its highly personalized, client-centered approach. From strategy development to final negotiations, our recruitment team will provide you with continuous support, transparent communication, and access to cutting-edge recruitment tools. Our commitment to diversity, professionalism, and exceptional service ensures that you will meet your timeline and hiring goals with confidence.

**Why Alliance Stands Apart**

Alliance Resource Consulting delivers a level of partnership and responsiveness that sets us apart in the executive search industry. Unlike larger firms that may rely on formulaic processes, we provide a boutique, customized approach where every client receives executive-level attention and hands-on support. We go beyond advertising, proactively identifying and engaging top-tier, diverse candidates — including those not actively seeking new roles. Our streamlined technology platform, paired with frequent, transparent communication, makes the search process easier for our clients while enhancing the candidate experience. With Alliance, you're not just hiring a search firm — you're gaining a dedicated partner committed to your success.

Sincerely,

Sherrill Uyeda
Founding Partner

Wesley Herman
Regional Director, West Coast

# About Us / Firm Qualifications

## A team of professionals dedicated to helping you find talented candidates who embrace your organizational culture

Since 2004, Alliance Resource Consulting has earned a reputation for delivering high-touch, high-quality executive search services tailored to each client's unique needs. As a minority- and female-owned firm, we bring proven success in achieving diversity goals, and our track record includes over 800 successful placements nationwide.

We are based out of La Palma, California, and have consultants in Orange County, Los Angeles, Los Altos and Sacramento, California; and Tallahassee, Florida.

### What sets us apart:

- **Proactive, multilayered search:** We don't just post ads — we actively identify and engage top-tier candidates.
- **White-glove service:** Two dedicated consultants ensure constant communication, rapid responsiveness, and personalized attention.
- **Technology-enabled ease:** Our streamlined application portal and real-time client dashboard simplify your work and keep you informed.
- **Respect and professionalism:** We treat clients and candidates with the utmost care, enhancing your organization's reputation in the market.
- **On-time, on-budget delivery:** We take full ownership of the process, so you can focus on your priorities while we deliver exceptional results.

### Our Current Staffing

**Sherrill Uyeda**
Founding Partner

**Wesley Herman**
Regional Director, West Coast

**David McDonald**
Regional Director, East Coast

**Syldy Tom**
Director, Southern California

**Sheryl Stewart**
Senior Consultant

**Rich Kaplan**
Senior Consultant

**Linda Kann**
Special Projects & Graphics Manager

**Don't leave leadership to chance — trust us to deliver the perfect executive match for your organization.**

# Our Experience

We have extensive nationwide experience recruiting well-qualified individuals for government agencies and special districts. We have placed excellent people with diverse backgrounds in organizations large and small.

We always deliver on time and within budget, and we take great care to preserve our client's confidentiality before, during, and after the recruitment process.

## Past Placements

- City Manager - City of Hidden Hills, CA (2025)
- City Manager - City of Solana Beach, CA (2024)
- Deputy City Manager - City of San José, CA (2022)
- City Manager - City of Palm Springs, CA (2021)
- Assistant City Manager/Director of Community Development - City of Pleasant Hill, CA (2021)
- Deputy City Administrator - City of Issaquah, WA (2019)
- City Manager - City of Hawaiian Gardens, CA (2016)
- Assistant City Manager - City of San José, CA (2014)
- Assistant City Manager/Chief Operating Officer - City of Ventura, CA (2012)
- City Manager - City of Compton, CA (2012)
- City Manager - City of Bellflower, CA (2011)
- City Manager - City of El Segundo, CA (2011)
- City Manager - City of Clovis, CA (2011)
- City Manager - City of Hillsboro, OR (2011)
- City Manager - City of Seal Beach, CA (2011)

# Recruitment Methodology & Approach

We approach every search as a trusted extension of your team. Our goal is to handle the complexity, minimize your workload, and deliver a slate of well-vetted, highly qualified candidates.

- **Deep discovery:** We invest time upfront to understand your organization's culture, values, and strategic priorities.
- **Aggressive outreach:** Beyond traditional advertising, we directly approach passive candidates and leverage our national network.
- **Candidate care:** We prepare candidates thoroughly, helping them put their best foot forward while ensuring their experience with your organization is professional and positive.
- **Hands-on support:** From interview coordination to background checks and negotiations, we stand beside you every step of the way.

## We act as an extension of your organization

Our recruitment approach includes:

| 1 | 2 | 3 | 4 | 5 |
|---|---|---|---|---|
| Strategy Development | Active Recruitment | Candidate Evaluation & Progress Report Meeting | Interviews & Final Reports | Background Checks & Negotiations |

## Strategy Development

We will interview members of the Search Committee and other client contacts to obtain a detailed understanding of the position, key goals and challenges, and organizational culture. Then we will summarize our findings and submit a Recruitment Profile to you for approval. Once approved, the Recruitment Profile will be sent to potential candidates with authorized information about the organization and the position.

## Active Recruitment

Once you have approved the Recruitment Profile, we will actively seek out individuals who meet your expectations.

## Our hands-on approach ensures successful outcomes

We will place advertisements in professional journals and online sites because, even today, ads can be an effective means of attracting quality applicants. However, our experience has proven that extra work is often needed to attract the most competitive candidates — they must be sought out and encouraged to explore new opportunities.

To generate a high level of interest in your organization and the position you want to fill, we will conduct thorough research to identify a strong bench of prospective candidates. Then we will reach out to each of them individually via mail, email, social media, and telephone to promote the job and answer any questions they may have. As the application deadline approaches, we will do a final round of follow-up to our target list of candidates to inspire them to pursue the opportunity.

*As a matter of corporate policy, we do not discriminate against any applicant on the basis of race, religion, creed, age, color, marital status, sex, sexual identity, gender preference, disability, medical condition, veteran status, or national origin.*

# Candidate Evaluation & Progress Report Meeting

We will review, acknowledge, and evaluate all applications received. We will conduct screening interviews with the most promising candidates. We will complete article and social media checks. When we have completed our candidate evaluation, which is typically a week after the resume deadline, we will send you a progress report that includes the leading candidates' application materials. Then we will schedule a meeting with you to walk through the progress report. The purpose here is two-fold: One, you will have the opportunity to review the candidates and select the individuals you would like to interview. Two, we have a chance to learn how your thoughts about the ideal candidate may have evolved during the recruitment process.

# Interviews & Final Reports

- **Candidate Fit and Interview Readiness**

  To support a smooth and effective interview process, we conduct readiness sessions with shortlisted candidates. These sessions help us further assess each candidate's alignment with your agency's priorities, culture, and the ideal qualifications for the role. At the same time, they ensure candidates are professionally prepared to clearly present their experience and fit, enabling your interview panel to make well-informed, side-by-side evaluations. These sessions are not coaching, and we intentionally do not share or discuss your interview questions to preserve the integrity and objectivity of your recruitment process.

- **Preliminary Interview & Final Reports**

  We will schedule the candidates for preliminary interviews with your organization. You will be responsible for identifying and confirming the availability of the interview panelists. When all the candidates' interview times have been confirmed, we will send confidential final reports to the interview panelists so they can familiarize themselves with the candidates' qualifications before the interviews. Interviews can be conducted on-site or virtually. Either way, we will be present on the day of to facilitate the process from start to finish.

- **Final Interviews**

  Follow-up interviews with shortlisted candidates can be scheduled directly by your team, or we're happy to coordinate this step on your behalf upon request.

# Background Checks & Negotiations

- **Background Checks**

  In the interest of providing as complete a picture as possible of your top candidate, Alliance will partner with reputable, reliable outside companies who specialize in completing education verifications and conducting civil, criminal, motor vehicle record, and credit checks. In addition, our in-house team will complete 360-degree (supervisor, peer, and subordinate) reference checks for your top candidate. The findings of these efforts will be presented to you in two separate, confidential reports and no extra charge.

- **Negotiations**

  As a final step in the recruitment process, we will support you as you negotiate with your top candidate. The goal will be to develop an employment agreement that is acceptable to all parties which creates a solid foundation for future success.

# Your Role

As our client, you have a very important role in the recruitment process. While we may identify and recommend qualified candidates, it is you and your organization who must decide which candidate to hire.

## To ensure that we are able to provide you with quality candidates, we ask that you:

- Be clear about the qualifications and characteristics you are seeking in the ideal candidate.
- Advise us about any information you would like to keep confidential (e.g., privileged information).
- Provide feedback on the information and recommendations we make.
- Act swiftly with promising candidates. To ensure that your top candidates are not lost to other organizations, we encourage you to schedule interviews within two to three weeks of the application deadline, follow up with the leading candidates immediately after their interviews, and begin negotiations as soon as you have determined who is your top candidate.
- Share complete and honest information about your organization and the employment opportunity with the leading candidates so they feel confident that joining your organization will be the right career move for them.
- Maintain confidentiality (while respecting relevant state laws about open disclosure) to protect the integrity of the recruitment process and to ensure that none of the candidates' current jobs are put at risk.

By doing your part, you will maximize the likelihood of mutual success.

# Projected Timeline

We are happy to adjust this timeline to align with your needs and priorities.

| | |
|---|---|
| **Week 1** | Meet with key stakeholders to gather insights and background on the role. |
| **Week 2-3** | Develop and obtain approval for the Recruitment Profile. Develop a list of potential candidates to target. Prepare and place advertisements, if desired. |
| **Week 4-7** | Launch active recruitment — identify, engage, and cultivate top candidates for the position. |
| **Week 8-9** | Evaluate resumes and gather supplemental information. Submit progress report and meet to review leading candidates. |
| **Week 10** | Conduct interviews with the most qualified candidates. |
| **Week 11** | Deliver the final report and coordinate the client interview process. |
| **Following Interviews** | Verify degrees and certifications of the top candidate. Check references and conduct criminal litigation, civil litigation, motor vehicle record and, if appropriate for the position, credit checks. Assist with negotiations. |

## Competitive Advantage

Unlike larger firms that may rely heavily on advertising or transactional processes, Alliance offers a boutique, client-centered approach with an emphasis on customization, flexibility, and responsiveness. Our firm's leadership stays directly involved in every engagement, ensuring you receive executive-level attention and expert judgment throughout the process. Our cutting-edge technology, paired with a deep commitment to diversity and client satisfaction, enables us to deliver results that consistently exceed client expectations.

At Alliance Resource Consulting, we offer our clients exclusive access to a secure online portal where they can easily review candidate resumes, cover letters, and supplemental materials in real time. Unlike many firms that rely on email exchanges and static documents, our modern platform streamlines the candidate review process and enhances communication with your hiring team. This added transparency and efficiency is a key advantage of partnering with Alliance — giving you greater control, quicker access to information, and a smoother, more responsive recruitment experience.

# Recruitment Costs

## Transparent, Value-Driven Pricing

**Our fee for this executive search is a fixed amount of $35,000, which includes:**

- Comprehensive search services, from strategy development to final candidate selection
- Up to **three** key meetings (via virtual or in-person): Recruitment Profile development, Progress Report presentation, and first-round interview facilitation
- Full candidate outreach, vetting, and reporting
- Background checks and negotiation support at no additional professional charge

Additional in-person meetings, if requested, are available at $2,000 per meeting. Candidate travel reimbursements, if applicable, are handled directly by the client.

## Billing Schedule

| | | |
|---|---|---|
| 1st Billing | Due after start meeting | $11,666 |
| 2nd Billing | Due after progress report delivery | $11,667 |
| 3rd Billing | Due after interviews are complete | $11,667 |

We are happy to adjust the billing schedule to meet your administrative needs. With Alliance, you benefit from transparent pricing, no hidden fees, and a process designed to deliver **maximum value**.

## Cancellation / Discontinuation Clause

### Flexibility and Client Control

We understand that priorities can shift, and you retain full flexibility to discontinue the search at any point. Should you choose to cancel the assignment, you will only be billed for services performed and expenses incurred up to the date of cancellation:

- Within the first 30 days, one-third of the professional fee is due.
- After 30 days, the remaining fee is prorated based on time elapsed.
- After 90 days, the full professional fee is due.

Additionally, if you hire — within one year — any candidates introduced during our search process for a position other than the original role, a **reduced placement fee of $10,000 per hire** will apply.

Our goal is to provide you flexibility and fairness, while ensuring transparency in our partnership.

## Our Commitment to Your Success

We stand fully behind the quality of our work and the success of the leaders we help you hire. If the selected candidate (recommended by us for hire and excluding internal candidates) leaves for any reason within one year of their start date, Alliance Resource Consulting will conduct a replacement search at **no additional cost**.

Our goal is not just to fill a position — it's to ensure you have the right leader in place for the long term. This commitment reflects our confidence in our process and our dedication to your satisfaction and success.

# Alliance Summary

At Alliance Resource Consulting, we don't just deliver candidates — we deliver peace of mind. Our team is ready to partner with City of Cypress to ensure a seamless, efficient, and highly successful City Manager search. We look forward to bringing you exceptional service, trusted guidance, and a results-driven process that makes your job easier and secures the leadership your community deserves.

# Contact Information

## Alliance Resource Consulting

**Headquarters**
1 Centerpointe Drive, Suite 440
La Palma, CA 90623

Website: www.alliancerc.com
LinkedIn: https://www.linkedin.com/company/alliance-resource-consulting

**Wesley Herman**
Office: (562) 901-0769 x 337
E-mail: wherman@alliancerc.com

**Sherrill Uyeda**
Office: (562) 901-0769 x 331
E-mail: suyeda@alliancerc.com

# References

**City of Anaheim, CA**
Name: Luz Flores
Title: Recruitment/HRIS Manager
Phone #: (714) 765-4572
Email: lflorez@anaheim.net

**City of Pleasant Hill, CA**
Name: Ericka Mitchell
Title: Human Resources & Risk Manager
Phone #: (925) 671-5277
Email: emitchell@pleasanthillca.org

**City of El Segundo, CA**
Name: Rebecca Redyk
Title: Human Resources Director
Phone #: (310) 524-2335
Email: rredyk@elsegundo.org

# Biographies

## Wesley Herman
## Regional Director, West Coast

Wes is an accomplished executive recruiter specializing in local government placements, with extensive experience in law enforcement, public sector management, and private sector leadership. With more than 16 years of leadership in municipal policing in Northern California, he has spearheaded strategic initiatives and personnel selection to bolster public safety and operational excellence. His career includes launching specialized units, fostering public-private partnerships, and leveraging technology to advance policing practices, all while managing high-profile initiatives and diverse teams.

Before transitioning into law enforcement, Wes spent over a decade in the private sector, leading approximately 100 executive, department head, and technical recruitments for local governments on the West Coast. His ability to identify and align talent with organizational needs has helped his clients build strong, effective leadership teams. Wes' deep understanding of public sector challenges and needs, coupled with his extensive network and relationship-building skills, has positioned him as a reliable partner who can navigate complex organizational landscapes and connect clients with exceptional leadership talent.

Wes holds a Master of Science in Law Enforcement and Public Safety Leadership from the University of San Diego and a Bachelor of Science in Economics and Business Administration from Saint Mary's College of California. His forward-thinking approach and dedication to impactful public sector solutions make him a trusted partner in advancing the leadership and effectiveness of local government.

## Sherrill Uyeda
## Founding Partner

Sherrill has over twenty-five years of public sector executive search experience. She began her career in executive search in 1998 and from 1999 to 2004, Sherrill was an executive search consultant with MAXIMUS, a leading government consulting firm which assists state, federal and local governments. In 2004, along with Eric J. Middleton, she founded Alliance Resource Consulting LLC.

Since 2007, Sherrill has been instrumental in expanding the organization's presence in the Silicon Valley, Tampa (FL) and Sacramento (CA). She fosters an environment of frequent communication to both clients and candidates as well as ensuring transparent and ethical recruitments on a timely basis. Her leadership and collaborative skills have led to an impressive hiring and retention rate.

Sherrill's track record of recruiting high-profile government executives across the nation in various industries include: city and county management, transportation, utilities, human resources, library services, building and planning, economic development and pension and retirement systems. Past clients for nationwide recruitments have included the City/County of San Francisco (CA), the County of Los Angeles (CA), Arlington County (VA), Broward County (FL), the City of Atlanta (GA), the City of Alexandria (VA), the City of Boston (MA), the City of Dallas (TX), and the City of San José (CA). Past retirement systems, she has recruited for are: Contra Costa County Employees Retirement Association, Fresno County Employees Retirement Association, Kern County Employees Retirement Association, Marin County Employees Retirement Association, Santa Barbara County Employees Retirement System, and Sonoma County Employees Retirement Association.

Additional areas of expertise include: facilitating community forums and outreach meetings, conducting multi-lingual citizen surveys and compensation and benefits negotiations.

Sherrill graduated from the University of Southern California, with both a Bachelor of Arts degree in Communication Arts and Sciences and a Master of Public Administration degree. She is a member of USC's Town and Gown and the Society for Human Resources Management.

# City Manager
# Recruitment Proposal




## Bob Hall & Associates

Executive Recruitment and Municipal Services

BH
Bob Hall & Associates

August 27, 2025

Dear Honorable Mayor and City Council:

Bob Hall & Associates is pleased to submit this proposal to the City of Cypress for executive recruitment services. Our firm is uniquely positioned to deliver exceptional value due to our deep familiarity with Orange County, and the challenges facing the organization. Having previously conducted numerous recruitments in cities throughout the County, we bring unparalleled insight and an ability to hit the ground running—ensuring a seamless and highly efficient recruitment process.

With decades of experience serving municipal governments, our team consists of seasoned professionals, including former city managers, assistant city managers, HR professionals, public works leaders, engineers, and police chiefs. This breadth of expertise allows us to go beyond standard position profiles, ensuring that we identify the most qualified candidates who align with the City's culture, operational needs, and long-term goals.

At Bob Hall & Associates, we don't just serve as recruiters—we act as an extension of the City's human resources team. We understand that municipal HR departments are often stretched thin, which is why we provide hands-on support throughout the recruitment process. Whether it's advising on best practices, handling critical recruitment tasks, or offering strategic guidance, we are committed to lightening the workload for City staff while delivering top-tier candidates.

Our approach is rooted in responsiveness, accessibility, and a commitment to excellence. We pride ourselves on being available whenever needed—whether for a quick question or a more substantial discussion. Additionally, our local presence within the region gives us a strong understanding of regional workforce trends, community expectations, and the competitive landscape.

We are excited about the opportunity to support the City of Cypress and look forward to furthering our partnership. Please feel free to reach out with any questions, and we welcome the opportunity to discuss how we can best serve your recruitment needs.

Thank you,
Rachel Hall

Rachel Hall

# Executive Summary



We are thrilled to present our proposal to the City of Cypress for the recruitment and identification of a new City Manager. At Bob Hall & Associates, we leverage our extensive network and deep understanding of talent acquisition to deliver an exceptional pool of top candidates. Our approach combines personalized service with a robust recruitment strategy, ensuring that we meet the unique needs of our clients.

At Bob Hall & Associates, we stand out as your premier recruitment partner for several reasons:

**Fully Customized Recruitment Solutions:**
We understand that every organization has unique needs. Our approach is tailored specifically to your goals and culture, ensuring that we identify candidates who are not only qualified but also the perfect fit for your team.



**Unparalleled Communication:**
We believe in keeping you informed at every stage of the recruitment process. Our team is dedicated to providing timely updates, feedback, and insights, fostering transparency and trust throughout our partnership.

**Exceptional Customer Service:**
Your satisfaction is our priority. We pride ourselves on delivering an outstanding customer experience, from our initial consultation to the successful placement of candidates. Our commitment to responsiveness and support means you'll always have a reliable partner by your side.



With hundreds of years of combined experience in municipal government and leadership, the Bob Hall & Associates team is well-equipped to understand and address the diverse needs of your City. Our late founder, Bob Hall, brought invaluable insights from his tenure as City Manager in Fountain Valley, Laguna Niguel, and Stanton. His legacy continues to inspire our recruiting process, emphasizing the importance of finding the right talent to build high-performing teams.

We look forward to the opportunity to partner with the City of Cypress and contribute to your success.

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## Company Background

BH
Bob Hall & Associates



Founded in August 2019, Bob Hall & Associates offers a fresh perspective on the recruitment process. With over 30 years of experience in city government, including extensive recruitment expertise, Bob Hall cultivated a robust network throughout California. Transitioning from City Manager to Recruiter, Bob recognized the need for a more personalized approach that often gets overlooked by larger firms.

Our mission has always been to connect candidates with opportunities that not only align with their skills but also foster their success in achieving project goals. Partnering with Bob from the outset, Rachel Hall continues to uphold his legacy by delivering high-quality recruitment services with a strong emphasis on individualized attention.

Mailing Address: 4336 Guava Court, Las Vegas, NV 89135
Physical Address: 16957 9th Street, Sunset Beach, CA 90742

# Meet Our Recruitment Team



## Kristine Ridge - Executive Recruiter

Kristine has a 34-year distinguished public service career with the last 24 years in multiple high level positions with the Cities of Santa Ana, Anaheim and Laguna Niguel. Over her vast career she demonstrated a talent for creating solutions for complex municipal challenges. Kristine has worn different hats within her career with appointments including City Auditor, Finance Director, Human Resources Director, Deputy City Manager, Assistant City Manager and City Manager. She most recently retired from her position of City Manager for the City of Santa Ana.

Prior to that she held the position of City Manager in Laguna Niguel and Assistant City Manager in the City of Anaheim. She received her Undergraduate Degree in Accounting and began her career in auditing as a CPA for the State of Arizona Auditor General's Office. Later she relocated to California and began what would become a very rewarding career in municipal government while receiving a Masters Degree in Organizational Leadership from Chapman University. Over the years she developed a passion for mentoring others to better serve the public. She was also active in many professional associations and served on a number of boards.

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# Meet Our Recruitment Team



## Sherry Johnson - Executive Recruiter

Sherry spent 25 years in public service working with the City of Westminster starting her career as a staff accountant and ultimately retiring from the City as Interim City Manager in 2021. Following her retirement, Sherry has spent time working in the City of Fountain Valley, Seal Beach, and Westminster serving as interim Finance Director and as a financial consultant.

During her role as interim, she mentored and developed the teams around her and spearheaded the recruiting process to fill the full-time positions with strong candidates. Sherry Johnson has a Bachelor's Degree in Accounting from California State University, Fullerton and is a CPA.

Her experience includes extensive finance management, budgeting, utility services (water, sewer, storm drain, street sweeping & trash) including rate/cost analysis, ten & twenty-year budget & cash flow modeling, 218 compliance, successful ballot revenue measures, purchasing/warehouse operations, and multiple Enterprise Resource (ERP) software system. She also has experience working as an accountant for a restaurant corporation, a technology corporation, and as a consultant for an accounting software company.

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Bob Hall & Associates

# Meet Our Recruitment Team



## Joe Gorton - Executive Recruiter

Joe Gorton is the former City Manager and former Police Chief of the City of San Ramon. Joe also served as the interim City Manager for the City of Winters. Joe has over 35 years of experience in local government. During his tenure, Joe was known for creating strong relationships with the business, schools, community, and faith-based organizations. In 2022, Joe was named employee of the year by the San Ramon Chamber of Commerce resulting from excellent leadership through the Covid 19 global pandemic. Additionally, Joe's broad government experience has proven the to be the perfect acumen necessary to deliver several successful City Manager, Police Chief, Department Head, and other manager recruitments.



## Dr. Marcella Marlowe - Executive Recruiter

Marcella Marlowe has over 25 years of public sector municipal experience, having most recently served as City Manager for the City of San Marino from October 2017 to November 2022. Prior to San Marino, she was the Assistant City Manager for the City of San Gabriel for six-and-a-half years and, before that, Dr. Marlowe served as the Human Resources Manager for the City of Duarte, the only person to ever hold that position there. She started her career with the City of Calabasas as a human resources generalist, and spent two years with the City of Phoenix, AZ, specializing in classification & compensation and benefits administration.

Dr. Marlowe is a devoted Trojan, having received all of her degrees from the University of Southern California: B.A. in Classical Greek Civilization, M.A. in Political Science, and Ph.D. in Political Science. In addition, she holds a senior adjunct professor appointment with the University of La Verne's College of Law and Public Service, having also taught at Cal State Fullerton's Department of Political Science and USC's Sol Price School of Public Policy as an Adjunct Associate Professor. She is the author of Jurisprudential Regimes: The Supreme Court, Civil Rights, and the Life Cycle of Judicial Doctrine, published in 2011.



## Rachel Hall - Owner

Rachel Hall is the co-founder and owner of Bob Hall & Associates, established in 2019 alongside her father, Bob Hall. With a passion for connecting talented individuals with their ideal career opportunities, she has helped build a firm that prioritizes exceptional customer service and personalized recruitment solutions. Rachel's innovative approach and dedication to understanding the unique needs of each organization have been pivotal in the firm's growth and success.

Paying homage to her late father's passion to serve, Rachel is dedicated to empowering organizations to build high-performing teams. Under her leadership, Bob Hall & Associates continues to thrive as a trusted partner for local government agencies seeking top talent.

Rachel has a Master's in Business Administration and Bachelor's Degree in Communications from the University of Arizona. Prior to Bob Hall & Associates, Rachel worked in several capacities in municipal government. Proficient in tools such as Adobe Suite, Microsoft Office, Google Workspace, and NeoGov, Rachel ensures a streamlined and efficient process that meets the unique needs of our clients.

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Bob Hall & Associates

# References

Bob Hall & Associates

**Jarad Hildenbrand**
City Manager of Orange
jhildenbrand@cityoforange.org
(714) 744-2222

**Patrick Harper**
City Council Member of Fountain Valley
patrick.harper@fountainvalley.org
(714) 593-4403

**Jennifer Lampman**
City Administrator of Placentia
jlampman@placentia.org
(714) 993-8229

**Kasama Lee**
Human Resources Manager of Costa Mesa
stephanie.sifuentes@cityofvallejo.net
(949) 707-2610

# Recent Recruitments

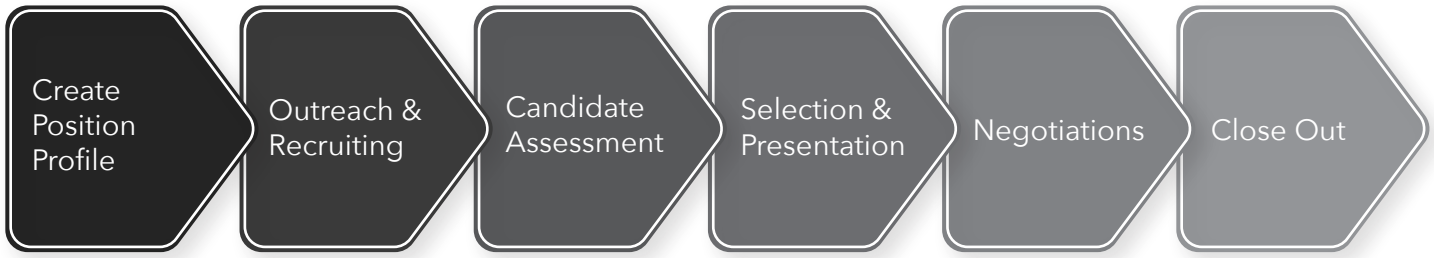
Bob Hall & Associates

**City Manager** – Vacaville
**City Manager** – Vallejo
**City Manager** – Suisun City
**City Manager** – Tracy
**City Manager** – Manteca
**City Manager** – Laguna Hills
**City Manager** – Laguna Niguel
**City Manager** – Fountain Valley
**City Manager** – Stanton
**City Manager** – San Bernardino
**City Manager** – San Clemente
**Assistant City Manager** – Vallejo
**Fire Chief** – Morro Bay
**Parks & Recreation Director** – Placentia
**Parks & Recreation Director** – Costa Mesa
**Human Resources Director** - Marina
**Public Works Director** – Seal Beach
**Public Works Director** – San Clemente
**Director of Finance** – Fountain Valley
**Director of Finance** – Seal Beach
**Director of Finance** – Placentia
**Director of Finance** – Stanton
**Director of Community Development** – Stanton

## Proposed Services Description

Below is our proposed recruiting process, schedule, and cost breakdown for your review. Throughout the recruitment process, we will need specific assistance from the City, including:

- A draft job description (we will collaborate with the City to refine the language)
- Any relevant legal descriptions or City guidelines
- The City logo and high-resolution photographs
- Timely feedback on the brochure and other marketing materials
- Coordination of logistics between City staff and our team
- The City's support in these areas will help ensure a smooth and effective recruitment process.




STEP 1

### Create Position Profile

The Bob Hall & Associates team will collaborate closely with the City to define the search strategy, establish communication preferences, and outline the project timeline. During this initial meeting, we will work together to identify the key characteristics of the ideal candidate.

Prioritizing communication and customer service, our team is committed to keeping the City informed throughout the recruitment process. We will ensure regular updates and insights, fostering a transparent and collaborative partnership. This meeting will also allow us to refine the search criteria, enabling our team to focus on candidates who align with the specific goals and values of your organization.

STEP 2

## Outreach and Recruiting

Our outreach strategy starts with crafting a compelling job announcement and brochure designed to attract attention across various platforms, including Public CEO, GovernmentJobs.com, ICMA, Cal-ICMA, League of Women in Government, and Western City Magazine. We will also leverage position-specific job boards tailored to the role.

A key component of our approach is our proactive engagement with passive candidates. By harnessing the power of social media platforms like LinkedIn, we can instantly connect with thousands of top-tier candidates. Our presence on these platforms allows us to engage with a broad, nation-wide talent pool, enabling us to identify and reach the most qualified individuals quickly and efficiently. This direct outreach, combined with our extensive networking within the sector, enables us to tap into a broader talent pool and identify individuals who can bring exceptional value to your organization.

Our active recruiting style has proved to increase the number of applications and resumes from potential candidates leading to a deeper evaluation of each individual.

STEP 3

## Candidate Assessment

Screening - Every application is promptly acknowledged and thoroughly reviewed. Candidates who best align with the organization's criteria will undergo a more in-depth evaluation. This assessment will focus on key factors such as professional experience and the size and complexity of their current organization in relation to the advertised position.

Initial Research and Interviews - Research will be conducted on top candidates through comprehensive internet searches and public profile reviews to ensure that their values, experiences, and backgrounds align with the criteria established by the organization. After this initial research phase, we will conduct preliminary interviews via phone, video conferencing, or in-person, depending on the candidates' locations.

STEP 4

## Selection and Presentation of Top Candidates

Bob Hall & Associates will manage the selected finalist candidates. Top candidates will be presented to the City for consideration to determine which candidates will be interviewed. The City will be provided with detailed description of work history and other important information about each candidate prior to selection and scheduling of interviews.

STEP 5

## Negotiations

The Bob Hall & Associates team is fully prepared to assist the City in negotiating the compensation package for the selected candidate. Additionally included in the project cost, we will conduct comprehensive background and reference checks for the top candidates to ensure a thorough evaluation and selection process.

STEP 6

## Close Out

Once the organization has successfully selected a candidate, we will formally close out the search. This process includes notifying all finalist candidates of the search outcome via telephone.

## Commitment to Diversity

Bob Hall & Associates is a woman-owned business, committed to promoting diversity and inclusion in the recruitment industry. Our leadership reflects a strong belief in the value of varied perspectives and experiences. We strive to empower and create opportunities that drive innovation and excellence. As a woman-owned firm, we are dedicated to fostering an inclusive environment that supports both our clients and the communities we serve. We are dedicated to fostering a diverse and inclusive workforce that reflects the communities we serve. We recognize that diversity in experience, background, and perspective enhances innovation and leads to better decision-making.

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## Projected Timeline

Our typical search is designed to be completed within a 90 to 120-day timeframe from start to finish. Following the final selection, we allow up to two weeks for negotiations. We propose a schedule that includes four to five weeks of active recruitment, reflecting our suggested minimum timeline to ensure thoroughness and quality.

What sets Bob Hall & Associates apart is our unparalleled willingness to customize this process. Whether the City prefers a longer timeline or a more accelerated approach, our recruiters are committed to going the extra mile to meet your specific needs. An exact schedule will be provided once we receive a confirmed start date from the City, ensuring alignment with your priorities.




- Week 1: Bob Hall & Associates Selected as Search Firm
- Week 2: Bob Hall & Associates meets with the City to establish postition criteria
- Week 3 & 4: Active Recruiting and Screening




- Week 1 & 2: Active Recruiting and Screening Continued
- Week 3 & 4: Consultant Interviews, Preliminary Reference Checks, Finalists Selected and Submitted to City




- Week 1: Candidate-City Interviews
- Week 2: Candidate Selected and Negotiations
- Week 3: Selection Made

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# Project Costs

Bob Hall & Associates

| RECRUITMENT FEE | |
|---|---|
| *Includes:*<br>*Unlimited Visits to the City*<br>*Creation of Community/Staff Surveys*<br>*Creation & Distribution of Job Flyer*<br>*Administrative Support*<br>*Comprehensive Background & Reference Checks plus Public Records Search* | $27,500 |

| REIMBURSEMENTS | |
|---|---|
| Advertising & Printing | Up to $2,500 |

| OPTIONAL SERVICES | |
|---|---|
| *POST-Level Background Check* | $1,300 |
| *Roles & Goals Workshop* | $2,500 |
| *6-month/1-year Evaluation* | $2,500 each |

| PAYMENT SCHEDULE | |
|---|---|
| *Upon Execution of Agreement* | 35% of fee |
| *Following Presentation of Candidates* | 35% of fee |
| *Upon Acceptance of Offer* | 30% of fee plus reimbursements |

# Our Company Guarantee

The Bob Hall & Associates team guarantees industry-standard services. If within one year following appointment, selected candidate resigns or is terminated for cause, our team will conduct another search free of professional services charges. However, the organization will be expected to pay for incurred costs.

BOB MURRAY
& ASSOCIATES
*Experts In Executive Search*

# A Proposal to Conduct an Executive Recruitment

for the Position of

## CITY MANAGER

on behalf of the

1544 Eureka Road, Suite 180
Roseville, CA 95661
(916) 784-9080
(916) 784-1985 fax

August 28, 2025

Mayor David Burke
& Members of City Council
City of Cypress
5275 Orange Avenue
Cypress, CA 90630

Submitted via email to: rnguyen@cypressca.org

Dear Mayor Burke & Members of City Council:

Bob Murray & Associates is pleased to submit a proposal to conduct the City Manager recruitment for the City of Cypress. The following details our unique qualifications and describes our systematic–yet flexible–method of identifying, recruiting, and screening outstanding candidates on your behalf. Bob Murray & Associates is proud to offer straightforward, *all-in pricing*, eliminating surprises and making the experience simple and stress-free. This proposal includes information on our proven process, a timeline, and a guarantee.

As the premier public sector executive search firm specializing in positions that report directly to elected boards/councils, we understand the unique dynamics, high expectations, and political acumen required of leaders in these critical roles. We don't just fill positions–we ensure the candidates we present to City of Cypress are well-aligned with your organization's goals, values, and culture. Our team is composed of experienced executive recruiters and former public-sector executives–professionals who are passionate about public service and attuned to current trends in government leadership. With over 34 years of experience and a network of more than 40,000 professionals and organizations, we've built a strong reputation for delivering exceptional candidates and achieving repeat success with our clients.

Bob Murray & Associates recognizes that we work at the pleasure of the City Council and our job is to facilitate the Council in finding the City's next City Manager. Our best practice is to establish a strong partnership with the Council, to ensure the placement of a City Manager who is ideally suited to its needs. In developing this collaborative approach, we will seek the opportunity to meet with the council members individually to discuss their expectations for the City's new City Manager. The feedback received from the council members will be essential in providing guidance when recruiting and screening candidates for the position.

Current and recent recruitments we have completed similar in scope to your upcoming search include the following:

2025
Eugene, OR (City Manager) – *current*
Apple Valley, CA (Town Manager) – *current*
Hanford, CA (City Manager) – *current*
Davis, CA (City Manager)
Live Oak, CA (City Manager)
Oakdale, CA (City Manager)
Fowler, CA (City Manager)
Louisville, CO (City Manager)

2024
Vernon, CA (City Administrator)
Folsom, CA (City Manager)
Murrieta, CA (City Manager)
Aliso Viejo, CA (City Manager)
Manhattan Beach, CA (City Manager)
Emeryville, CA (City Manager)
Reno, NV (City Manager)
Clovis, CA (City Manager)
Vancouver, WA (City Manager)
Orinda, CA (City Manager)
Pinole, CA (City Manager)
Novato, CA (City Manager)
Saratoga, CA (City Manager)
Sparks, NV (City Manager)
Salinas, CA (City Manager)
Pacific Grove, CA (City Manager)

2023
Auburn, CA (City Manager)
Desert Hot Springs, CA (City Manager)
Downey, CA (City Manager)
Merced, CA (City Manager)
Moraga, CA (Town Manager)
Pacific Grove, CA (Interim City Manager)
Piedmont, CA (City Administrator)
Rio Vista, CA (City Manager)
San Bruno, CA (City Manager)
San Marino, CA (City Manager)
San Rafael, CA (City Manager)
San Ramon, CA (City Manager)
Santa Clara, CA (City Manager)
South Gate, CA (City Manager)
Ventura, CA (City Manager)
Winters, CA (City Manager)
Yountville, CA (Town Manager)

We work as a team on every search at Bob Murray & Associates. Your Project Lead would be Yasmin Beers, Stacey Stevenson, Valerie Phillips or Gary Phillips, who would not only direct and supervise the project team from beginning to end but also serve as the Recruiter for the project as well.

To learn first-hand about the quality of our services and why the majority of our engagements come from repeat and referred clients, we invite you to contact the references listed on page 15 of the attached proposal.

We look forward to your favorable consideration of our qualifications. Please do not hesitate to contact us at (916) 784-9080 with any questions.

Sincerely,



Valerie Gaeta Phillips
President, Bob Murray & Associates

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# THE RECRUITMENT PROCESS

Bob Murray & Associates' recruiters are specialists in finding positive placements and providing security and fairness to candidates and clients while ensuring the integrity of the search process. Outlined below are the steps in our proven recruitment process, refined through our 34+ years of experience in executive recruiting.

## STEP 1 DEVELOP THE CANDIDATE PROFILE

Our understanding of the City of Cypress's needs will be key to a successful search. Yasmin Beers, Stacey Stevenson, Valerie Phillips or Gary Phillips will meet virtually with the City Council and key stakeholders to learn as much as possible about the ideal candidate for the City Manager position. Key stakeholders often include:

- Council/Board Members – up to five virtual one-on-one meetings with the Recruiter
- Internal Stakeholders (e.g. Department Heads) – up to two virtual group meetings with the Recruiter
- External Stakeholders (e.g. Chamber of Commerce, Community Groups) – up to three virtual one-on-one or group meetings with the Recruiter

### *Internal and External Stakeholders*

We find that many of our clients value a recruitment process that opens the opportunity for employees, community members, business leaders, and organization representatives to provide input regarding the ideal candidate. Our recruiters are skilled in virtually facilitating group staff meetings, forums for the business community, and/or town hall meetings that provide for equitable involvement from a variety of constituencies.

If the City of Cypress desires, we will work with the City Council to create a customized virtual community and/or staff input process. *Please note: Virtual facilitation of stakeholder meetings is included in the professional fee. On-site Recruiter facilitation is available for an additional fee – please refer to "Costs and Guarantee" on page 7 for pricing information.*

### *Online Stakeholder Surveys*

Sometimes clients are seeking input from a wider range of stakeholders—such as community members, business leaders, and organization representatives—online surveys are ideal to solicit input regarding qualities of the ideal candidate. Our experienced recruiters excel at crafting targeted, thoughtful, open-ended questions and can design a customized survey, providing a link for easy sharing on your website. After closing, your dedicated Recruitment Coordinator will send you the survey

response data for your review and analysis. This proposal includes one Online Survey. Additional Online Surveys are available under Optional Services (please refer to page 7).

We want to become familiar with the values and culture of the organization, as well as to understand the current and future issues, challenges, and opportunities in the City of Cypress.

Your Recruiter will review and help define the City's wish-list regarding the ideal candidate's personality, management style, knowledge, skills, and abilities and will work with the City to identify expectations regarding education and experience. The City Council and your Recruiter will discuss compensation, benefits, and other key information necessary to ensure that outstanding candidates are attracted to this opportunity. The profile we develop together at this stage will drive subsequent recruitment efforts.

### Step 2 Design/Distribute Brochure and Advertisements

Your Recruiter and your dedicated Recruitment Coordinator will use the candidate profile developed with the City of Cypress to create a professional recruitment brochure, with the assistance of our professional graphic designer. The four-page, full-color brochure will describe the community, organization, position, ideal candidate, and compensation and will include pictures provided by the City of Cypress that you feel best represent your organization and your community.

Upon your approval, your Recruiter will send the brochure by email (and postal mail if desired) to a targeted audience, personally inviting potential candidates to apply for the City Manager position. We will also place the recruitment brochure on our website, which attracts over 11,000 unique hits weekly and is a trusted resource for candidates seeking executive and professional positions. Two sample brochures are included in this proposal package for your reference.

Your Recruiter will also design an effective advertising campaign appropriate for the City Manager recruitment. Our broadest outreach comes through our active social media involvement on LinkedIn as well as our monthly newsletter where upcoming and current positions are featured. Sources such as *Western City Magazine,* PublicCEO, and the Careers in Government website will be used to reach an extensive local government audience, while position-specific postings will be chosen to attract candidates who have built their careers in and are committed to the City Manager field.

Suggested City Manager-specific advertising sources for the City of Cypress's search include:

- California City Management Foundation

- International City County Management Association
- National League of Cities
- California City News

Bob Murray & Associates does not typically place ads with job aggregators or general job posting sites such as CareerBuilder, Monster, or Indeed, as we have found that the broad reach of these sites does not necessarily lead to quality candidates for executive and professional positions.

*Reaching Diverse Candidates*

Bob Murray & Associates, a woman- and minority-owned business, is proud of its commitment to attracting and placing diverse candidates. Nearly 50% of our last 100 placements were women; Hispanic placements 25%; African American placements 13%; Asian placements 21%; and Native American placements at 1%. Not only do we place advertisements with websites designed to attract minority and female candidates, but our President, Valerie Phillips, is a member herself of many diversity-focused organizations including the Local Government Hispanic Network, the League of Women in Government, the Professional Women's Network, Mexican Professionals, and Women Leading Government. She networks frequently with fellow members to gain insight into which potential candidates are leaders in their field.

Your Recruiter will seek to reach candidates in communities and organizations with demographic profiles and populations served like that of the City of Cypress, to maximize the potential for individuals from a wide variety of backgrounds, cultures, and life experiences to be considered for the City Manager position.

## Step 3 Recruit Candidates

The strongest candidates are often those who are successful and content in their current positions and need to be sold on a new opportunity. Our extensive network of contacts, developed through over 2,100 successful placements, is a primary source for identifying and obtaining referrals for these candidates. Our in-house database of 40,000 current and former executive and professional candidates is a valuable resource that can only be built over time—time that we have invested into perfecting our process for finding the right candidates for our clients. Our aggressive outreach efforts are focused on phone calls to personally invite potential applicants, answer questions, and allay any reservations, and these efforts are essential to the success of the City Manager recruitment.

## Step 4 Screen Candidates

Following the closing date for the recruitment, your Recruiter will screen all resumes we have received, using the criteria established in the candidate profile as a basis upon

which to narrow the field of candidates. Internal candidates receive sensitive consideration, and your Recruiter will discuss with the City Council how the City of Cypress wishes to proceed with these candidates.

### Step 5 Conduct Preliminary Interviews

Your Recruiter will personally interview the top 10 to 15 candidates from the resume screening, with the goal of determining which candidates have the greatest potential to succeed in your organization. To reduce travel-related expenses to our clients and increase efficiency in the search process, these interviews are typically conducted via Zoom, Teams, or other convenient videoconferencing applications.

### Step 6 Search Public Records

Under the direction of your Recruiter, your dedicated Recruitment Coordinator will conduct a review of published print and online articles for each recommended candidate. Sources include Lexis-Nexis™, Google, social media, and our contacts in the field. This will alert your Recruiter to any further detailed inquiries we may need to make before our recommendations are finalized.

### Step 7 Make Recommendations

Based on our findings during the preliminary interview process, your Recruiter will meet with the City Council virtually or on site to share the complete applicant list and recommend a limited number of candidates for your further consideration. Your Recruiter will make specific recommendations and will help facilitate discussions regarding the candidate pool, but the final determination of interviewees will be up to you.

We typically recommend 6-8 candidates that we feel best match your expectations and prepare a detailed report on each candidate. This virtual "Recommended Finalist" eBook is provided to each member of the decision-making body and includes:

- Candidate list with Recommended Finalists identified in *Group 1* and *Group 2* (primary and secondary recommendations), as well as *Internal* candidates
- Summary of experience and education for each Recommended Finalist candidate
- Complete cover letter and resume for each Recommended Finalist candidate
- List of *Other Applicants* (those who did not meet minimum qualifications or were otherwise unsuitable, based on our screening process)

Bob Murray & Associates maintains all search records for a period of seven (7) years following each recruitment, and we are happy to forward cover letters and resumes for

each applicant by postal mail or email as soon as the recruitment closes to new applications.

### Step 8 Facilitate Panel Interviews

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will work with the City of Cypress to craft and implement an interview approach that fits your needs. This may include panel and/or individual interviews by the City Council; key stakeholders, community/employee interview panels; writing and presentation samples; meet-and-greets; or other specialized process elements your Recruiter helps the City of Cypress to design.

Your Recruiter will be present on-site during the panel interviews to facilitate as necessary during the process and to guide discussion to consensus regarding final candidates. Bound interview books will be provided for each interview panel member containing:

- Recruitment brochure with candidate profile
- Interview schedule
- Suggested interview questions
- Experience summary, cover letter, resume, and rating form for each candidate
- Ranking forms for use during the panel interview process

We will work closely with your staff to coordinate and schedule interviews. Our goal is to ensure that each candidate has a positive experience, as the way the entire process is conducted will influence the final candidates' perception of your organization.

### Step 9 Conduct Background and Reference Checks

Your Recruiter and your Recruitment Coordinator will conduct detailed reference checks for up to two (2) final candidates. To gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. In addition to gaining a 360-degree view of candidates from the perspective of their supervisors, subordinates and peers for the past several years, we will make a point of speaking confidentially to individuals who may have further insight into a candidate's abilities but who may not be on their preferred list of contacts.

Your Recruitment Coordinator will work with the two (2) final candidates and our professional backgrounding firm, HireRight, to conduct credit, civil litigation, and motor vehicle record checks and verify candidates' degrees.

### STEP 10 ASSIST IN NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. Your Recruiter knows what other organizations have done to put deals together with great candidates and what the current market is like for City Manager positions in organizations like the City of Cypress's. <He/She> will be available to advise you regarding current approaches to difficult issues, such as housing and relocation. We will represent your interests and advise the chosen candidate and you regarding salary, benefits, and employment agreements, with the goal of putting together a deal that results in the appointment of your chosen candidate. With our proven experience and vested interest in a positive outcome, we can turn a very difficult aspect of the recruitment into one that is straightforward and agreeable for all parties involved.

## COMPLETE ADMINISTRATIVE ASSISTANCE

We receive many unsolicited testimonials each year from clients and candidates alike noting our prompt, considerate, accurate, and professional service during the search process. Throughout the recruitment, in time intervals that suit the City of Cypress, we will provide you with updates on the status of the search and attend to all administrative details on your behalf.

Candidates receive immediate acknowledgement of their applications, as well as personal phone calls and/or emails (as appropriate) advising them of their status at each critical point in the recruitment. Candidates who receive preliminary or final interviews and are not chosen to move forward in the interview process will receive personal calls from your Recruiter on behalf of the City of Cypress.

It is our internal company standard that all inquiries from clients and candidates receive a response within the same business day whenever possible, and certainly within 24 hours if the inquiry is received during the work week. Your Recruiter will be available to the City of Cypress by office phone, cell phone, and email at any time to ensure a smooth and stress-free recruitment process.

# COSTS AND GUARANTEE

## PROFESSIONAL FEE AND EXPENSES

The **all-inclusive professional services fee** for conducting the City Manager recruitment on behalf of the City of Cypress is **$35,000**. Services provided for in this fee consist of all steps outlined in this proposal, including design and distribution of the recruitment brochure, advertising, marketing and promotion, administrative support, public records research, comprehensive background reporting on the final candidates, postage, technology, and two days of on-site meetings. This proposal is valid for 60 days from the date of the proposal.

*Optional Services are listed below and are in addition to the professional services fee. Expense reimbursement for **Consultant travel** related to additional on-site meeting days is billed at the actual rate (airfare/mileage, lodging) and is the responsibility of the City of Cypress.*

The professional fee does not limit the amount of time invested by Bob Murray & Associates in promoting a successful outcome for this project. In fact, our mission for this project is to ensure we assist in identifying the right candidate for the City of Cypress. Therefore, your Recruiter will contact the City at the first anniversary of the placement to confirm an effective transition has occurred.

## *Optional Services*

- **Additional virtual stakeholder meetings**: $250/meeting
- **Additional on-site meeting days**: $1,500/day/Consultant, plus travel expenses
- **Online Surveys**: $500/each (includes preparing recommended questions, preparing and sharing the survey link, closing the survey, and sending the survey response data for your review and analysis
- **Additional background checks**: $300/candidate
- **Additional reference checks**: $500/candidate
- **Additional hires**: $9,000/candidate

## GUARANTEE

In the event a candidate recommended by our firm resigns or is terminated within the first 12 months of employment, Bob Murray & Associates will provide the City of Cypress with professional services to secure a replacement. Services will be provided at no cost, aside from the following *reimbursable* expenses incurred on the City of Cypress's behalf during the new search:

- Brochure design and distribution ($695 reprint only, $1,275 edit/reflow/reprint)(*if needed*)
- Advertising actual costs (estimated at $2,975)
- Public records search for all new candidates ($500)
- Background Checks ($300/candidate)
- Reference Checks ($500/candidate)
- Consultant travel reimbursement (if travel is needed)
- *Plus any applicable Optional Services, if desired*

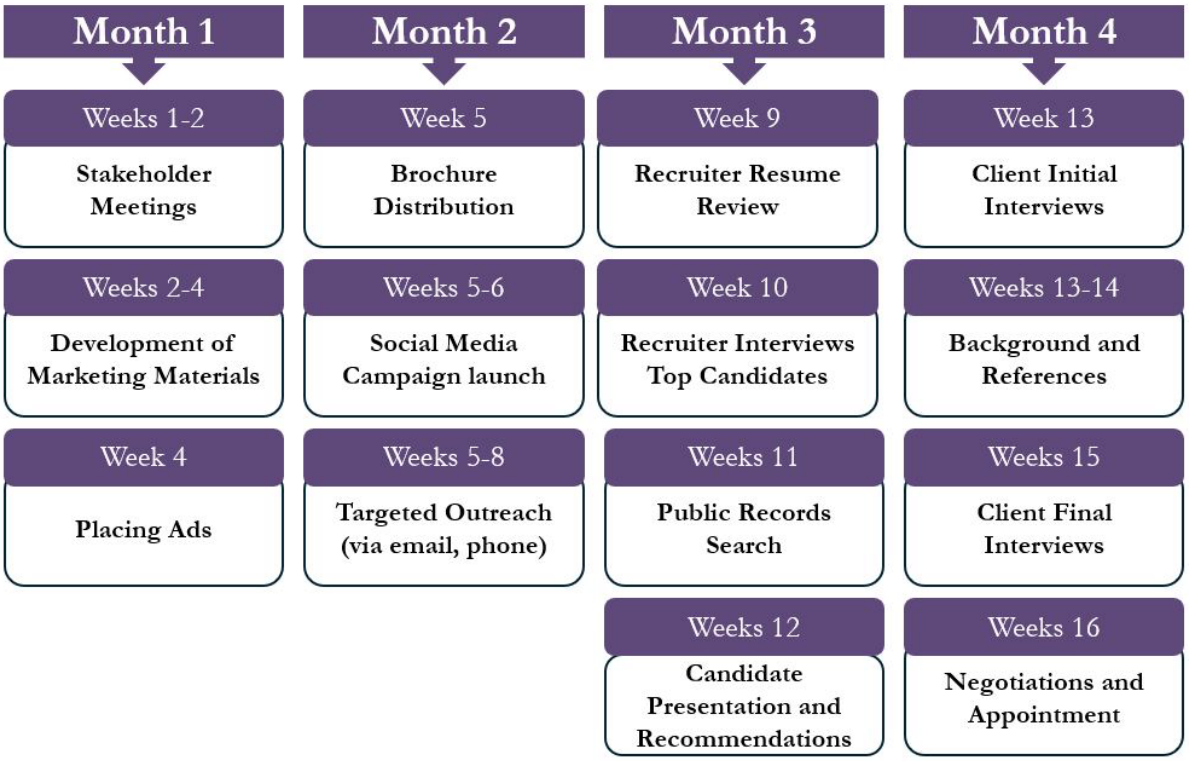
In the event that a placement is not made from the initial recruitment, Bob Murray & Associates will provide professional services to conduct one additional recruitment. Services will be provided at no cost. However, the City of Cypress will be responsible for the *reimbursable* expenses as noted above.

We are confident in our ability to recruit outstanding candidates and do not expect the City to find it necessary to exercise this provision of our proposal.

## RECRUITMENT SCHEDULE

We are prepared to start work on this assignment upon receipt of a signed professional services agreement or other written, authorized notification. A full search can be completed in 13-16 weeks from the date of initial meetings with our client.

The final recruitment schedule will be determined in collaboration with City of Cypress. A typical timeline of tasks and events is included here for reference.



# FIRM PROFILE

## *OUR STAFF*

Bob Murray & Associates is a small firm focusing exclusively on executive search services. We have a team of seventeen (17):

- Bob Murray, *Founder*
- Valerie Gaeta Phillips, *President*
- Gary Phillips, *Executive Vice President*
- Joel Bryden, *Vice President*
- Yasmin Beers, *Senior Executive Recruiter*
- Adele Fresé, *Senior Executive Recruiter*
- Stacy Stevenson, *Senior Executive Recruiter*
- Jon Lewis, *Executive Recruiter*
- Stephanie Dietz, *Executive Recruiter*
- Melanie Richardson, *Executive Recruiter*
- Jeff Mori, *Executive Recruiter*
- Michael Ishii, *Executive Recruiter*
- Ian Schmutzler, *Executive Recruiter*
- Alexandria Kopack, *Recruitment and Operations Manager*
- Kathy Lolas, *Senior Recruitment Coordinator*
- Grace Marshall, *Senior Recruitment Coordinator*
- Steph Souza, *Recruitment Coordinator*

Please see your lead recruiter's biography below:

### VALERIE GAETA PHILLIPS, PRESIDENT AND RECRUITER



Ms. Gaeta Phillips has over 18 years of recruiting experience, including more than a decade of recent experience in executive search for public, private, and startup companies nationwide. Since joining Bob Murray & Associates, Valerie has completed over 160 searches in a diverse range of fields, including city and general management, planning, finance, human resources, transportation, communication and public relations, community and economic development, information technology, parks and recreation, and operations. She has recruited at all levels of municipal and non-profit organizations, from technicians and engineers to Executive Directors and Chief Executive Officers.

Valerie is valued for her passion for finding and retaining the most outstanding candidates for even the most difficult or untraditional assignments and for her commitment to her clients' success; she is also active in a variety of industry organizations and in diversity-focused associations. Valerie is called upon often to serve

as an expert speaker on topics such as managing one's online reputation, diversity issues in municipal and non-profit leadership, and how to identify a positive placement for the organizational culture.

Ms. Gaeta Phillips, along with Executive Vice President Gary Phillips, has a passion for helping people, evidenced by fundraising, sponsorship, and involvement in raising awareness for organizations such as Autism Speaks, the UC Davis M.I.N.D. Institute, and the Northern California Special Olympics.

### Gary Phillips, Executive Vice President and Recruiter



Since joining Bob Murray & Associates, Mr. Phillips has completed over 125 searches for executives and professionals in a wide variety of fields including animal services, city and general management, planning, legal counsel, cyber security, and human resources. Gary's clients have ranged from municipal government to non-profit and private sector organizations, and he has sourced outstanding candidates for positions from the level of division managers up to City Managers, Executive Directors, and General Managers.

Gary started his career with a New York-based Fortune 100 company and quickly became a Senior Manager, building and running a large customer service organization that eventually expanded to 13 countries in Europe. He proceeded to hold senior leadership positions in several Fortune 500 companies, with noted successes such as building an organization from two to 250 employees worldwide and growing a company from 800 to 1200 employees.

As part of an executive acquisition and recruiting team, Gary helped build a start-up enterprise software company in San Francisco, recruiting top-notch talent and building a world-class organization. He has maintained customer relationships in the public sector and the private sector, including medical and financial institutions. He prides himself on finding key talent and offering the best customer service to his clients.

Mr. Phillips, along with Ms. Gaeta-Phillips, is involved in his community as a soccer coach, as an organizer of fundraisers for Autism Speaks and the UC Davis M.I.N.D. Institute, and as a sponsor of the Northern California Special Olympics. Mr. Phillips received his Associate of Science degree and completed additional coursework at Rochester Institute of Technology, NY.

## YASMIN BEERS, SENIOR EXECUTIVE RECRUITER



Yasmin Beers brings over 33 years of municipal government experience to Bob Murray and Associates. Yasmin retired as the City Manager for Glendale with a population of over 200,000. She served as Chief Executive Officer overseeing close to 2,000 employees serving in Police, Fire, Public Works, Parks, Community Development, Library Arts & Culture, Innovation Performance & Audit, and Water & Power to name a few.

Yasmin's three decades of experience in public service brings extensive background in public sector finance, human resources management, contract negotiations, strategic planning & organizational leadership, policy development, emergency response & planning, team building and performance improvement. Throughout her career, Yasmin has had a great deal of experience in recruiting, selecting and hiring employees for executive and management level positions with a focus on the organizational needs and culture.

Yasmin currently serves on the Glendale Memorial Hospital Community Board of Directors and the Advisory Board for Village Christian School. Yasmin is a past member of Soroptimist International of Glendale where she served as President in 1999/2000. She is a past board member of Glendale Healthy Kids, Salvation Army and the American Red Cross. In 2011 the Glendale Chamber of Commerce recognized Yasmin as Woman of the Year; in 2013 she was the recipient of The Armenian American Woman of Excellence Award; in 2014 Yasmin was recognized by the Glendale Educational Foundation for her distinguished service and philanthropic efforts; in 2015, YWCA awarded Yasmin with the Heart & Excellence Award; in 2017, she was recognized by Business Life Magazine as a Women Achiever; and in 2018 the California State Senate recognized Yasmin as one of the Woman of the Year, each a tribute to her core values that represent her civic responsibilities, volunteerism and community service.

Yasmin has a Bachelor of Arts degree in Political Science from California State University, Northridge and a Master's degree in Organizational Leadership from Woodbury University.

## STACEY STEVENSON, SENIOR EXECUTIVE RECRUITER



In Ms. Stevenson's 32 years of service in municipal government, she worked for the California cities of San Diego, National City, and Murrieta. Ms. Stevenson began her professional career in City of San Diego as a Personnel Analyst and went on to work in the Personnel, Metropolitan Wastewater, Engineering, and Contracting departments; as well as the City Manager's office, progressing from Analyst to Deputy Director. She also assumed special projects such as the

creation and opening of the City's neighborhood service centers and Liaison to the City Council.

From San Diego she joined the City of National City where she served as the Director of Human Resources, the Director of Administrative Services, and Deputy City Manager. She oversaw Community Services, Finance, Human Resources, and Information Technology; and managed special projects such as the balloting and passage of the City's local sales tax and the implementation of a new payroll module.

In the City of Murrieta, Ms. Stevenson served as Administrative Services Director and Deputy City Manager, again overseeing Community Services, Finance, Human Resources, and Information Technology, and managing special projects. Ms. Stevenson has also served as a commissioner on both the Child Care and Civil Service Commissions for the City of Chula Vista.

Ms. Stevenson holds a Bachelor's degree in Industrial Organizational Psychology as well as a Master of Business Administration degree with an emphasis in Human Resource Management.

## *Corporation*

Bob Murray & Associates was founded in May 2000 and operated under the corporation name MBN Services, Inc. until June 2014; our new corporation name is GVP Ventures, Inc., incorporated in California in 2014. Contact information for the corporation and the firm is as follows:

GVP Ventures, Inc. OR Bob Murray & Associates
1544 Eureka Road, Ste. 180
Roseville, CA 95661
(916) 784-9080
apply@bobmurrayassoc.com

Our corporation and firm are financially sound (and have been so since 2000), with documentation from our accountant available to your organization prior to final execution of a professional service agreement. We have never been involved in any litigation, aside from our personnel serving as expert witnesses when called to do so.

## *Professional Associations*

Our firm, represented by either our President or our Executive Vice President, are involved in the following organizations to remain engaged with current and future issues relevant to the work we conduct on behalf of clients like City of Cypress:

- California Special Districts Association
- California City Management Foundation (CCMF)
- Engaging Local Government Leaders (ELGL)
- International City/County Management Association (ICMA)
- International Network of Asian Public Administrators (I-NAPA)
- League of California Cities
- League of Women in Government
- Municipal Management Association of Northern California (MMANC)
- Municipal Management Association of Southern California (MMASC)
- National Forum for Black Public Administrators (NFBPA)

Members of our leadership team not only attend events sponsored by these associations but are also frequently called upon to serve as panel members and to provide specialized lectures regarding industry-specific issues. Recent and upcoming speaking engagements and trainings provided by our staff include:

- "Role of the Chief" class, annually presented by Jon Lewis on behalf of the California Police Chiefs Association;
- MMANC and MMASC annual mock interviews;
- Annual League of California Cities Booth; and
- Annual League of California Cities City Manager's Conference (City Manager hosted event).

## REFERENCES

Clients and candidates are the best testament to our ability to conduct quality searches. Clients for whom Bob Murray & Associates has recently conducted similar searches are listed below:

| | |
|---|---|
| *CLIENT:* | City of Aliso Viejo, CA |
| *POSITION:* | City Manager |
| *REFERENCE:* | Mayor Tiffany Ackley<br>(949) 425-2510 |
| *CLIENT:* | City of Santa Fe Springs, CA |
| *POSITION:* | Assistant City Manager |
| *REFERENCE:* | Mr. Rene Bobadilla, City Manager<br>(562) 868-0511 ext. 7510 |
| *CLIENT:* | City of Manhattan Beach, CA |
| *POSITION:* | City Manager |
| *REFERENCE:* | Ms. Lisa Jenkins, Human Resources Director<br>(310) 802-5252 |

*We appreciate the City of Cypress's consideration of our proposal and look forward to working with you.*

BOB MURRAY & ASSOCIATES
EXPERTS IN EXECUTIVE SEARCH

September 3, 2025

The Honorable Mayor David Burke,
Mayor Pro Tem Leo Medrano
Council Members, Kyle Chang, Scott Minikus, and Bonnie Peat
City of Cypress
5275 Orange Ave.
Cypress, CA 90630

Confidential Sent Via PDF/Email To Regina Nguyen, Human Resources Administrator:
RNguyen@cypressca.org

Dear Mayor Burke and Honorable Members of the City Council,

Thank you for considering Peckham & McKenney for the City of Cypress, City Manager recruitment. I would be honored to represent the City Council in this important search.

As a boutique firm that specializes in recruitments for small and medium size communities in California, Peckham & McKenney is known for achieving successful and long-term placements. Among *many* strong attributes, these are four key reasons City choose us:

- We actively and personally search for and find candidates.
- We limit the number of concurrent searches in order to directly focus on serving our client.
- We prioritize communicating with our client and applicants to keep everyone informed.
- Your recruiter is personally and directly responsible for all aspects of the search and your one point of contact.

Our Peckham & McKenney team is comprised of retired municipal managers and directors who are passionate about the public sector. I am proud to be on the Peckham & McKenney team because the firm's values and priorities align with mine – to assist public agencies in furtherance of good government; to place quality above quantity; and to build long lasting relationships with those in the public service.

For this important position and search, I will serve as your Recruiter. As a former City Manager, I am very familiar with the responsibilities of the City Manager, expectations of the position, and the needs/interests of dynamic community like Cypress. Having worked closely with cities throughout the State and conducted numerous recruitments, my colleagues and I are additionally knowledgeable of and connected to potential candidates.

Attached is an example of a Candidate Profile that illustrates the information we collect, detail and utilize as a foundation for attracting applicants. Also attached is our proposal for conducting the search that includes

information about our firm, process, timeline, resources, references, experience and fee. We charge a fixed, all-inclusive fee and for this search, we are proposing $30,000, which I'd be pleased to discuss. I would also be pleased to participate in a Zoom interview to personally present and discuss our proposal. Upon being selected to conduct this important search, we would also be prepared to start immediately.

I am excited for the opportunity to implement the process leading to the successful placement of a candidate that "fits" your interests and the organization. Please feel free to call me at (626) 644-1398, if there are any questions.

Sincerely,

Tara Schultz

Tara Schultz
Executive Recruiter

Enclosure:
City of Cypress City Manager Search Proposal
Example Candidate Profile City of Hermosa Beach City Manager

Peckham & McKenney
"All about fit"

# City of Cypress

# RECRUITMENT PROPOSAL

for

## City Manager

September 3, 2025

PECKHAM & MCKENNEY
EXECUTIVE SEARCH

**Peckham & McKenney**
**EXECUTIVE SEARCH**

*Serving local governments (cities, counties, districts) by conducting recruitments and placing management and executive leaders that fit the personnel needs and interests of agencies.*

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## Why Choose Us?

Peckham & McKenney focuses on *quality* searches and placements (over quantity) in recognition that each placement is "All about fit". Serving local government since 2004, we are one of the most trusted and respected executive recruitment firms in the country. We have successfully placed hundreds of local government professionals including City Managers, County Executive Officers, General Managers, Police and Fire Chiefs, Department Heads, Assistant Managers, and mid-level Managers. Time and again, we receive unsolicited compliments from clients and candidates in reference to our integrity and high ethics, commitment, follow-through, communication, and service. We take pride in treating both our clients and candidates with utmost respect.

For more information, please visit our website at **www.PeckhamAndMcKenney.com.**







## Our commitment to you

Peckham & McKenney, by maintaining the quality, style, values and culture established by Bobbi Peckham and Phil McKenney, performs on the premise that an executive search firm must be dedicated to providing its clients and candidates with professional and responsive service, and a personal, hands-on approach. Our business philosophy is founded on the understanding that we are in a "people" related industry and that attention to others' needs is the key to providing effective customer service.

- **We believe in honesty.** No client should ever appoint an individual without being fully knowledgeable of the candidate's complete background and history. Additionally, no candidate should ever enter into a new career opportunity without full disclosure of any organizational "issues."
- **We keep everyone involved in the recruitment process informed.** Not only do we provide regular updates to our clients, we also have a reputation for keeping our candidates up to date.
- **We do not recruit staff from our client agencies** for another recruitment during an active engagement, nor do we "parallel process" a candidate, thereby pitting one client against another for the same candidate.
- **We do not recruit our placements — ever.** Should a placement of ours have an interest in a position for which we are recruiting, they may choose to apply. If they become a finalist, we ask that they speak to their supervisor to alert them of their intent.
- **We are retained only by cities, counties and special districts.** We are not retained by applicants or non-governmental agencies.
- **We do not over commit ourselves to too many searches.** Your recruiter maintains a small, limited number of concurrent searches at all times in order to focus specifically and diligently on recruiting qualified candidates for your vacancy.
- **We commit to diversity in its broadest possible definition in every aspect of each executive recruitment.** Peckham & McKenney has a well established reputation of placing women and people with diverse backgrounds.

## EXPERIENCE



With our recruitment team that solely consists of retired City Managers, Assistant City Managers, Police Chiefs and Department Heads, and our expert support team, Peckham & McKenney brings more experience and knowledge of local government and executive search than any other California recruiter. Just a few of our recent recruitments related to your search for a City Manager have been for:

City of Malibu – City Manager
City of Moorpark - Assistant City Manager
City of San Luis Obispo – City Manager, Assistant City Manager, Community Development Director, Finance Director, and Fire Chief
City of Santa Barbara – City Administrator, Community Development Director, Finance Director, Information Technology Director, Planning Manager, and Police Chief
City of South San Francisco – City Manager
City of Stockton – City Manager

Please don't hesitate to contact these agencies as well as our large list of current and former clients on our website (here); they will attest to our quality of service, on-going communication throughout the process, personal and direct outreach and sourcing of candidates, quality applicant pool, written materials and interview facilitation.

As an ambassador of our clients, Peckham & McKenney is also known for maintaining ongoing communications with our applicants throughout the search process, treating every applicant with respect, and appropriately informing candidates to support their best effort. The numerous compliments we have received from applicants fairly illustrate this reputation.

### Comfortable and Professional Experience

"I'd like to thank you again for your support and guidance throughout the recruitment and selection process. It was a comfortable and professional experience, and I attribute a great deal of that to you. It's my hope that our professional paths may cross again in the future." **Candidate**

### Straightforward, Friendly, and Humane Recruitment Process

"I wanted to let you know what a terrific job I thought you and Peckham & McKenney did on the recruitment. It was absolutely the most straightforward, friendly, and humane recruitment process I've ever participated in. And I would feel the same way even if the outcome was not successful for me." **Candidate**

### Proactive and Responsive

Diana worked with the City to fill the Chief of Police position early in 2023. Diana is clearly well respected in the LEO community and has a vast network which led to a competitive pool of candidates for the City to select from. Diana was proactive from our very first meeting and always very responsive. The City team valued Diana's integrity, opinion and sense of humor. She was a pleasure to work with and I wouldn't hesitate to hire her for any executive recruitment critical to your organization. **Client**

### You Made Me Feel So Comfortable

"This is my first time working with a recruiting company, and I'm so happy for having the opportunity to work with your company, wow! I truly enjoyed the process! Your interview skills are amazing! You made me feel so comfortable and I felt like I was just talking shop with a longtime friend. Thanks for the personal touch that you include in your job, I believe that this is what makes your firm so desirable and successful." **Candidate**

Testimonials from clients and candidates are at https://www.peckhamandmckenney.com/testimonials.

Please feel free to contact any of the following current and recent clients to inquire about their experience with Peckham & McKenney. In addition, we would be pleased to furnish the client contact and phone numbers for any past clients listed in this proposal.

**City of Big Bear Lake – City Manager** (Tony Dahlerbruch – Recruiter)
Councilmembers Rick Herrick and Randall Putz, and Erik Sund, City Manager
909-866-5831, rherrick@citybigbearlake.com, rputs@citybigbearlake.com and/or esund@citybigbearlake.com

**City of Chula Vista – Director of Development Services** (Tara Schultz – Recruiter)
Tiffany Allen, Assistant City Manager (Future City Manager) and/or Tanya Tomlinson, Director or Human Resources & Risk Management
619-691-5031, Tallen@chulavistaca.gov, and/or 619-409-5927, TTomlinson@chulavistaca.gov

**City of Pasadena – Director or Public Works, and Director of Finance** (Tara Schultz – Recruiter)
Brady Griffin, Human Resources Manager
626-744-7143, BGriffin@cityofpasadena.net

**City of Santa Barbara – City Administrator** (Tony Dahlerbruch – Recruiter)
Mayor Randy Rowse, Member of the City Council and/or Kelly McAdoo, City Administrator
805-564-5322, rrowse@santabarbaraca.gov or 805-564-5305, kmcadoo@santabarbaraca.gov

## YOUR RECRUITMENT TEAM

### Our Approach

With every Peckham & McKenney recruitment, your Recruiter has the entire Peckham & McKenney team of Recruiters and administrative personnel for backup, support, collaboration, and sourcing. *However*, when you retain Peckham & McKenney, *your Recruiter* serves as your single point of contact throughout the entire search process and is fully responsible for its success. Moreover, in order to fully focus on your search and finding applicants that fit with the ideal candidate you are seeking, your Recruiter also maintains no more than 6 active searches.

The Executive Recruiter for you in this search is Tara Schultz.



*Peckham & McKenney Team*



### Tara Shultz, Executive Recruiter, Peckham & McKenney Executive Search

With a 28 year career in local government, Tara retired from city service in 2020. At the time of her retirement, she was the City Manager of Claremont, California. Prior to serving in Claremont, Tara contributed nearly 19 years of her career to the City of Alhambra. Tara served as Deputy City Manager and then Assistant City Manager, along with holding the titles of Administrative Services Director, Development Services Director and Human Resources Director. Tara has a bachelor's degree in Recreation Administration and a master's degree in Public Administration from California State University, Northridge.

Tara is supported by the following team.

### Joyce Johnson, Operations Manager

Joyce Johnson joined Peckham & McKenney in 2005 and serves as the firm's Operations Manager. She has over 30 years' experience in the field of administrative and executive support for all aspects of the executive recruitment process. She oversees internal administration of the firm as well as directing contract administrative support in the areas of advertising and design, web posting, and duplication and mailing services. Prior to joining Peckham & McKenney, Ms. Johnson oversaw internal administration in the Western Region headquarters of two national management consulting and executive recruitment firms. Ms. Johnson is complimented regularly on her strong customer orientation working with both clients and candidates alike. Ms. Johnson holds an Associate of Arts degree from American River College.

### Tayler Bergstrom, Research Assistant

Tayler Bergstrom joined Peckham & McKenney in 2022 and currently serves as a Research Associate. Tayler is currently pursuing a PhD at UCLA where she worked previously as a lab manager overseeing various research projects. Prior to that, Tayler graduated from UC San Diego with a Bachelor of Science degree in Psychology.

### Linda Pucilowski, Graphic Designer

With nearly 30 years of experience, Linda Pucilowski provides her expert design and marketing skills to Peckham & McKenney. She is the firm's "go-to" professional for all advertising and brochure design and creation. Ms. Pucilowski holds a Bachelor's degree from California State University, Sacramento.

### Rachel Moran, Website & Social Media Assistant

Rachel Moran has been in the graphic design field since 2007 and prides herself on creating eye-catching visual art. She supports the Peckham & McKenney team by handling all website visual and technical design as well as social media. Ms. Moran graduated from the Art Institute of Houston obtaining her Bachelor's Degree in Fine Arts with a concentration in Graphic Design.

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Peckham & McKenney
"All about fit"

## The Search Process and Schedule

Peckham & McKenney is committed to finding the best fit for your position. Our process is 12 to 14 weeks and generally involves the following phases:

**Project Organization (pre-recruitment)** – We will meet to discuss the search timeline, process and logistics for conducting a successful search.

**Development of the Candidate Profile (2 weeks)** – We will meet with agency members to listen to specific expectations of the position; learn the background and experiences desired in the ideal candidate; and understand the organizational culture and interests to create an attractive Candidate Profile marketing brochure.

**Recruitment (4 to 6 weeks)** – Our main focus in outreach will be direct, personal contact with quality potential candidates. Additionally, ads will be placed in industry publications and social media to broadly market the opportunity. Our client agency is continuously updated on our progress.

**Supplementary Review (2 weeks)** – Upon our review of the resumes received, supplemental questionnaires will be sent to candidates who appear in most alignment with the Candidate Profile. Following a thorough review of the supplemental questionnaires, we will conduct preliminary telephone interviews. Internet research will also be conducted so that we may probe the candidate regarding any areas of concern.

**Recommendation of Candidates/Selection of Finalists (1 week)** – A report will be provided to the agency that includes, among a variety of documents, a full listing of all candidates for review and the materials submitted by candidates recommended for an interview.

**Interview Process (2 weeks)** – Your recruiter will facilitate the interview process, inclusive of an orientation session at the beginning, and a discussion of candidates at the end.

**Qualification (1 week)** – Once a finalist is selected, a reference check and thorough background check will be conducted. Assistance with negotiating compensation will also be provided.

The fee to conduct the entire search process for your next City Manager is $30,000. This is an all-inclusive fee for the services to achieve success in your search as described above. Additional services can be provided and negotiated accordingly.

Peckham & McKenney is unique among recruiting firms for several reasons including having a fixed all-inclusive fee. We have found that an all-inclusive fee for the search process is simpler, cost-effective, and efficient.

The all-inclusive fee above includes professional fees and expenses (out-of-pocket costs associated with advertising, Recruiter travel, administrative support / printing / copying / postage / materials, telephone / technology, internet research checks on recommended candidates, and full background check on selected finalist only). For services not specified herein, we will discuss your interests and an appropriate fee.

## Process of Payment

One-third of the all-inclusive fee is due as a retainer upon execution of the agreement. This retainer covers upfront and necessary expenses incurred by Peckham & McKenney on the City's behalf for the preparatory work and advertising. If the retainer is not received by Peckham & McKenney within 30 days of execution of the agreement, we will suspend the recruitment process until payment is received. The second one-third of the full payment will be invoiced 1 month from contract execution, and it is due within 30 days following the invoice date. The final one-third of the full payment will be invoiced 2 months from contract execution, and it is due within 30 days following the invoice date.

## Agreement

Peckham & McKenney is the operating name of City Management Advisors LLC, Anton Dahlerbruch, Managing Member.

## Insurance

Peckham & McKenney carries Professional Liability Insurance ($1,000,000 limit), Commercial General Liability Insurance ($2,000,000 General Liability, and $4,000,000 Products) and Automobile Liability Insurance ($1,000,000). Our Insurance Broker is B&B Premier Insurance Solutions, Agoura Hills, CA.

## Guarantee

*We are pleased to share that the Peckham & McKenney success and placement record are particularly strong. We are confident that our recruitment process will result in a quality candidate that will stay in your employment.*



### Our Guarantee:

- We will connect with you and our placement in 6 months and 1 year after the appointment to check-in.
- We will conduct a second search within 6 months of our search process if a candidate is not placed.
- If the placement vacates the position within 1 year from the date we complete the background check/reference check, we agree to conduct a second search within 6 months of the vacancy.

It is unusual that we are unsuccessful in providing a placement or the placement vacates the position within a year. In the unlikely event that a second search is necessary, the second search will be conducted within 6 months for the discounted fixed fee of $ 26,500 (external candidates only and except in the event of budgetary cutbacks, promotion, position elimination, or illness/death, etc.).

## Diversity Statement







Peckham & McKenney is committed to diversity in its broadest possible definition in every aspect of each executive recruitment our firm provides. We take pride in the placement of women and applicants of diversity, and are known for long, successful tenures of candidates selected by the agency.

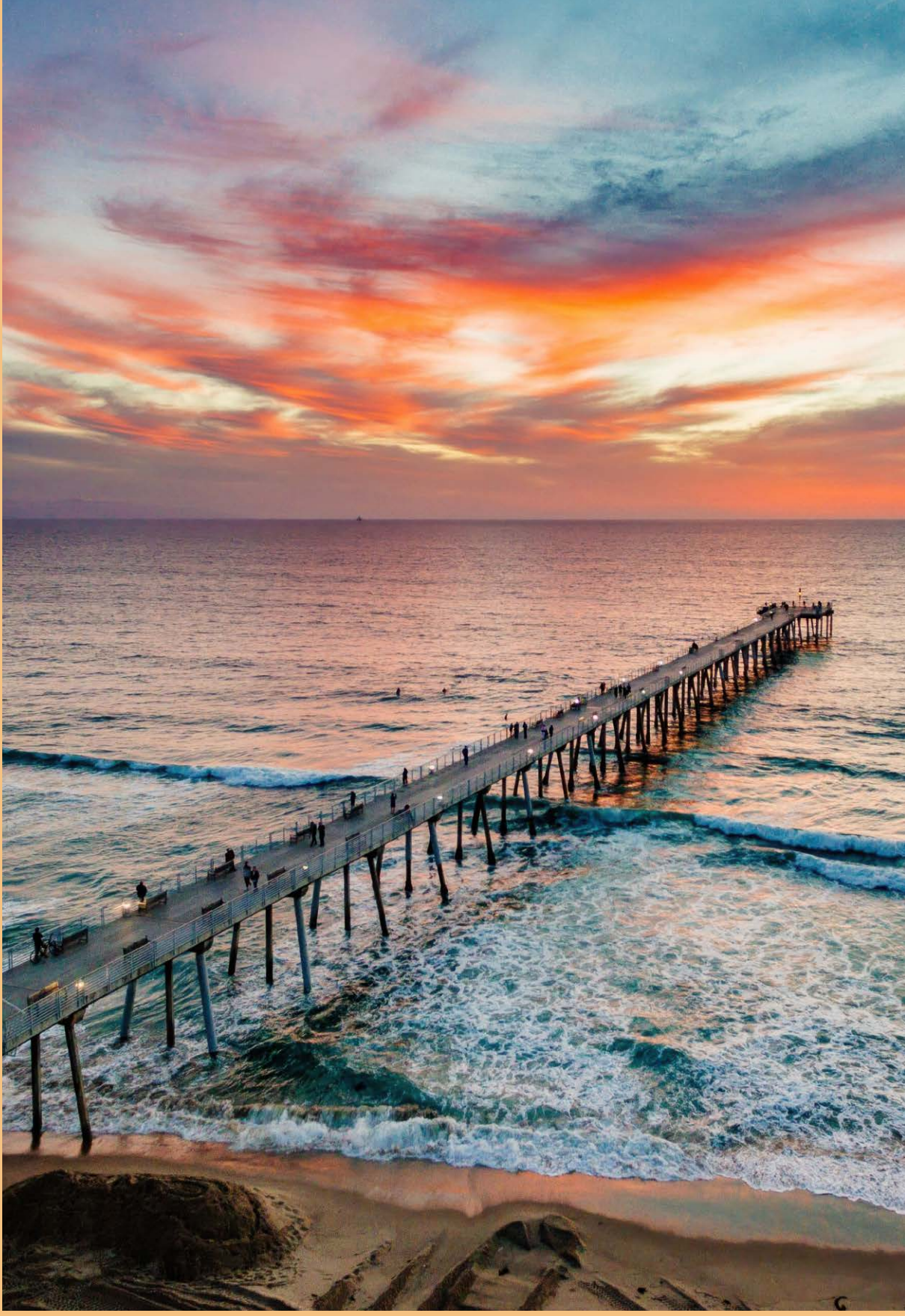
Peckham & McKenney does not discriminate on the basis of race, color, religion, creed, sex/gender, national origin/ancestry, disability, pregnancy, sexual orientation (including transgender status), marriage or family status, military status, or age. We are fully compliant with all applicable federal and state employment laws and regulations in all of our recruitments.

For over 30 years, founder Bobbi Peckham has been a champion of women seeking executive leadership positions within local government.

With our diverse team of Recruiters, Peckham & McKenney supports, promotes and advocates for diversity in the recruitment and hiring processes. In addition to our outreach methods, Peckham & McKenney routinely advertises with the National Forum of Black Public Administrators (NFBPA), and the Local Government Hispanic Network (LGHN) to ensure placement of your opportunity with the following online venues:

- African American Job Network
- Asian Job Network
- Disability Job Network
- Latino Job Network
- LGBT Job Network
- Retirement Job Network
- Veteran Job Network
- Women's Job Network

Peckham & McKenney
"All about fit"



20 years
PECKHAM & MCKENNEY
EXECUTIVE SEARCH

# City Manager

## City of Hermosa Beach, California

## The City of Hermosa Beach

A sunny, small beach city of 1.43 square miles and home to nearly 20,000 residents, Hermosa Beach sits at the center of Los Angeles County's South Bay coastline along the Santa Monica Bay. Just six miles south of the Los Angeles International Airport and 21 miles from Downtown Los Angeles, the City offers the very essence of the Southern California lifestyle.

Incorporated on January 14, 1907, Hermosa Beach has an average of 283 sunny days per year and two miles of sandy shoreline. Beach attendance can exceed half a million visitors in a single month during peak season, making Hermosa a "small city with big city operations."

Hermosa offers a wealth of public amenities, including 20 city parks totaling 21.7 acres, the Hermosa Greenbelt (19.5 acres), 36.52 acres of beach with 1.8 miles of beachfront, a community theatre, and a Los Angeles County branch library. The median household income is $152,019, and the median home value is $2,000,001.

The community blends small-town charm with a lively downtown, architecturally diverse residences, a variety of restaurants




and shops, entertainment offerings, and an active outdoor lifestyle. Residents and visitors alike enjoy beach volleyball, surfing, skating, biking the Strand, and attending beloved events such as the Fiesta Hermosa street fair.

## The Organization

The City of Hermosa Beach is a general law city operating under the Council-Manager form of government. A five-member City Council is elected at large to four-year terms, with one member selected by colleagues to serve as Mayor for nine months. The City Council appoints the City Manager, City Attorney, and City Prosecutor, and provides policy direction for the organization. The FY 2025-26 adopted budget is $53.6 million, supported by 174.14 FTE positions. View the budget: **FY 2025–26 Adopted Budget.**

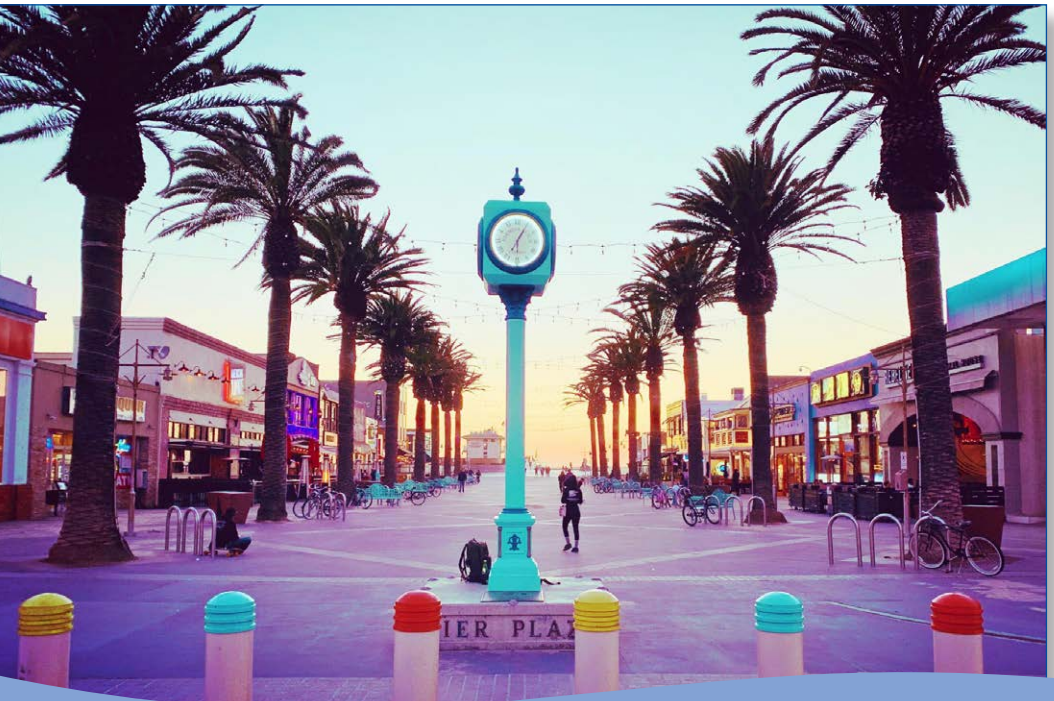
Hermosa Beach's Vision 2031 emphasizes its identity as a small, family-friendly, and eclectic coastal community with a commitment to sustainability and preserving its distinct beach-town spirit. The City's mission is to govern with engagement and collaboration, practice fiscal and environmental responsibility, and provide first-class municipal services through valued employees and volunteers. Learn more: **City Mission & Leadership Philosophy and Strategic Plan**.

City operations are organized into seven departments: Administrative Services, City Manager, City Clerk, Community Development, Community Resources, Police, and Public Works. Fire and EMS services are provided under contract by the Los Angeles County Fire Department. The City Council appoints volunteer **Board & Commission** members to provide Council, staff, and the public with advice, expertise, and approvals on various matters, including building code interpretation, personnel, parks/recreation/special events, development projects/planning, and public works/capital improvement program projects.

## The City Manager's Department

The City Council appoints the City Manager, who serves as the City's Chief Executive Officer, responsible for carrying out Council policies and directives while overseeing all City operations. The City Manager provides strategic leadership, ensures high-quality service delivery, manages the City's budget, and represents the City in intergovernmental and community relations. The office coordinates Citywide policy development, strategic planning, and organizational initiatives.

Supporting the City Manager is a dedicated team that includes an Executive Assistant, an Emergency Management Coordinator, an Environmental Programs Manager, a GIS/IT Analyst, two Senior Management Analysts, a Management Analyst, and an Intern. The City Manager may create informal **Community Advisory Groups** to assist staff with specific topics or projects.



## The Position

The City Manager provides overall leadership and direction to the organization. The role is responsible for understanding and responding to community needs and Council priorities, building strong relationships, inspiring and motivating staff, proactively managing all municipal operations, maintaining effective and high-quality public service delivery, and implementing the Council's policy direction.



Equally important, the City Manager is an accessible, reliable, and trusted advisor to the Council, ensuring members are well-informed, supported, and receive candid professional guidance when navigating complex or sensitive matters.

This position is expected to advance the Council's vision through hands-on execution, guide major projects, oversee complex financial and organizational issues, and navigate state mandates, interagency agreements, and coastal community challenges. The City Manager works closely with department heads to conduct and implement organizational assessments, evaluate and optimize staffing, improve processes, leverage technology, and deliver timely work efforts.

The role requires an understanding of the unique aspects of working in a small beach city and sophisticated relational, leadership, and management skills to ensure that Hermosa Beach thrives today and into the future.

## The Ideal Candidate

Hermosa Beach seeks a personable, compassionate, empathetic, values-driven, decisive, and inspiring leader who will build strong relationships, create trust, and deliver results in a small city with big expectations. The ideal candidate will demonstrate:

- **Leadership & Presence:** Be a visible, open, approachable, adaptable, and forward-thinking leader with high emotional intelligence, integrity, and the ability to engage with and earn trust from staff, Council, and the community. They will communicate with honesty and transparency, balancing political acumen with humility and have the City's best interests at heart.
- **Council Partnership:** Work as a collaborative partner for the City Council. Be accessible, reliable, responsive, open, and professional, providing clear, timely, and detailed information, executing majority-supported strategies, offering solutions and candid advice when needed, and open to feedback.
- **Professional Expertise:** Bring proven executive management experience in municipal government, with broad knowledge of city operations and legal issues, finance, development, housing, permitting, capital projects, risk management, employee relations, and data-driven decision making. Able to successfully navigate state laws, local government processes, and intergovernmental relationships and agreements. Experience with coastal community issues and economic vitality is highly desirable.
- **Team Orientation:** Be inspiring, collaborative, and team-oriented, maintain a sense of camaraderie and harmony, have staff's back, and champion and nurture talent while also holding departments accountable. Comfortable being hands-on in a lean organization, willing to "roll up their sleeves" while empowering others to succeed.



- **Focus on Results:** Communicate priorities and direction clearly. Be a problem-solver who gets things done efficiently and effectively. Someone keen to deliver capital improvements, streamline city processes, address housing needs, engage in interagency contract negotiations, offer clear recommendations and alternatives, and ensure long-term financial sustainability will be a standout.

The next City Manager will find a committed community and a dedicated and talented team. Success will come through leveraging Hermosa Beach's unique small-town, coastal community culture as an asset, successfully managing change, and guiding the City toward a vibrant, sustainable future.

## Qualifications

Any combination of education and/or experience that provides the knowledge, skills, and abilities necessary for acceptable job performance would qualify. Typically, this includes a bachelor's degree in public administration, business administration, economics, or a related field and ten years of progressively responsible municipal government experience, including at least five years in management. A master's degree is highly desirable.

## Compensation and Benefits

The salary range for this position is $240,000 - $289,817 annually and will be based on qualifications and experience. In addition to the salary, the City of Hermosa Beach provides a robust **benefits program** which includes:

**CalPERS Retirement:** Tier 1 ("Classic") 2%@55 formula. City pays 7% employee contribution. Tier II 2%@60 formula. Tier III (hired after January 1, 2013) 2%@62 formula. Employee pays 50% of "normal cost" or current contribution rate of similarly situated employees. Retiree Medical $400/month subsidy if worked 20+ years for the City and are age 60+. City participates in Medicare but not Social Security.

**City-Paid Deferred Compensation:** Up to $8,000/year. At-will employees are enrolled in the Public Agency Retirement System (PARS).

**Medical:** HMO and PPO options. Employees receive up to $1875.39/month to purchase medical insurance.

**Dental:** Employees receive up to $226.30/month to purchase dental insurance.

**Vision:** Employees receive City-paid vision insurance.



## Search Schedule

**Filing Deadline:** ..... October 2, 2025

**Supplemental Process:** ..... Ongoing – October 17, 2025

**Council Consideration of Candidates:** ..... October 23 – 28, 2025

**In-Person Final Interviews:** ..... November 20, 2025

**These dates have been confirmed, and it is recommended that you plan your calendar accordingly.**

**Life:** The City provides life insurance, up to a maximum of $200,000.

**Short-term Disability and Long-term Disability:** The City provides coverage for both short-term and long-term disability.

**Employee Assistance Program:** The City provides coverage for the employee and eligible dependents.

**Vacation Leave:** Up to 80 hours can be cashed out annually.

**0-4 Years of employment:** 114 hours/year

**5-9 Years of employment:** 138 hours/year

**10+ Years of employment:** 178 hours/year

**Sick Leave:** 10 hours/month. Cash out up to 96/hours per year OR convert 100% of sick time, in excess of 176 hours, to vacation.

**Management Leave:** 100 hours/calendar year.

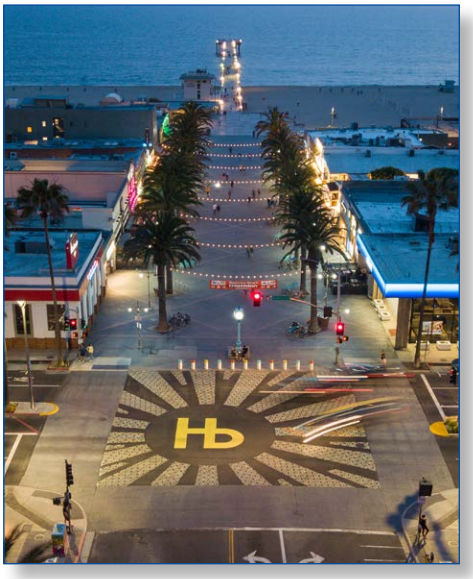
**Holidays:** Twelve holidays/year.

**Work Schedule:** 4/10, Monday through Thursday, 7 am to 6 pm.

**Management Performance Bonus:** Up to 10% of base salary.

**Training & Development:** Up to $3,500/year.

**Wellness Reimbursement Program:** Up to $500/year.



## The Recruitment Process

To apply for this exciting and special career opportunity, please visit our website:

**Peckham & McKenney**
**www.peckhamandmckenney.com**

Please do not hesitate to contact Danielle Noble at (805) 836-0036 if you have any questions regarding this position or the recruitment process.

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EXECUTIVE SEARCH

**www.peckhamandmckenney.com**

Ralph Andersen & Associates
A Tradition of Excellence Since 1972

5800 Stanford Ranch Road
Suite 410
Rocklin, California 95765
916.630.4900

August 29, 2025

Mayor David Burke and
Members of the City Council
City of Cypress
5275 Orange Avenue
Cypress, California 90630

Via Email: rnguyen@cypressca.org

**RE: Proposal - City Manager Recruitment Services**

Dear Mayor Burke and Members of the City Council:

We are pleased to submit this Proposal to recruit for the position of City Manager for the City of Cypress. We will facilitate this recruitment process and professionally add value to the entire recruitment and selection process.

As a former City Manager with over 30+ years of experience, including 20 years serving as a City Manager in different communities (including 10 years as City Manager of Huntington Beach), Mr. Wilson is highly qualified to lead this search and is available to start the project and attend on-site client meetings, as necessary. Mr. Wilson has completed over 35 City Manager recruitments with Ralph Andersen & Associates primarily focused in California.

Our proposal outlines the firm's experience in conducting City Manager recruitments, the methodology/work plan and timeline to accomplish the search tasks, and the cost to conduct a comprehensive search process. If selected, Mr. Wilson will be available to begin work on this project within 10 days (or sooner) after the City provides a contract or an official notice to proceed.

We are proud of how we market and represent our clients. All of the design and graphics of our marketing material are done in-house so we can control the quality and production timing. To see samples of our recruitment brochures and learn how we market our clients digitally, please visit the Career Opportunities page of our website at www.ralphandersen.com.

Should you need any clarification, please feel free to call Mr. Wilson at (916) 630-4900 (office) or (714) 421-3258 (cell). Additionally, I am also available to respond to any questions, as needed. I am best reached at (916) 804-2885 (cell).

Thank you very much for your consideration of this proposal.

Respectfully Submitted,

Heather Renschler
President/CEO

# Qualifications of the Firm

## Executive Summary

Attracting top talent has never been more complex and Ralph Andersen & Associates is highly qualified to assist City of Cypress with recruiting its new City Manager. *We have conducted more successful executive recruitments than any other recruitment firm since 1972.* From helping the City Council create a competency-based interview framework for the new City Manager, including assessing candidates and attracting top human capital, our search professionals offer an unparalleled depth of experience, national reach, and knowledge.

The City has requested our proposal to assist in the identification and recruitment of a highly qualified group of candidates for the new City Manager. In particular, the City is seeking a firm with a strong national presence and professional experience to clearly assess the City's needs and formulate a strategy to ***deliver results.***

At Ralph Andersen & Associates, we believe that gaining a complete understanding of our client's specific objectives and priorities is essential prior to launching any search assignment. This process includes the identification and incorporation of a variety of vital details such as the candidate's desired skills and experience as well as the critical "soft skills" related to temperament, personality, management philosophy, and other factors that will ultimately determine the candidate's "fit" with the organization.

We begin each search by working closely with the City's leadership, stakeholders, staff, and, if desired, the community to ensure a complete picture of the desired candidate pool is developed. Our team-oriented approach, matched with this 360-degree perspective, means we ensure that a complete understanding of the organization's mission and culture translates into those specific traits and characteristics necessary to ensure the selected candidate is successful in the position.

We understand that the City expects aggressive, personalized outreach to identify a diverse and highly qualified applicant pool and a selection process that includes comprehensive candidate reports based on thorough reference and background checks. We will begin with the desired characteristics and build a recruitment strategy that is tailored to meet the City's specific needs. The resulting outreach and advertising campaign will incorporate the extensive use of personal outreach to recruit a highly qualified group of candidates.

Ralph Andersen & Associates serves a nationwide clientele focused on local government and maintains a virtual presence with its consultants and staffing located in California and in other states throughout the nation. The firm's mailing address is 5800 Stanford Ranch Road, Suite 410, Rocklin, California 95765; phone number (916) 630-4900; Email: info@ralphandersen.com.

The principals of the firm are Heather Renschler, President/CEO, and Robert Burg, Executive Vice President. Both Ms. Renschler and Mr. Burg are legally able to bind the firm.

The primary contact for this recruitment will be:

Mr. Fred Wilson, Senior Consultant
Ralph Andersen & Associates
Office: (916) 630-4900
Cell: (714) 421-3258
Email: fred@ralphandersen.com

# Why Choose Ralph Andersen & Associates?

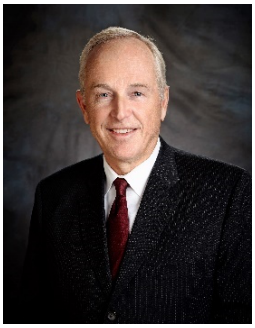
Ralph Andersen & Associates, a California Corporation, has been providing executive search and management consulting services since 1972. As such, the executive recruitment techniques used by Ralph Andersen & Associates have been developed and used successfully with hundreds of clients for more than 52 years.

**With Ralph Andersen & Associates, there is an entire team behind every recruitment.** Our firm takes a multi-disciplined, team approach to executive search. Successful outreach relies heavily on person-to-person contact to identify outstanding potential candidates and, in the evaluation phase, to gain a complete understanding of the background, experience, and management style of the top candidates. By drawing on the combined expertise of our associates and our network of professional contacts, we address outreach from a wide variety of perspectives and find unique ways to identify and recruit the best and brightest.

# Project Staffing

The reputation of the search firm and personal commitment of the recruiters define the difference between the success and failure of any given recruitment. Ralph Andersen & Associates' search professionals are acknowledged leaders in the field and possess a broad range of skills and experience in the areas of local government management, executive search, and related disciplines. The City of Cypress will have Mr. Fred Wilson, Senior Consultant of Ralph Andersen & Associates, as the Project Director on this engagement. Mr. Wilson will have all the resources and full support of our firm fully dedicated to ensuring the highest quality outcome during this important recruitment process.

## Fred Wilson, Project Director



Mr. Wilson, Senior Consultant with Ralph Andersen & Associates, brings more than 35 years of experience as a local government executive, including 21 years serving as City Manager in two California cities. Working in full-service cities, he brings a strong background in identifying and recruiting top quality executive staff. His skills in identifying, recruiting, and retaining high quality employees and talent management, coupled with succession planning, have contributed significantly to the successes of those organizations. This experience gives Mr. Wilson a unique perspective to identifying high quality candidates that "fit" the organization.

Since joining Ralph Andersen & Associates, Mr. Wilson has completed many successful recruitments and brings a vast network of contacts throughout the region. He has successfully completed searches for executives and professionals for local government organizations including City Managers, Community Development Directors, Public Works Directors, Finance Directors, and other General Managers.

Mr. Wilson's clients have found his knowledge of city management, experience working with City Council members, and expertise in recruitment and selection an asset.

As a long-tenured local government executive, Mr. Wilson has extensive experience in all aspects of governance including organizational development, succession planning, municipal finance, community development, information technology, and general management. His experience includes serving in multiple leadership roles in various organizations including the League of California Cities and has been active on various advisory boards throughout his career.

Mr. Wilson holds a Bachelor of Science degree in Urban Planning from Cal Poly Pomona, and a Master's degree in Public Administration from California State University, Northridge.

Mr. Wilson may be reached at (916) 630-4900 or directly on his cell at (714) 421-3258 or via email at fred@ralphandersen.com.

## Paraprofessional and Support Staff

Paraprofessionals, graphics, and support staff will provide administrative support to the consultant team on recruitment assignments. These may include Ms. Diana Haussmann, Ms. Christen Sanchez, Ms. Hannah Jones, and Ms. Karen AllGood.






# Relevant Experience

Ralph Andersen & Associates conducts a wide array of searches in the public sector. Our experience spans populations of all sizes, from the largest in the country to small and mid-size municipalities. While we have a strong focus in California, we also conduct recruitments on a national scale.

**Expansive network of City Manager Searches** – We have one of the strongest track records of conducting City Manager searches. The following listing represents contracts that were awarded to Ralph Andersen & Associates and staffed by a member of our search team from 2020 to Present. Searched conducted by Mr. Wilson are noted with an *.

- Artesia, CA – City Manager (2022) and (2024) *
- Barstow, CA – City Administrator (2021) *
- Calabasas, CA – City Manager (2021)
- California City, CA – City Manager (2022) *
- Calistoga, CA – Assistant City Manager (2024)
- Carpinteria – City Manager (2023) *
- Cerritos, CA – City Manager (2023) *
- Colma, CA – City Manager (2023)
- Commerce, CA – City Manager (Partial Search) (2024) *
- Compton, CA – City Manager (2022 & 2024) *
- Coronado, CA
  - Assistant City Manager (2022)
  - City Manager (2021)
  - Deputy City Manager (Current Search)
- Costa Mesa – Assistant City Manager (2023) *
- Eastvale, CA – City Manager (2022) *
- El Segundo, CA – City Manager (2022)
- Emeryville, CA – City Manager (2022) *
- Encinitas, CA – City Manager (2020)
- Fairfax, CA – Town Manager (2021)
- Foster City, CA – City Manager (2022) *
- Goleta, CA
  - Assistant City Manager (2024)
  - City Manager (2022)
- Grand Terrace, CA – City Manager (2021) *

- Gustine, CA – City Manager (2022) *
- Highland, CA – City Manager (2024) *
- La Palma, CA – City Manager (2020 & Current Search) *
- La Verne, CA – City Manager (2022) *
- Laguna Beach, CA – City Manager (2024) *
- Loma Linda, CA – Assistant City Manager (2025) *
- Los Altos, CA – City Manager (2021) *
- Los Banos, CA – City Manager (Current Search) *
- Mill Valley, CA – City Manager (2020 & 2022)
- Modesto, CA – Deputy City Manager (2022 & 2023)
- Montebello, CA – City Manager (2023) *
- Nevada City, CA – City Manager (2022)
- Norco, CA – City Manager (2022) *
- Oakland, CA – City Administrator (2020 & 2023)
- Ojai, CA – City Manager (2024)
- Palm Desert, CA – City Manager (2021)
- Palm Springs, CA – Assistant City Manager (2021)
- Palos Verdes Estates, CA – City Manager (2023)
- Pismo Beach, CA – City Manager (2023) *
- Riverside, CA – City Manager (2022) *
- San Bernardino, CA – City Manager (2025) *
- Santa Monica, CA – City Manager (2021)
- Sierra Madre, CA – City Manager (2021) *
- Stockton, CA – Deputy City Manager II (Two Placements) (2020)
- Solvang, CA – City Manager (2023) *
- South Pasadena, CA – City Manager (2025) *
- Upland, CA – City Manager (2021) *
- Watsonville, CA – City Manager (2024) *
- West Hollywood, CA – City Manager (Current Search)
- Whittier, CA – City Manager (2025) *
- Yorba Linda, CA – City Manager (Current Search) *

# Work Plan

## Summary of Our Search Process

The successful search process relies heavily on person-to-person contact to identify outstanding potential candidates and, in the evaluation phase, to gain a complete understanding of the background, experience, and management style of the top candidates. The executive recruitment techniques used by Ralph Andersen & Associates have been developed and used successfully with hundreds of clients for more than 53 years.

- Developing a comprehensive position profile based upon information obtained in various meetings with the City Council, Human Resources staff, and other designated City staff and stakeholders.
- Reviewing current compensation and recommending changes based upon market and competitive conditions, if desired by the City.
- Extensive ***personal outreach***, via telephone and through internet technology, to qualified candidates throughout California, the Western Region, and selectively beyond, if desired.
- A marketing strategy that uses selected advertising to supplement the extensive candidate identification process, uses the Internet and social media, and also uses our already established professional contacts throughout the region.
- A screening process that narrows the field of candidates to those that most closely match the needs of the City and is based on screening interviews with the top candidates. Candidates' education, experience, and credentials are matched to the criteria established in the position profile.
- Delivering a product in the form of a search report that recommends a top group of candidates and provides the City with detailed information about their backgrounds and experience.
- Conduct final background and verifications, including references, on the top candidate.
- Assist in negotiations of offer of employment.
- Close out the search and notify all candidates not selected.

Ralph Andersen & Associates has an outstanding reputation for being thorough and professional in the approach it takes in recruitment. Each candidate's match with the position is based on the individual's own set of professional experiences, management style, education and credentials, and overall fit with the organization and executive leadership.

## Search Work Plan

This section describes the usual steps in the search for a new City Manager for the City of Cypress. This recruitment will be under the direction of Mr. Fred Wilson, Project Director/Search Consultant.

### Task 1 – Review Project Management Approach

The Project Director, Mr. Wilson, will begin work on this project within 10 days (or sooner) after the City provides a contract or, alternatively, an official notice to proceed. The first task will include established individual and/or group meetings with the City Council, Human Resources, or key City staff, as appropriate, to finalize the recruiting and selection process (preference to be done using Zoom Video Technologies application). This will include discussion of the project management for this search, review of the work plan, confirmation of timing, and communication methods. Working

collaboratively with the City Council, Human Resources, and key City staff, this task will result in a more definitive timetable.

As part of our overall approach to this project, the Project Director will deliver regular updates (typically done orally) throughout each stage of the search. In addition, Mr. Wilson will be highly accessible and responsive to client requests and inquiries.

## Task 2 – Develop Position Profile

The position profile for the City Manager is the guide for the entire search process. The development of the profile includes the collection of technical information and recruitment criteria.

### Technical Information

Mr. Wilson will conduct video meetings with the City Council, Human Resources, key staff members, and others as directed by the City to gain an understanding of the experience and professional background requirements desired in the City Manager. These meetings will also help the Project Director gain an understanding of the work environment and the issues facing the City of Cypress. In-person meetings can be arranged with sufficient advance notice.

### Recruitment Criteria

The recruitment criteria are those personal and professional characteristics and experiences desired in the City Manager. The criteria should reflect the goals and priorities of the City of Cypress.

Subsequent to the development and adoption of the candidate profile, the technical information and recruitment criteria will be documented in an information brochure prepared by Ralph Andersen & Associates. The brochure will be reviewed by the City in draft format, revised as appropriate, and published for use throughout the search.

**Optional Service (Community Survey)** – The City Council may desire obtaining input from the Community on the qualities they would like to see in the new City Manager. To facilitate Community input, the Project Director can conduct an on-line survey. Additionally, our process can allow for email comments to Ralph Andersen & Associates relative to the desired qualities of the next City Manager. See Cost Section for more details on pricing.

## Task 3 – Outreach and Recruiting

This task is among the most important of the entire search. It is the focus of the activities of the Project Director and includes specific outreach and recruiting activities briefly described below.

### Outreach

An accelerated outreach and advertising campaign will be developed. It will include the placement of ads in publications such as *Western City Magazine, International City/County Management Association (ICMA),* and other professional publications. Specific Internet sites related to government will be used as a method of extending the specific outreach in a short period of time.

Additionally, the advertisement and the full text of the position profile (the recruitment brochure) will be placed on Ralph Andersen & Associates' website, which is accessed by a large number of qualified candidates. This method of outreach to potential applicants provides a confidential source that is monitored by many key level executives on an on-going basis.

### Candidate Identification

Ralph Andersen & Associates will use their extensive contacts to focus the recruiting effort. In making these contacts, the Project Director will target those individuals who meet the

criteria set by the City. Each of the candidates identified through the recruiting efforts will be sent an information brochure. Candidates will also be contacted directly to discuss the position and to solicit their interest in being considered.

Both the outreach and recruiting activities will result in applications and resumes from interested candidates. As they are received, resumes will be acknowledged, and candidates will be advised of the general timing of the search process. The following tasks involve the actual selection process, once all resumes have been received.

## Task 4 – Candidate Evaluation

This task will be conducted following the application closing date. It includes the following specific activities:

### Screening

All of the applications will be carefully reviewed. Those that meet the recruitment criteria and minimum qualifications will be identified and subject to a more detailed evaluation. This evaluation will include consideration of such factors as professional experience, and size and complexity of the candidate's current organization as compared to the candidate profile.

### Preliminary Research and Internet Review

The research staff of Ralph Andersen & Associates, under the direction of the Project Director, will conduct preliminary research and internet review for those candidates identified as the most qualified as a result of the screening process. This level of research will be done on a limited number of candidates to learn more about each candidate's public profile and related information that is available on the internet.

### Preliminary Interviews via Video Technology

The Project Director will conduct preliminary interviews with the top group of candidates identified through the screening and preliminary research and Internet review processes. The interviews are extensive and designed to gain additional information about the candidates' experience, management style, and "fit" with the recruitment criteria. Interviews will be conducted using video technology.

The screening portion of the candidate evaluation process typically reduces a field of applicants to approximately four (4) to six (6) individuals. Those individuals will be reviewed with the City prior to proceeding with the individual interviews.

## Task 5 – Search Report

After completing Task 4, all documentation will be supplied to the City electronically. No hard copies will be supplied to the City for any phase of this search engagement. Mr. Wilson will prepare detailed information for review including resumes uploaded to a file sharing system (i.e., OneDrive or ShareFile). Mr. Wilson will conduct a video conference call or in-person meeting with the City Council or other designated representative to review the search report on the top candidates. The report divides all of the candidates into four groups including 1) the top group of candidates that are recommended to be interviewed via video by the City Council; 2) a backup group to the first group; 3) no further consideration group; and 4) lacks minimum qualifications. The search report will include candidate resumes and cover letters. The results of preliminary media research will be included. This meeting will result in a confirmed group of top candidates for the City to further consider.

Important to note, we typically do not conduct references on all of the finalist candidates. The more standard process is to do a partial background on the top 2-3 candidates with various verifications, internet search, and limited references (outside of current employer). References for current employers are often not released by candidates until the final stage of the search process when they are assured of being the candidate of choice. Verifications such as credit check, DMV Report, and civil/criminal are typically conducted once a contingent offer is made to the selected candidate unless

the finalist candidate(s) gives explicit approval and sign a release to proceed. Education checks are conducted *before* the slate of candidates interviews with the City Council.

The results of the Search Report will be a confirmed group of finalist candidates that the City Council will interview.

## Task 6 – Selection

The final selection process will vary depending upon the desires of the City Council. The typical services provided by Ralph Andersen & Associates in the selection process are described briefly below:

- Mr. Wilson will coordinate the selection process for the finalist group of candidates. This includes handling logistical matters with candidates and with the City.
- Ralph Andersen & Associates will prepare an electronic interview booklet (uploaded to a file sharing program such as OneDrive or ShareFile) that includes the resume, cover letter, and preliminary media research for each candidate. In addition, this electronic information will contain suggested questions and areas for discussion based upon the recruitment criteria. Electronic copies of the interview booklet will be provided in advance of the candidate interviews. No hard copies of material will be provided. Should the City desire hard copies, it will be the responsibility of the City to produce and distribute all hard copy materials needed.
- Mr. Wilson will facilitate the Interviews to assist the City through the selection process. This assistance will include an initial orientation, candidate introductions, and facilitation of discussion of candidates after all interviews have been completed.
- Additionally, verifications will be made on the top two candidates and will include education verifications, Department of Motor Vehicle check, and credit check. Due to legislation, criminal checks ("Ban the Box") are only permissible when a contingent offer of employment is made. The results of these verifications will be discussed with the City at the appropriate time.
- Reference checks will be conducted on the top candidate. The results of these reference checks will be discussed with the City Council at the appropriate time during a closed session.
- As needed, the Project Director is available to provide assistance to the City Council in the final selection as may be desired. This assistance may include providing or obtaining any additional information desired to assist in making the final selection decision.

## Task 7 – Negotiation

The Project Director is available to assist the City Council in negotiating a compensation package with the selected candidate. This includes recommendations on setting compensation levels.

Additionally, if desired by the City Council, Ralph Andersen & Associates will coordinate with the City Attorney to prepare a draft employment agreement and work with the City Council on the finalization of this document. As required by the Brown Act, the employment agreement for the new City Manager will be required to be approved and voted on in a public meeting at a regularly scheduled City Council meeting.

## Task 8 – Close Out

After the City has reached agreement with the individual selected for the position, the Project Director will close out the search. These activities will include advising all of the finalist candidates of the status of the search by telephone.

# Project Timing

We anticipate a timeframe of approximately 90 - 120 days (or less) from the execution of the agreement between the City and Ralph Andersen & Associates to when the finalists are presented for an interview. Negotiation with the top candidate will take an additional week after finalist interviews.

A brief overview of the recruitment schedule is presented below (schedule does not include transition time by Selected Candidate to join the City).

| Task | Estimated Week of Completion |
|---|---|
| Task 1 – Review Project Management Approach | Week One |
| Task 2 – Develop Position Profile and Recruitment Brochure | Week One – Week Two |
| Task 3 – Outreach and Recruiting | Week Two – Seven |
| Task 4 – Candidate Evaluation | Ongoing Throughout Process (typically more focused during Week Six and Week Seven) |
| Task 5 – Search Report | Week Eight – Week Nine |
| Task 6 – Selection | Week Nine - Week Ten |
| Task 7 – Negotiation | Week Ten – Week Eleven |
| Task 8 – Close Out | Week Twelve |

# Project Cost

The recruitment effort for a new City Manager for the City of Cypress will be a comprehensive search process with a focus in California and the Western Region. The review of resumes and qualifications will be conducted on all candidates that submit giving the City the ability to select from a broad field of qualified candidates. The professional services fee to perform this search will be a **fixed fee of $29,500** for recruitment services and all related expenses.

***Note** – Expenses included in this fixed fee include such items as advertising, consultant interaction (anticipated to be done primarily through videoconferencing except for finalist interviews), clerical, graphic design, research, and long-distance telephone charges. On top candidates, Internet and Lexis/Nexis searches will be conducted. Additionally, education verifications, DMV check, wants and warrants, civil and criminal litigation search, and credit check will be conducted on the top two candidates. Detailed reference checks will be conducted on the top candidate.

**Invoicing for Services** – Ralph Andersen & Associates will bill the fixed fee to the City in four installments as follows:

- Following kick-off and finalization of recruitment brochure - $8,850
- After the closing date - $8,850
- After finalist interviews - $8,850
- Upon placement - $2,950

Progress payments will be due upon receipt.

**Brochure** – A full-color electronic brochure will be developed for the recruitment of the city manager. All pictures will be the responsibility of the City. The City will also be responsible for ensuring that there are no copyright restrictions on the photographs supplied to Ralph Andersen & Associates and that the City will agree to pay any and all related charges or fines if a copyright violation is incurred either during the search itself or subsequently.

**Optional Service (Community Survey)** – Should the City choose to conduct a Community Survey with summarized results this would be conducted for an additional $3,800.

**Exception** – Any candidate travel is the full responsibility of the City.

## Guarantee

Ralph Andersen & Associates offers the industry-standard guarantee on our full search services. If the City Manager resigns or is dismissed for cause within a one-year period after appointment, we will conduct another search free of all professional services charges. The City of Cypress would be expected to reimburse all expenses incurred.

If a placement is not made in the first outreach effort, the Consultant will conduct a second outreach effort with no charge for Professional Services. The City of Cypress would be expected to pay for all incurred expenses.




WBCP
PROPOSAL

# RECRUITMENT SERVICES

CITY MANAGER

SEPTEMBER 3, 2025

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*Confidential*

# I. COVER LETTER

SEPTEMBER 3, 2025

Regina Nguyen
Human Resources Manager
5275 Orange Avenue
Cypress, CA 90630

RE: City of Cypress - City Manager Recruiting Services

It is our pleasure to submit this proposal for recruitment services to secure your ideal candidate to serve as the City Manager of the City of Cypress. **WBCP has worked on many City Manager recruitments, and we look forward to the opportunity to partner with your organization on this critical position!**

We trust our proposal will showcase our client-focused recruitment process and will act as a testament that we are passionate about what we do to make our clients happy.

WBCP, Inc. was selected, through a national request for proposal process, as the single-awarded vendor for executive recruitment services through a national competitive process conducted by the National Association of Counties (NACo) under the Public Promise Procurement (PPP) program. This cooperative purchasing agreement, with San Diego County serving as the Lead Public Agency (LPA), allows public sector organizations across the U.S. to satisfy competitive procurement requirements and contract directly with WBCP—without the delays or added costs of a traditional RFP process. The PPP/LPA partnership ensures that organizations can engage WBCP quickly, compliantly, and with confidence in the value and quality of service delivered. **Learn more here: https://wbcpinc.com/naco.**

It has been proven that great employees are looking for great employers, not just a paycheck. WBCP provides a broader perspective to recruitment services – going beyond securing the ideal candidate – we brand your organization as an employer of choice. We use eye-catching marketing materials, innovative search practices, and responsive and respectful communications with your applicants and stakeholders. **Additionally, we guarantee this placement for 12 months, and we provide a fair and equal recruitment process that also focuses on attracting ethnic and gender-diverse applicant pools.**

WBCP is talented at working with you to identify the strengths, challenges, and opportunities of this job, the ideal candidate, and your community and organizational culture. WBCP will work with your stakeholders to design a recruitment strategy that will include a customized engagement process. We will have a series of meetings, discussions, stakeholder interviews, and survey(s) to get to know you, the organization, the community, the culture, and the staff whom the future City Manager will lead.

My team and I know the California candidate marketplace and have many clients in your region, such as the **County of Orange, County of Los Angeles, City of Anaheim, City of Irvine, City of Long Beach, City of Laguna Beach, City of Riverside, City of Culver City, and City of Pasadena (just to name a few).** We have exceptional experience successfully recruiting for City Manager positions, with several recent notable recruitments including, but not limited to:

- **City Manager, City of Santa Monica, CA**
- **City Manager, City of Parlier, CA**
- **City Manager, City of Pasadena, CA**
- **City Manager, City of Santa Rosa, CA**
- **City Manager, City of Ventura, CA**
- **City Manager, City of Port Hueneme, CA**
- **City Manager, City of Oxnard, CA**

***To see a full list of our clients and successful recruitments, visit: https://tinyurl.com/8vjkk7w3***

We have over two decades of experience in public sector executive search services and have provided direct search services through WBCP since 2004. WBCP's executive recruiters are all highly personable and have unique backgrounds that make them well-equipped to take on your recruitments, as you will read their biographies in this proposal. WBCP now has offices in California, Oregon, Washington, Texas, and North Carolina.

# I. COVER LETTER

Recruiting top talent has become the number-one topic among administrators. New and innovative recruitment strategies are critical to identifying and securing candidates with a deep understanding of how to assess and meet community needs and address future challenges. WBCP understands the complexity of community leadership, and we are prepared to provide a thorough, complete, and fair recruitment process to provide a diverse applicant pool. **Upon our 2024 year-end review, we found that over the last three years 63% of our placed candidates came from diverse backgrounds.** In fact, we are often selected and told that we bring a larger, more qualified and diverse groups of candidates than they have ever received from past professional recruiters.

Clients also choose our firm over others because of our ability to work with your support staff and stakeholder group (including boards, appointed/elected officials, and engaged constituents), manage all details of a recruitment process, and secure great candidates. Our dedication and commitment to the client are complemented by our deep understanding and ability to effectively navigate challenging political climates.

DIVERSITY

**63%**

*of WBCP candidates placed in positions come from a diverse background*

Our clients have great things to say about the quality of the service we provide and the amazing candidates we find them, In fact, many of our clients are return customers. Please feel comfortable reaching out to these organizations to get their feedback directly.

Lastly, we love what we do, and we are passionate about finding exceptional candidates who are also passionate about serving others. WBCP's staff are driven and desire to exceed client expectations. I appreciate your consideration in retaining our services and hope to have an opportunity to work with you in the future.

Best Regards,



Wendi Brown | Founder/President, WBCP, INC.
wendi@wbcpinc.com | 541-664-0376
www.wbcpinc.com

# II. BACKGROUND & QUALIFICATIONS.....

**Principal:** Wendi Brown, President/CEO

**Company Legal Name:** WBCP, Inc. (W. Brown Creative Partners)

**Tax ID:** 81-5454037

**Website:** www.wbcpinc.com

**Phone:** 866-929-WBCP (9227) / 541-664-0376

**Address:**

- **Oregon (3 offices including WBCP, Inc. Headquarters):** 213 E Main St., Rogue River, OR, 97537; City of Grants Pass and City of Tigard
- **California (5 offices):** San Jose, Gilroy, Roseville, Los Angeles and Santa Barbara
- **Washington:** City of Seattle
- **Texas:** City of Dallas



## WOMEN OWNED

*WBCP is a 100% women-owned business, an S Corporation, not part of a parent company, and is a registered small business through the US Small Business Administration (SBA). WBCP is registered to do business in all states we serve, and files and pays California S Corporation and personal income tax to the State of California.*

## BUSINESS HISTORY

*WBCP, Inc. has been in business since 2004, and serves nonprofit and public sector organizations. WBCP offers a variety of services, including: partial and full service search services for individual contributor, supervisor, management and executive management positions; human resources consulting: organizational development, training, classification and compensation studies, analysis and assessments, etc.*

# II. BACKGROUND QUALIFICATIONS.....

WBCP has over 20 years of experience providing search services for public sector and non-profit organizations. We have successfully secured professionals and provided other consulting services in **California, Arizona, Colorado, Idaho, Nevada, New York, Oregon, Texas, Utah, and Washington.**

**Cities of:** Anaheim (CA), Arcata (CA), Ashland (OR), Astoria (CA), Atwater (CA), Berkeley (CA), Boulder City (NV), Calistoga (CA), Central Point (OR), Ceres (CA), Chandler (AZ), Colfax (CA), Corte Madera (CA), Culver City (CA), Davis (CA), Dunsmuir (CA), Duvall (WA), Fort Worth (TX), Fremont (CA), Fresno (CA), Garibaldi (OR), Gold Hill (OR), Grants Pass (OR), Hemet (CA), Hubbard (OR), Independence (OR), Irvine (CA), Laguna Beach (CA), Larkspur (CA), Lincoln (CA), Livermore (CA), Livingston (CA), Long Beach (CA), Medford (OR), Milpitas (CA), Napa (CA), Novato (CA), Oakland (CA), Orinda (CA), Oxnard (CA), Palo Alto (CA), Park City (UT), Pasadena (CA), Petaluma (CA), Phoenix (AZ), Phoenix (OR), Pismo Beach (CA), Port Hueneme (CA), Portola Valley (CA), Redding (CA), Riverside (CA), Rochester (NY), Rocklin (CA), Rogue River (OR), Roseville (CA), Sacramento (CA), San Francisco (CA), San Rafael (CA), Santa Maria (CA), Santa Monica (CA), Santa Paula (CA), Santa Rosa (CA), Solvang (CA), Sonoma (CA), South Pasadena (CA), Sutter Creek (CA), Talent (OR), Truckee (CA), Ventura (CA), Vernon (CA), Victorville (CA), West Hollywood (CA), Windsor (CA).

**Counties of:** Alameda (CA), Colusa (CA), Contra Costa (CA), Del Norte (CA), El Paso (CO), Fresno (CA), Humboldt (CA), Jackson (OR), King (WA), Lake (CA), Lane (OR), Los Angeles (CA), Marin (CA), Mariposa (CA), Mendocino (CA), Merced (CA), Mono (CA), Napa (CA), Nevada (CA), Orange (CA), Placer (CA), Riverside (CA), Sacramento (CA), San Benito (CA), San Bernardino (CA), San Diego (CA), San Francisco (CA), San Joaquin (CA), San Luis Obispo (CA), San Mateo (CA), Santa Barbara (CA), Santa Clara (CA), Santa Cruz (CA), Shasta (CA), Solano (CA), Sonoma (CA), Stanislaus (CA), Tehama (CA), Tuolumne (CA), Yolo (CA), Yuba (CA).

**Local and National Councils, Boards, and Districts:** Bear Valley Community Services District, Boulder Creek Fire Protection District, California Prison Industry Authority (CALPIA), Cosumnes Community Services District, Hass Avocado Board (HAB), Jackson County Fire District 5, Los Angeles County Employees Retirement Association (LACERA), Mendocino County Air Quality Management District, Metropolitan Transportation Commission (MTC), Modesto Irrigation District, Monterey One Water, Nevada Irrigation District, Newark Chamber of Commerce, North American Blueberry Council/U.S. Highbush Blueberry Council (NABC/USHBC), Oakland Housing Authority, Olivehurst Public Utility District, Orange County Employees Retirement System (OCERS), Placer County Transportation Planning Agency (PCTPA), Port of Long Beach (CA), Rogue Valley Sewer Services, Sacramento Area Flood Control Agency (SAFCA), Sacramento Area Sewer District, Sacramento Employment & Training Agency (SETA), Sacramento Public Library Authority, Sacramento Suburban Water District, San Benito Council of Governments, San Benito County Water District, San Joaquin County Employees' Retirement Association (SJCERA), San Joaquin Tributaries Authority, San Rafael Sanitation District (SRSD), San Ramon Valley Fire Protection District, Sonoma County Library, South Coast Air Quality Management District, Tri-City Mental Health Authority (TCMHA), Truckee-Donner Public Utility District (TDPUD), Tuolumne Utilities District, Valley Water, West Basin Municipal Water District.

**Nonprofit and Joint Powers Authorities (JPAs):** California Corrections, California Municipal Utilities Association (CMUA), Center Point, Central California Legal Services (CCLS), Community Food Bank, Community Works, Dogs for Better Lives/Dogs for the Deaf, Downtown Streets Team, East Bay Regional Communications Systems Authority, First 5 (Alameda County, California Association, Fresno, Santa Barbara County, San Mateo), Futures Without Violence (Family Violence Protect Fund), Gold Coast Health, Greater Richmond Interfaith Program (GRIP), LA Public Media, Latino Public Broadcasting, Los Angeles Unified School District (LAUSD), Northern Valley Catholic Social Service (NVCSS), Options Recovery, Radio Bilingüe, Sacramento County Superior Court, Sacramento Public Library Authority (SPLA), Santa Barbara Superior Court, Santa Cruz County Animal Services Authority, Teton County Joint Housing Authority (TCJHA), Transitions-Mental Health Association, Valley Consortium for Medical Education (VCME), Water Forum, West Angeles Church of God in Christ.

**Private Organizations:** CDS Publications, Central California Truck and Trailer, Morton & Pitalo, NAVA, SWEED, Tekmanagement, Touchstone Accounting.

**Consulting services (classification and compensation services, competency modeling, job description development, job family development, job analysis):** City of Fremont (CA), City of Medford (OR), City of Santa Maria (CA), City of Santa Paula (CA), County of Humboldt (CA), County of Mariposa (CA), County of Santa Barbara (CA), and County of San Luis Obispo (CA).

# II. BACKGROUND & QUALIFICATIONS.....

## INDUSTRIES

- Organizational Leadership
- Economic Development
- Facilities & Operations
- Financial, Administrative Services, Accounting, Auditing
- Health & Human Services, Housing, Unhoused
- HR, Risk, Labor/Employee Relations
- Information Technology
- Legal, Counsel, Clerk
- Library
- Marketing, Communications, PR
- Parks & Rec, Community Services, Arts
- Planning, Environmental, Community Development, Building, Transit
- Public Safety
- Public Works, Transportation, Engineering

***BELOW IS A LIST OF SIMILAR RECRUITMENTS WBCP HAS MANAGED:***

### ORGANIZATIONAL LEADERSHIP

- **City Manager, City of Atwater, CA**
- **City Manager, City of Boulder City, NV**
- **City Manager, City of Ceres, CA**
- **City Manager, City of Colfax, CA**
- **City Manager, City of Dunsmuir, CA**
- **City Manager, City of Garibaldi, OR**
- **City Manager, City of Gold Hill, OR**
- **City Manager, City of Independence, OR**
- **City Manager, City of Oxnard, CA**
- **City Manager, City of Pasadena, CA**
- **City Manager, City of Parlier, CA**
- **City Manager, City of Petaluma, CA**
- **City Manager, City of Phoenix, OR**
- **City Manager, City of Port Hueneme, CA**
- **City Manager, City of Santa Maria, CA**
- **City Manager, City of Santa Rosa, CA**
- **City Manager, City of Santa Monica, CA**
- **City Manager, City of Sonoma, CA**
- **City Manager, City of Talent, OR**
- **City Manager, City of Tillamook, OR**
- **City Manager, City of Ventura, CA**
- **City Administrator, City of Duvall, WA**
- **City Administrator, City of Hubbard, OR**
- **City Administrator, City of Rogue River, OR**
- **Town Manager, Town of Truckee, CA**
- **Town Manager, Town of Windsor, CA**
- **Town Manager, Town of Portola Valley, CA**
- **Assistant City Manager (Municipal Services), City of Sacramento, CA**
- **Assistant City Manager (Public Safety), City of Sacramento, CA**
- **Deputy City Manager, City of Long Beach, CA**
- Chief Executive Officer, CalPIA (California Prison Authority), CA
- Chief Executive Officer, Downtown Streets Team, CA
- Chief Executive Officer, Newark Chamber of Commerce, CA
- Chief Executive Officer, San Joaquin County Employees' Retirement Association (SJCERA), CA
- Chief Executive Officer, San Joaquin Tributaries Authority, CA
- County Executive Officer, County of Shasta, CA
- County Administrative Officer, San Benito County, CA

# II. BACKGROUND & QUALIFICATIONS.....

## ORGANIZATIONAL LEADERSHIP (CON'T)

- ACAO - Assistant County Administrator, County of San Joaquin, CA
- ACAO/HR Director, County of Mariposa, CA
- ACEO - Assistant County Administrative Officer, County of Santa Barbara, CA
- ACEO - Assistant County Executive Officer, County of Napa, CA
- General Manager, Bear Valley Community Services District, CA
- General Manager, Los Angeles Public Media, CA
- General Manager, Olivehurst Public Utility District, CA
- General Manager, Radio Bilingüe, CA
- General Manager, San Benito County Water District, CA
- General Manager, Santa Cruz County Animal Services Authority, CA
- General Manager, Tuolumne Utilities District, CA
- Chief Operating Officer, Futures Without Violence, CA
- Chief Operating Officer, WBCP Inc., OR
- Chief Operating Officer - IT and Administrative Services, Valley Water, CA
- Chief Operating Officer - Water Utility Enterprise, Valley Water, CA
- Chief Operating Officer/Executive Director, Valley Consortium of Medical Education, CA
- Assistant General Manager Water Operations, Modesto Irrigation District, CA
- Executive Director, California Municipal Utilities Association (CMUA), CA
- Executive Director, First 5 Association of California, CA
- Executive Director, Water Forum, CA
- Executive Director, San Benito Council of Governments, CA
- Executive Director, Placer County Transportation Planning Agency, CA
- Executive Director, Teton County Joint Housing Authority, ID
- Executive Director, Arts Commission, County of Santa Barbara, CA
- Executive Director, Latino Public Broadcasting, CA
- Executive Director, Northern Valley Catholic Social Service, Redding, CA
- Executive Director, Greater Richmond Interfaith Program, CA
- Executive Director, Options Recovery Services, CA
- Executive Director, Sacramento Employment and Training Agency (SETA), CA
- Executive Director, Pacific Gateway Workforce Innovation Network (PGWIN), City of Long Beach, CA
- Executive Director, Tri-City Mental Health Authority, CA
- Executive Director, First 5 Fresno, CA
- Executive Director, First 5 Santa Barbara County, CA
- Executive Director - Police Accountability Board, City of Rochester, NY
- Executive Director, San Joaquin Tributaries Authority, CA
- Assistant Executive Director, First 5 San Mateo, CA
- Chief Animal Control Officer, City of Sacramento, CA
- Chief Deputy Director, ISD, County of Los Angeles, CA
- Vice President/Business Development Director, WBCP Inc., OR
- Executive Vice President, Center Point, CA

Check out our full list of recruitments here: https://tinyurl.com/8vjkk7w3

## II. BACKGROUND & QUALIFICATIONS.....

# RECRUITING WITH DIVERSITY IN MIND

*Since partnering with the country's largest network of diversity job boards,* ***we have seen a 21% increase in diverse applicants and a 13% increase*** *in diverse candidates placed in positions with our clients. This demonstrates WBCP's dedication to expanding outreach and removing barriers to apply, ensuring access to a highly qualified and diverse applicant pool.*

**600 Diversity Job Boards:**

When you post a job with WBCP, it is automatically shared across 600 diversity job boards, maximizing reach and ensuring access to a wide and inclusive pool of talent. We also utilize the largest diversity database with over 160 million resumes and 15,000 community based organization contacts to expand our search.

**LinkedIn:**

As LinkedIn recruiters, we have access to over 1 Billion profiles, allowing us to evaluate candidates' backgrounds, education, experience, licensure, and more.

**AI:**

WBCP also leverages AI tools to gather additional information to effectively reach future applicants and candidates contact information for emails and phone numbers.

WBCP understands the complexities of meeting the needs of a diverse community, and we provide a thorough, complete, and fair recruitment process.

Streamline and Satisfy the RFP Process to receive recruiting on demand. Reach out to WBCP today for more information.

Scan to learn more!

## II. BACKGROUND & QUALIFICATIONS.....

# WHY CHOOSE WBCP

**Proven Expertise:**

- **Over 20 Years in Business and 100+ Years of Experience:** With over a century of combined experience, our recruitment professionals excel in public service sectors, including cities, counties, utilities, special districts, joint powers authorities, and non-profits. Our proven track record ensures expertise tailored to your needs.

- **100% Success Rate:** In 2024, we achieved a 100% success rate, successfully filling every position we managed including partial and full scope services from engineering, planning, finance, health and human services, legal, legislative, hard-to-fill civil service positions, and many more! We deliver results no matter what the challenge.

**Employer Recognition:** WBCP has been recognized as Oregon's TOP 100 EMPLOYERS.

**HR Teams Trust Us:** We simplify the recruitment process, managing every detail so HR teams can focus on other priorities. From sourcing candidates to scheduling interviews and providing updates, our seamless approach saves time, reduces stress, and ensures results.

**Strategic Marketing and Advertising:** Our marketing team designs targeted campaigns using diverse, cost-effective channels powered by AI. These campaigns maximize reach while staying within budget and include:

- Diverse Applicant Pools: Access to over 600 diversity-focused job boards, 15,000 diversity affiliations, and 120 million resumes ensures diversity is integral to our process.
- LinkedIn Recruiter Expertise: With access to 230 million U.S. profiles, we connect you with top-tier talent.
- AI-Driven Talent Acquisition: Advanced AI strategies enhance efficiency and uncover new candidate engagement opportunities.

**Trusted Partners and Culture Cultivators:** We go beyond finding candidates by building trust with your team and stakeholders. Our tailored strategies align top talent with your organizational culture, ensuring a collaborative and thoughtful recruitment process.

**Recruiting with Competencies:** Ensures a fair, measurable, and effective hiring process. This strategic approach helps identify the client's needs and then assesses candidates on the critical skills and behaviors for success.
**Benefits:**

- Fairness: Focuses on role-specific competencies.
- Measurability: Provides objective evaluation criteria.
- Better Matches: Aligns talent with organizational and cultural needs.
- Equitable: Reduces bias with standardized assessments.

Recruiting with competencies delivers high-quality, measurable solutions that ensure the best candidates for your team's success and cultural alignment.

**Timely and effective background and Reference Checks:** WBCP partners with a trusted third party for thorough background checks and relies on a 30-year public safety veteran, retired as a police chief, and an expert in employee investigations, to conduct expert reference verifications. This ensures accuracy, professionalism, and confidence in every hiring decision.

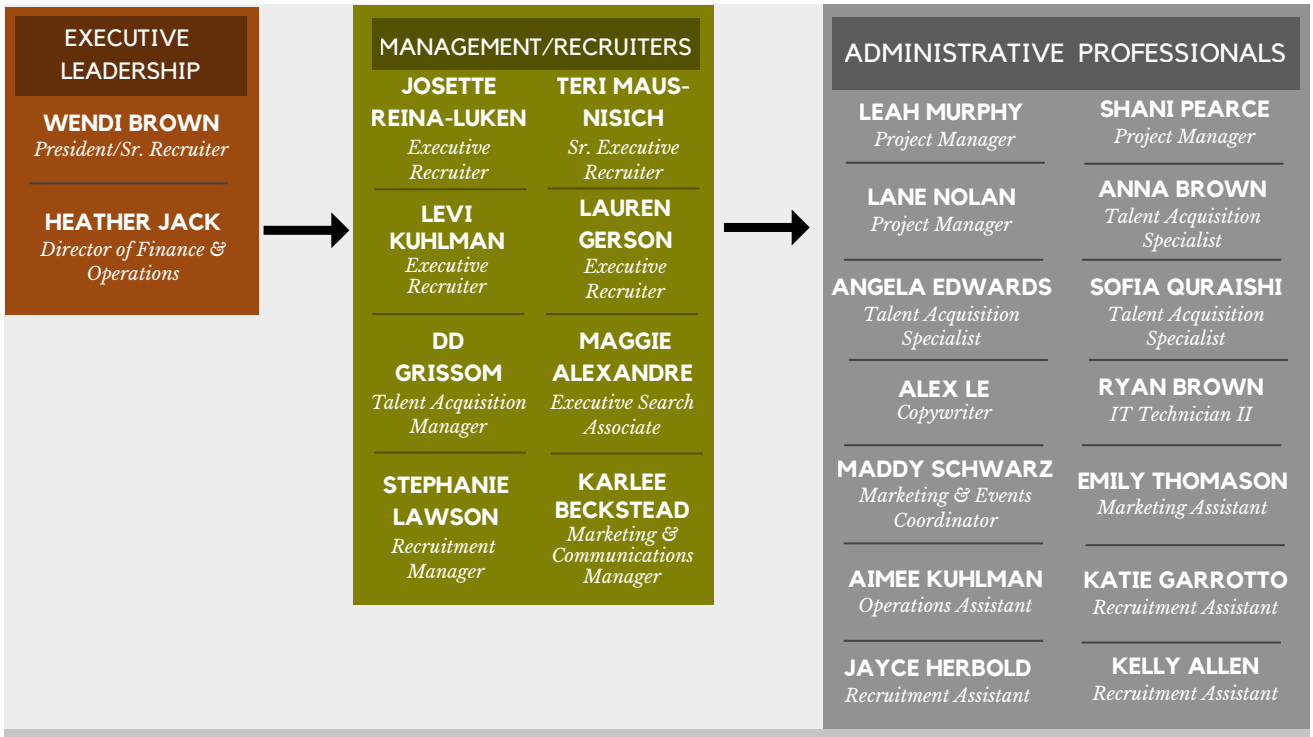
**Guaranteed Satisfaction:** We stand behind our work with a 12-24 month guarantee. If the initial placement doesn't work out, we will conduct a replacement search at no additional consulting fee, ensuring lasting value for your investment.

# III. GUARANTEE

WBCP Inc. provides either a placement guarantee, or a replacement guarantee as determined by the recruitment outcome and defined below:

**Successful Placement Guarantee:** We guarantee a successful placement and will provide continued consulting services for one additional recruitment at no extra consulting fee. The client will be responsible for any direct expenses.
**OR**
**Replacement Guarantee:** If a candidate selected and appointed by the client leaves their position for any reason before completing **12 months** of service, WBCP will provide consulting services at no additional cost to secure a replacement. The client will be responsible for any direct expenses. This guarantee applies to one replacement within one year of the candidate's departure.

# IV. ORGANIZATIONAL CHART




## CREATIVE PARTNERS / SENIOR ADVISORS

**BRUCE GRIFFITHS** — *Organizational Development/ IO Psychologist*
**STEVE BROWN** — *National Account Manager*
**BILL LANDIS** — *Public Safety Investigator*
**ALAN ROSEN** — *Executive Recruiter/ Sr. Facilitator*
**BERNIE LICATA** — *Organizational Development Consultant*
**SCOTT BECKSTEAD, JD** — *Sr. Advisor*
**MIKE LUKEN** — *Sr. Facilitator*
**WILLIAM RACOWSCHI** — *Fire/Public Safety*
**CHRISTY WURSTER** — *Sr. Facilitator*
**RIVKAH SASS** — *Retired Library Director/Sr. Facilitator*

## WBCP STATISTICS

WBCP is a 100% woman-owned business. Staff and consultants are a diverse mix of gender/ethnicity
Age ranges from 24 - 70+

# V. WBCP KEY STAFF.....

**WENDI BROWN**
*Lead Consultant/ Sr. Executive Recruiter*



I am the President of WBCP, with over 20 years of experience in marketing and advertising and combine this with my background in recruiting to successfully place hard-to-fill, management, and executive positions. My team and I are passionate about helping organizations improve their recruitment services, place great talent, conduct department assessments, redesign antiquated processes, revise job descriptions, conduct salary and benchmark studies, and more. I have worked in various industries – advertising and public relations, national real estate franchisor, global manufacturing – and I have worked with nonprofit and public sector organizations since 1999. Formerly, I was an internal Human Resources Consultant for the County of Orange, California, providing countywide communications, human resources, executive search, and recruiter training services to the Assistant Chief Executive Office/Human Resources Director and, at that time, 25 decentralized departments, with 17,000 employees, serving a community of 300,000. I have a Bachelor's of Science in Business Administration with an emphasis in Marketing from Colorado Technical University; have earned several certificates in Project Management, Global Business, Marketing, and Human Resources; and working toward a Master's in Management at Southern Oregon University.

**TERRI MAUS-NISICH**
*Sr. Executive Recruiter*



Terri Maus-Nisich holds a pivotal role as one of our Senior Executive Recruiters, leveraging her extensive background as a distinguished leader in local government. With a local government career spanning over 40 years, Terri's journey includes transformative roles within the County of Santa Barbara, where she ascended from Parks Director to Assistant County Executive Officer, overseeing vital municipal and health/human service departments. Her remarkable impact encompasses leadership in Homeless Services, Communications, and Emergency Management, driving community engagement, disaster recovery, and support for vulnerable populations. Before her tenure in Santa Barbara, Terri spent 15 years with the City of Santa Clarita in roles ranging from analyst to Deputy City Manager. Throughout her remarkable career, Terri prioritized strategic planning, organizational development, and innovative problem-solving, garnering numerous awards. She holds a Bachelor's Degree from UC Santa Barbara, a Masters of Public Administration from Cal State Northridge, and a graduate certificate from Harvard University's JFK School of Government.

# V. WBCP KEY STAFF

**LAUREN GERSON**
*Executive Recruiter*



Lauren Gerson is a seasoned Executive Recruiter at WBCP, where she draws on over 15 years of experience in career services, customer relations, and operations. Her recruiting expertise extends across various industries, with notable success in health and human services, utilities, and finance. Lauren has helped organizations across multiple states fill hard-to-hire positions at every level, from individual contributors to executives. Lauren's diverse professional journey began in operations and events management, where she honed her expertise in human resources, business management, and regulatory compliance. She later transitioned to career services, and prior to joining WBCP, worked with a career coaching company helping job-seekers better leverage their skills and overcome barriers to employment. Lauren holds a Bachelor's degree in Philosophy from Whittier College. She brings a unique perspective to her role, and is committed to making a positive impact both professionally and personally. With her unwavering dedication and client-centric focus, Lauren continues to drive success and excellence in executive recruitment at WBCP.

**LEVI KUHLMAN**
*Executive Recruiter*



Levi Kuhlman is an Executive Recruiter at WBCP, and an experienced professional with a multifaceted career spanning across executive recruitment, real estate, and entrepreneurship. He has worked extensively with local municipalities, special districts, and not-for-profit organizations across the Western region, with a focus in California, Oregon, and Idaho. Levi has conducted many successful recruitments in various industries including planning, rent stabilization and housing, engineering, finance, city management, transportation and transit, community development, building and safety, public safety, risk management, and information technology. Levi serves as a skilled and diplomatic liaison, earning a reputation for his personalized approach to recruiting. Before joining the ranks of WBCP, he advocated on behalf of tenants, landlord, and clients. With a diverse skill set and a commitment to excellence, Levi continues to make significant contributions to WBCP, his clients, and broadening the professional community one recruitment at a time.

# V. WBCP KEY STAFF

**JOSETTE REINA-LUKEN**
*Executive Recruiter*



Josette, an Executive Recruiter at WBCP, specializes in government finance and the water industry with nearly 30 years of experience. Her career began in IT, managing software implementations and leading training and sales teams. After earning her MBA, she transitioned to municipal agencies, holding various management positions, including Administrative Manager and Financial Manager. With expertise in budgeting, strategic planning, and organizational development, Josette has made significant contributions to the agencies she's served. She holds a Bachelor's Degree in Political Science/Public Administration from the University of South Florida, an MBA from the University of Phoenix, and certificates in Human Resources from the California State University and Leadership from the University of Davis.

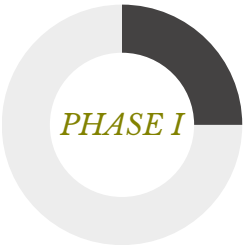
***REVIEW OTHER EMPLOYEES & CONSULTANT PARTNERS ON OUR WEBSITE: WWW.WBCPINC.COM/WBCP-TEAM***

# VI. RECRUITMENT STRATEGY / PHASES.....

**WBCP knows how to customize your search strategy to meet your unique recruitment needs.** We customize your recruitment based on the specific needs, target audience, and challenges for each recruitment; however, below is a baseline approach for most recruitments.

## CLIENT & STAKEHOLDER MEETINGS

We require the Client and/or Search Committee, and other stakeholders identified by the Client, be involved in the initial and final phases of this recruitment. These are critical phases to ensure we obtain a clear sense of the priorities and the successful hire of the right candidate. WBCP will meet with various stakeholders as warranted by the Client and the level of the position in the organization. These meetings will allow us an opportunity to gather information and gain knowledge about the organization, community, and unique aspects of the recruitment to design the ideal candidate professional profile, advertising materials, and strategic approach




## FEEDBACK OUTCOME / TIMELINE DEVELOPMENT

Following the Client/stakeholder meetings, we will develop a detailed timeline for the recruitment along with a proposed advertising plan for approval.

## CREATIVE DEVELOPMENT

Immediately following the client feedback activities, we will draft the competencies for the recruitment and advertising material/recruitment brochure for the Client's review. This information will summarize what was learned from Client-related interviews and will be used to advertise the opening.

## MARKETING STRATEGY & IMPLEMENTATION

WBCP will execute a customized marketing/ad plan once the job announcement is created. An ad plan could include the following (based on assumptions), and will be customized based on information gathered in Phase I:

### DIGITAL ADVERTISING WITH DIVERSITY IN MIND

WBCP utilizes digital advertising to obtain diverse applicant pools, leveraging local and national job boards, associations, and social media. In partnership with a diversity platform, our postings reach up to 600 local employment and diversity websites, connecting across 15,000+ community organizations and niche sites, tapping into a job bank of 2 million resumes. Upon our 2024 year-end review, we found that over the last three years 63% of our placed candidates came from diverse backgrounds.




### EMAIL & DIRECT MAIL ADVERTISING

In addition to tapping into WBCP's existing pool of potential applicants, we have the capability to access various professional lists. We actively seek out additional lists through associations, contacts, and other strategic channels.

### SOURCING/HEADHUNTING

WBCP employs a proactive approach by reaching out to targeted individuals and cultivating new connections through referrals from reputable sources. As a LinkedIn recruiter, we harness the power of over 350 million profiles to identify and engage with ideal candidates. Additionally, WBCP utilizes cutting-edge AI tools for precise Boolean searches, enabling us to uncover niche candidates effectively.

## COMMUNICATION WITH CLIENT

We will provide weekly updates on the progress of this search unless the client prefers more or less frequent communications. We tailor our communications in accordance with our Client's needs.

# VI. RECRUITMENT STRATEGY / PHASES.....

## RESUME ASSESSMENT

WBCP will review resumes as they are received and/or at the close of the recruitment. Those candidates determined to be the most highly qualified will be selected for a screening interview.

## SCREENING INTERVIEWS / REPORT TO CLIENT

WBCP does not restrict the number of applicants or candidates to be screened. Rather, we interview candidates who meet our ideal candidate criteria; frequently this group amounts to 20 candidates, or on average 20% of the applicant pool. Following the completion of the phone screen interviews, we will develop a report/recommended shortlist of candidates, which includes: resumes, cover letters, and a one-page profile summary of candidates' professional history, including a brief overview of WBCP's assessment and the results of their phone screen. We will meet with the selection committee/Client to review this report and select candidates for interviews. In this meeting, we will review the recruitment plan and discuss the final stages of the selection process.




## COMMUNICATION WITH CANDIDATES

WBCP will take responsibility for communicating with the applicants/candidates during each phase of the search process and Client should refer any inquiries from potential or existing applicants directly to WBCP.

## SELECTION PROCESS

WBCP will design and administer an appropriate final selection process based on the needs of the Client (tailored to the need and recruitment). WBCP will facilitate the invitation and coordination of these meetings/interviews and provide additional assessment tools/recommendations such as interview questions, writing and presentation exercises, problem solving scenarios, etc.

## COMMUNICATION WITH CLIENT

Following the interviews and the Client's top candidate(s) selection, we will assist the Client with facilitating a thorough background and reference check. A typical approach includes a review of federal, state, and local criminal background checks and academic verification by a licensed background agency. Reference checks are conducted over the phone by a senior consultant and a final report is provided to the Client. References are completed on candidate(s) being considered after initial/panel interviews.




## NEGOTIATIONS

Once the client reviews and is comfortable with the findings in the background and reference report, we are available to assist with negotiations on compensation, benefits, start date, and other transition details.

# VII. SCOPE OF WORK

- Facilitate initial kick-off meeting with Client and other meetings that may include Executive Leadership, staff, community, and other stakeholders to assist with identifying the ideal candidate profile.
- Assist Client hiring authority/stakeholders in modifying the job description (as needed), and develop a recruitment announcement, marketing materials, and advertising plan for the recruitment.
- Attend all other meetings and engagements as needed or identified by the Client.
- Implement advertising plan including: publication, headhunting, direct mail, and other online and email marketing efforts.
- Provide timely updates and progress reports to the client regarding search services; every two weeks or as Client identifies is needed.
- Preliminary internet searches will be conducted on recommended candidates.
- Coordinate interview panel(s) as needed, or coordinate this process with Client.
- Receive and review applicants and screen those applicants to identify top candidates. Top screened paper applicants will be video/phone screened by recruiter to identify the key competencies (technical and interpersonal) to assist in identifying the top group of candidates who will be recommended at the Client/WBCP shortlist meeting.
- Facilitate shortlist meeting with Client – review and select candidates who will be invited to interview.
- Coordinate invitations to candidates.
- Develop interview questions and other selection details to meet specific needs and identify key competencies of candidates.
- Facilitate interviews with panel(s).
- Background and reference checks will be conducted with candidates who are identified as final candidates after initial Client interviews have been conducted. Background checks will be conducted in accordance with local law and typically include the following: criminal (local, state, and federal), education, credit, social security. References will be conducted based on a 360-degree perspective and will include staff, peers, and superiors. Onsite background services are available at an additional fee (see fees for details)
- Facilitate offer and negotiations with selected candidate; as directed by Client.

# VIII. RECRUITMENT TIMELINE.....

*BELOW IS A SAMPLE OF AN EXECUTIVE SEARCH TIMELINE THAT WBCP WILL CUSTOMIZE FOR THIS RECRUITMENT*

## Week 1:

- Secure services with search firm, WBCP, Inc.
  - WBCP can schedule a Kickoff meeting as soon as we are selected.
- WBCP: review search parameters and recruiting processes with Client
  - Interview with hiring authority and other stakeholders for competencies
  - Identification of advertising venues and ideal candidate prospects
  - Calls, meetings, or coordination with other stakeholders for information gathering

## Weeks 1 + 2:

- Develop and approvals: recruitment process, deadlines, ad plan and strategy, recruitment timeline and brochure
- Print coordination (if applicable)

## Weeks 2 + 3:

- **OPEN RECRUITMENT AND AD PLAN:** Implement marketing plan and direct mail (if applicable)
- Secure panel member calendars
- Timeline may be extended if direct mail piece is included (i.e., print/postage)
- Finalize panel members and interview logistics and invitations to panel members

## Weeks 4, 5, + 6:

- Receive applications –Collect and source applicants will continue until recruitment closes

## Weeks 7 + 8:

- **CLOSE RECRUITMENT AND ADVERTISING**
- Conduct initial phone screen to identify shortlist of candidates
- Preliminary check on shortlist candidates (Google search)
- Candidate profiles developed and short list recommendations to client

## Weeks 9 + 10:

- **MEETING - Client confirms selection of candidates to be advanced to panel interviews**
- Finalize questions, presentation, in-basket (as determined)
- Coordinates invitations with selected top candidates (shortlist)
- Produce panel candidate interview packets

## Weeks 10 + 11:

- WBCP facilitates interview process – Interview process will be customized based on client and community needs:
  - **Day 1: Panel Interviews Conducted; Day 2: 2nd Interviews with executive leaders;**
  - 3rd interviews may be scheduled as needed with Boards/Commissions, etc.;
  - As needed schedule staff and/or community discussions/meetings

## Week 12:

- WBCP conducts background and reference checks (backgrounds may be conducted by Client if current contract exists)
- WBCP conducts full reference checks for candidate(s) selected for Board/Commission interviews; or when Client is interested in making an offer

## NEGOTIATIONS / HIRE:

- Hire date to accommodate possible candidate relocation
- Client (WBCP available to assist in process) conducts offer and facilitates salary negotiations with preferred candidate

# IX. REFERENCES

## 1-City of Santa Monica, California

**Similar Positions Filled:**

- City Manager

**Contact Information:**

- Michael Arnoldus, Human Resources Manager - Michael.Arnoldus@santamonica.gov | 310-458-8613
- Dana Brown, Director of Human Resources - Dana.Brown@santamonica.gov

## 2-City of Pasadena, California

**Similar Positions Filled:**

- City Manager

**Contact Information:**

- Tiffany Jacobs-Quinn, Human Resources Director - tjacobsquinn@cityofpasadena.net | 626-744-4126

## 3-City of Tillamook, Oregon

**Similar Positions Filled:**

- City Manager

**Contact Information:**

- Aaron Burris, Mayor - aburris@tillamookor.gov | 503-812-3257

## 4-City of Santa Rosa, California

**Similar Positions Filled:**

- City Manager

**Contact Information:**

- Maraskeshia Smith, City Manager - cmoffice@srcity.org | 513-256-1673
- Chris Rogers, Mayor - crogers@srcity.org | 707-543-3017

# X. MARKETING MATERIAL EXAMPLES

*Click below to see our marketing samples for similar positions. To see all of our brochures, visit: wbcpinc.com/closed-jobs-private/* and use the **password: wbcp202510***

- City Manager, City of Santa Monica, CA
- Town Manager, Town of Truckee, CA
- City Manager, City of Boulder City, NV
- City Manager, City of Colfax, CA
- City Manager, City of Petaluma, CA
- City Manager, City of Santa Rosa, CA
- City Manager, City of Pasadena, CA
- City Manager, City of Oxnard, CA
- City Manager, City of Sonoma, CA
- City Manager, City of Port Hueneme, CA

# XI. COST SHEET/TIMELINE POLICY.....

*WBCP will not limit the number of hours we work on a recruitment, rather we charge a flat rate and will spend the time necessary to ensure we are successful. Consulting fees will be billed in thirds at the beginning (open for applications and advertising campaign launched), middle (shortlist selection), and end of the recruitment process (selection made and background/ references concluded).*

## SERVICE COST PER RECRUITMENT

CITY MANAGER

| Description of Services/Deliverables: | Inclusive Rate per Recruitment: |
|---|---|
| **Consulting Services:** Phases I-IV in the proposal's recruitment strategy/phases section. | $28,900 |
| **Expenses Include:** Travel to client location (up to 2 trips); document shipping fees/delivery charges to facilitate virtual meetings, panel packet content; fees for background and reference checks; may include fee for one additional consultant to travel (and related expenses) and facilitate an additional panel for one day ($700/day); brochure/graphic design ($950); marketing and advertising which may include: print and postage (if applicable); online job boards; social media; sourcing; and may include flat fee pricing for: LinkedIn $395, InMails $300, Circa Diversity Job Boards $295, Zoom Info $299. These expenses will be billed based on what is expended and based on the needs of the client/recruitment. | Up to $5,500 - $7,900 (direct expenses not-to-exceed) |

## Additional Cost

Upon request, WBCP can coordinate candidate travel and related expenses. Since this service falls outside of the standard scope of work, clients who choose this option should anticipate an estimated travel reimbursement of up to $1,500 per non-local candidate. This estimate typically covers lodging, primary transportation, and/or a stipend.

## Timeline Policy

To ensure the success and efficiency of our recruitment services, the following policies regarding cost and timelines are in place:

1. **Timeline Development:** Timelines provided to our clients are valid for **10 business days**. If a timeline is not secured or confirmed within this period, it may no longer be available. In such cases, the timeline may be reassigned to another client, and a revised timeline will be provided.
2. **Work Performed Out of Scope:** To deliver optimal results, adherence to agreed-upon dates and times for critical recruitment milestones (e.g., shortlist meeting and interview dates) is required. Any changes to these timelines after the recruitment process has commenced may result in:
   a. **Forfeiture of the Recruitment Guarantee:** Deviating from the agreed timeline will void the recruitment services guarantee.
   b. **Additional Charges:** Adjustments to timelines will incur additional fees, billed at our standard hourly rate.

## Proposal Negotiations

*While our standard pricing reflects the value and quality of our recruitment services, we recognize that each client's needs are unique. As such, we are open to discussing pricing options and also offer flexible partial search services that can be tailored to meet your specific requirements.*

# XII. OTHER

## INSURANCE

WBCP and its sub-consultants have reviewed the contractual agreement and the Insurance Requirements. If selected, WBCP will execute said agreement and will provide the required insurance documents. WBCP will submit certificates of insurance as evidence of the required coverage limits. Insurance policies include: liability, errors and omissions, workers compensation, and vehicle insurance.

## CONFIDENTIALITY SAFEGUARDS

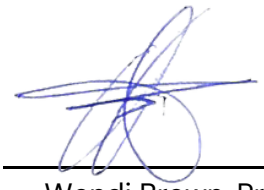
Confidentiality is paramount in the work we do. We ensure that the client and candidate information we receive, and conversations with our client (and certainly discussions in closed session) are kept confidential. There are several physical safeguards we have in place including: locked and alarmed office space, password, and encryption protected information on our computers and servers, multiple backup systems. As information is shared with our client, we discuss the importance of confidentiality and why it is important to the candidates they are considering but also brands the organization appropriately. We also ask candidates who are interviewed to keep candidate information confidential, as they may see or meet a candidate during the process. We emphasize that confidentiality is not just until the recruitment is completed, and a candidate is hired, confidentiality is in perpetuity. Leaked information is not a reputation that a client wants to receive, as this could deter future applicants from applying.

## ORGANIZATIONAL DIVERSITY STATEMENT

WBCP embraces cross-cultural diversity and we are committed to equitable treatment and elimination of discrimination in all its forms at all organizational levels and throughout all consulting practices, including search services. We strive to reach diverse groups of people to inform them of leadership opportunities. Upon our 2024 year-end review, we found that over the last three years, 70% of our applicants and 63% of our placed candidates came from diverse backgrounds. We will make extensive efforts to attract a qualified applicant pool that represents a broad range of gender and ethnically diverse individuals.

## FORCE MAJEURE

Client agrees that WBCP, Inc. is not responsible for any events or circumstances beyond its control (e.g., including but not limited to war, riots, embargoes, strikes, and/or Acts of God) that prevent WBCP, Inc. from meeting its obligations under this Agreement.



Wendi Brown, President — SEPTEMBER 3, 2025 (Date)

Client, Title — Date

**CITY OF CYPRESS**

**CITY COUNCIL REPORT**

**City Council Regular** **17.**

**FROM:** David Burke, Mayor

**DATE:** 09/22/2025

**SUBJECT:** **Consider the First Reading of an Ordinance Updating the Order of Business at City Council Meetings to Allow for Changes to Oral Communications Structure**

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## RECOMMENDATION

Consider the first reading of an Ordinance updating the Municipal Code relating to the Order of Business at City Council meetings to allow for the City Council directed changes to Oral Communications.

## DISCUSSION

At the June 23 City Council meeting, Mayor Burke requested the City Council discuss Oral Communications during City Council meetings. At the July 14 City Council meeting, the City Council held the requested discussion and approved recommended changes drafted by Mayor Burke. Implementation of the approved changes require an amendment to the Municipal Code, a draft of which is included in the attached Ordinance prepared by the City Attorney. If approved, the attached Ordinance will become effective 30 days after City Council approval of the second reading.

The Oral Communications structure approved by the City Council at the July 14 meeting is attached.

## BUDGET IMPACT

None.

## LEGAL REVIEW

The attached Ordinance was drafted by the City Attorney.

**APPROVED BY:** Sean Joyce, City Manager

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**Attachments**

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, AMENDING SECTION 2-2.9 OF THE CYPRESS MUNICIPAL CODE RELATING TO THE ORDER OF BUSINESS AT CITY COUNCIL MEETINGS

WHEREAS, the City Council (the "City Council") of the City of Cypress (the "City") is authorized to establish rules of conduct for its proceedings pursuant to Government Code section 36813; and

WHEREAS, the conduct of City Council meetings is governed by Section 2 of the City's Municipal Code and Robert's Rules of Order; and

WHEREAS, Cypress Municipal Code Section 2.2-9 subsection (a) provides for the order of business to be followed at City Council meetings; and

WHEREAS, the City Council wishes to update the order of business provisions in the Cypress Municipal Code to allow members of the public to provide oral communications on all items of City business at the beginning of City Council meetings, irrespective of whether the topic involves agenda or non-agenda items; and

WHEREAS, the City Council finds that affording members of the public the right to speak at the beginning of City Council meetings without having to wait until the end of the business items to discuss items that do not appear on the agenda best accommodates the public need and convenience; and

WHEREAS, by adoption of this Ordinance, the City Council wishes to amend Cypress Municipal Code Section 2-2.9(a).

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CYPRESS DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby specifically finds that all of the facts set forth in the above Recitals are true and correct and incorporated herein as findings of the City Council.

SECTION 2. Subsection 2-2.9(a) of the Cypress Municipal Code is hereby revised as follows (additions in **bold underline**; deletions in ~~**bold strikethrough**~~):

"§ 2-2.9 Same—Order of business.

(a) All meetings of the council shall be open to the public. Promptly at the hour set by law on the day of each regular meeting, the council members, city manager, city clerk and the city attorney shall take their assigned stations in the council chambers and the business of the council shall be taken up for consideration and disposition in the following order, unless otherwise changed by resolution of the council.

(1) Call to order;
(2) Roll call;
(3) Oral communications on closed session/ workshop items;
(4) Closed session; workshop;

(5) Presentations;
(6) Oral communications on agenda and non-agenda items;
(7) Consent calendar; minutes;
(8) Public hearings;
(9) New business;
(10) Items removed from consent calendar;
(11) Continued items;
(12) Items from council members;
~~(13) Oral communications on items not on the agenda;~~
(~~14~~**13**) Council member reports from city-affiliated boards and committees, and remarks;
(~~15~~**14**) Council member items for future consideration;
(~~16~~**15**) City manager reports;
(~~17~~**16**) Adjournment."

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

SECTION 5. Effective date. This Ordinance shall become effective thirty (30) days from its adoption.

SECTION 6. Certification. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Cypress at a regular meeting held on the ____ day of September, 2025.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Ordinance was duly adopted at a regular meeting of said City Council held on the _____ day of September, 2025, by the following roll call vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

_____
CITY CLERK OF THE CITY OF CYPRESS

# Prepared by Mayor Bruke
# City Council Public Comment Structure

## Current Method
- Comments on agenda items, in person or virtual (3 minutes at beginning of meeting)
- General comments, in person only (3 minutes at the end of the meeting)

## Proposed Method
- General comments, in person or virtual, (3 minutes at beginning of meeting)
- Comments on agenda items, in person or virtual (3 minutes per item, after the staff report or presentation but before council discussion. Consent calendar counts as one item.)

## Benefits of Proposed Change
- Residents know exactly when the general comment period begins
- The council would hear comments on agenda items when the items are discussed
- Residents would hear the initial report or presentation before comments on agenda items
- Residents can comment in person or virtually for agenda items and general comments

**CITY OF CYPRESS**

**CITY COUNCIL REPORT**

**City Council Regular** **18.**

**FROM:** Leo Medrano, Mayor Pro Tem

**DATE:** 09/22/2025

**SUBJECT:** **Consider the First Reading of an Ordinance Relating to the City Council Decorum Rules and Code of Ethics**

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## RECOMMENDATION

Consider the first reading of an Ordinance relating to the City Council decorum rules and code of ethics.

## DISCUSSION

At the September 8 City Council meeting, Mayor Pro Tem Medrano requested an item be added to the agenda regarding City Council civility/decorum.

## BUDGET IMPACT

None.

## LEGAL REVIEW

The attached Ordinance was drafted by the City Attorney.

**APPROVED BY:** Sean Joyce, City Manager

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**Attachments**

Ordinance

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ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CYPRESS, CALIFORNIA, AMENDING SECTIONS 2-2.15 AND 2-2.22 OF THE CYPRESS MUNICIPAL CODE RELATING TO THE CITY COUNCIL DECORUM RULES AND CODE OF ETHICS

WHEREAS, the City Council (the "City Council") of the City of Cypress (the "City") is authorized to establish rules of conduct for its proceedings pursuant to Government Code section 36813; and

WHEREAS, the conduct of City Council meetings is governed by Section 2 of the City's Municipal Code and Robert's Rules of Order; and

WHEREAS, Cypress Municipal Code Section 2.2-15 subsection (a) currently provides for limited rules addressing City Council rules of decorum; and

WHEREAS, Cypress Municipal Code Section 2-2.22 currently provides the code of ethics as applied to City Council Members; and

WHEREAS, the City wishes to update and provide more robust decorum and ethics rules guiding City Council meetings in the hope of providing clear standards guiding Council Members' conduct during City Council meetings; and

WHEREAS, by adoption of this Ordinance, the City Council wishes to amend Cypress Municipal Code Sections 2-2.15 and 2-2.22.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CYPRESS DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby specifically finds that all of the facts set forth in the above Recitals are true and correct and incorporated herein as findings of the City Council.

SECTION 2. Subsection 2-2.15(a) of the Cypress Municipal Code is hereby revised as follows (additions in **bold underline**; deletions in ~~**bold strikethrough**~~):

"§ 2-2.15Council meetings—Decorum.

(a) By council members.

(1) Conduct. While the council is in session, the council members must preserve order and decorum, and a council member shall neither by conversation, by the utterance of loud, threatening, profane**, disparaging** or abusive language, or by engaging in any other disorderly conduct at any council meeting, delay or interrupt **the orderly conduct of** council proceedings. A council member's persistence in discussing an agenda item or any other matter before the council after the matter has been called to a vote, shall constitute a violation of this subsection. Council members shall obey the orders of the council or the presiding officer. The following rules shall be obeyed:

(i) Council members shall keep any remarks clear, concise and on-topic.

(ii) When there are differences of opinion, council members shall focus on debating the facts of the situation and avoid personalities. Council members should seek to build on the ideas of others and look for common ground~~.~~**, embrace dissent and give open-minded consideration to different viewpoints.**

(iii) Council members shall be prepared at council meetings, including by reading their agendas with enough time to ask questions prior to the council meeting. Every effort will be made to ask questions before the council meeting so that the city manager or the city attorney, as applicable, has ample time to research the question before the council meeting.

(iv) Council members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.

**(v) Council members shall not interrupt other Council members when they are recognized to speak and shall not applaud, boo or make other sounds or gestures that could have the tendency to disrupt the speaker.**

**(vi) Council members shall exercise self-control and avoid comments that have a likelihood to degrade respectful Council decorum and deliberations.**"

SECTION 3. Section 2-2.22 of the Cypress Municipal Code is hereby revised as follows (additions in **bold underline**):

"§ 2-2.22. Same—Code of ethics.

The following principles shall constitute the Cypress code of ethics, applicable to all council members. Council members, upon the adoption of this ordinance or upon entering office, shall sign a statement affirming they read and understood the code of ethics. In addition, this code of ethics shall be periodically reviewed and updated by the council.

(a) Act in the public interest. Recognizing that stewardship of the public interest must be their primary concern, council members will work for the common good of the community and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the council. To this end, **Council members shall demonstrate teamwork amongst themselves, and their decisions and public statements shall prioritize the public's interest over their personal or political goals or objectives.**

(b) Comply with the law. Council members shall comply with the laws of the nation, the State of California and the City of Cypress in the performance of their public duties. These laws include, but are not limited to: the United States and California Constitutions; the Charter; the Municipal Code; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government. Council members shall also comply with all applicable city policies and procedures.

(c) Conduct of council members. The professional and personal conduct of council members must be above reproach and should avoid even the appearance of impropriety. Council members shall refrain from abusive conduct, personal charges or verbal attacks

upon the **actions,** character or motives of other council members, city staff or public**, whether at Council meetings or at all other times when on city facilities**. **Council members shall be courteous and respectful in their statements and consideration of matters before them.**

(d) Respect for process. Council members shall perform their duties in accordance with the processes and rules of order established by the council governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the council by city staff.

(e) Incompatible employment. No council member shall engage in or accept private employment, or render services for private interests, when such employment or service is incompatible with the proper discharge of his/her official duties or would tend to impair his/her independence of judgment or action in the performance of his/her official duties.

(f) Use of public property. No council member shall request or permit the use of city owned vehicles, equipment, materials or property for personal convenience or profit, except when such services are available to the public generally, and in the same manner as available to the public, or are provided as city policy for the use of such official in the conduct of official business. No official shall use the time of any city employee during working hours for personal purposes.

(g) Contracts with city. Council members shall not have a financial interest in any business transaction, or contract with the city, or in the sale of real estate, materials, supplies or services to the city, except as permitted in the conflict of interest statutes of the state.

(h) Disclosure of interest in legislation. A council member who has a financial or other private interest in any legislation shall disclose on the records of the city council or other appropriate authority the nature and extent of such interest.

(i) Conflict of interest. In order to assure their independence and impartiality on behalf of the common good, council members shall not use their official positions to influence government decisions in which they have a material financial interest. In accordance with the law, council members shall disclose investments, interests in real property, sources of income and gifts; and abstain from participating in deliberations and decision-making where conflicts, as determined under applicable laws, may exist. Council members should endeavor to consult with the city attorney before any council meeting to allow an evaluation by the city attorney of any potential conflict.

(j) Confidential information. Council members shall respect the confidentiality of information concerning the property, personnel or affairs of the city. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.

(k) Advocacy. When representing the city while serving on or appearing before other government agencies or in court, council members shall represent the official policies or positions of the council to the best of their ability when designated as delegates for this purpose. When representing the city while serving on or appearing before other government agencies or in court, council members shall advocate policies that are in the best interest of the city over their own personal interests. When presenting their individual

opinions and positions, council members shall explicitly state they do not represent the council or the city, and shall not allow the inference that they do.

(l) Positive workplace environment. Council members shall support positive and constructive workplace environment for city employees and for citizens and businesses dealing with the city. Council members shall recognize their special role in dealings with city employees not provide direction to city staff in violation of the city charter."

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

SECTION 5. Effective date. This Ordinance shall become effective thirty (30) days from its adoption.

SECTION 6. Certification. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Cypress at a regular meeting held on the ____ day of September, 2025.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Ordinance was duly adopted at a regular meeting of said City Council held on the _____ day of September, 2025, by the following roll call vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

_____
CITY CLERK OF THE CITY OF CYPRESS

**CITY OF CYPRESS**

**CITY COUNCIL REPORT**

**City Council Regular** **19.**

**FROM:** Bonnie Peat, Council Member

**DATE:** 09/22/2025

**SUBJECT:** **Consider a Resolution Opposing Proposition 50 on the November 4, 2025 Ballot**

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## RECOMMENDATION

Consider a Resolution opposing Proposition 50 on the November 4, 2025 ballot.

## DISCUSSION

At the September 8 City Council meeting, Council Member Peat requested the City Council consider a Resolution opposing Proposition 50 on the November 4, 2025 ballot.

## BUDGET IMPACT

None.

## LEGAL REVIEW

None required.

**APPROVED BY:** Sean Joyce, City Manager

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**Attachments**

Resolution

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RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CYPRESS ADOPTING A POSITION OF OPPOSITION TO PROPOSITION 50 ON THE NOVEMBER 4, 2025 BALLOT

WHEREAS, Proposition 50, appearing on the November 4, 2025 California ballot, proposes to amend the California Constitution to alter the process for drawing congressional districts; and

WHEREAS, the current process, established by voters, assigns the responsibility for drawing congressional districts to the independent California Citizens Redistricting Commission, designed to operate in a non-partisan manner; and

WHEREAS, Proposition 50 would transfer authority to draw congressional districts from the California Citizens Redistricting Commission to the State Legislature; and

WHEREAS, the independent California Citizens Redistricting Commission was created to ensure fair and impartial district boundaries, including safeguards to keep cities, counties, and local communities together; and

WHEREAS, Proposition 50 would remove existing safeguards intended to maintain the integrity of local communities in the redistricting process; and

WHEREAS, Proposition 50 proposes diving communities, forcing some cities and counties to be split among multiple congressional districts under the measure's new maps and diminishing their voice in Congress; and

WHEREAS, the City Council of the City of Cypress recognizes the importance of maintaining a transparent and independent redistricting process to uphold public trust in electoral systems; and

WHEREAS, the City Council of the City of Cypress believes that Proposition 50 undermines the voter-approved framework for fair redistricting in California.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cypress, hereby adopts an official position of opposition to Proposition 50 on the November 4, 2025 ballot.

PASSED AND ADOPTED by the City Council of the City of Cypress at a regular meeting held on the __ day of ___, 2025.

_____
MAYOR OF THE CITY OF CYPRESS

ATTEST:

_____
CITY CLERK OF THE CITY OF CYPRESS

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I, ALISHA FARNELL, City Clerk of the City of Cypress, DO HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the said City Council held on the ___ day of ___, 2025, by the following roll call vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

_____
CITY CLERK OF THE CITY OF CYPRESS