



CITY OF PITTSBURG
AMENDED AGENDA

SEPTEMBER 15, 2025

CITY HALL COUNCIL CHAMBER
65 CIVIC AVENUE, PITTSBURG, CA

CLOSED SESSION
5:30 PM

REGULAR MEETING
7:00 PM

CITY COUNCIL
PITTSBURG ARTS AND COMMUNITY FOUNDATION
PITTSBURG POWER COMPANY
SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT DISTRICT II
SUCCESSOR AGENCY

Jelani Killings, Mayor/Chair
Dionne Adams, Vice-Mayor/Chair
Angelica Lopez, Council Member/Board Member
Juan Antonio Banales, Council Member/Board Member
Arlene Kobata, Council Member/Board Member

FOR HOUSING AUTHORITY:
S.L. Floyd, Housing Authority Member
Annie Hill Herring, Housing Authority Member

Pittsburg City Council regular meetings are held the first and third Mondays of each month at 7:00 p.m. The Housing Authority meets in conjunction with the City Council on the third Monday of each month. The Pittsburg City Council meets regularly in the Council Chamber at 65 Civic Avenue, unless otherwise noted above. The City Council also sits as the Board of Directors of several other City agencies. The stipends for all agency members conform to state statutes governing compensation amounts. All other Agencies meet on an as needed basis and will be listed above if applicable. Copies of the open session agenda packets, which are distributed to the City Council, are on file in the office of the City Clerk, 65 Civic Avenue, Pittsburg, California, and are available for public inspection, beginning 72 hours in advance, during normal business hours (8:00 a.m. – 5:00 p.m., Monday through Friday, except from noon to 1:00 p.m. and City holidays). The agenda and reports are also located on the City's website at www.pittsburgca.gov. Additionally, if any reports or documents, which are public records, are distributed to the City Council less than 72 hours before the meeting, those reports and documents will also be available for public inspection in the City Clerk's Office and on the day of the meeting in the Council Chamber at the public counter area below the dais.

AUDIENCE REMARKS

The Audience Remarks period is for the public to comment on any items scheduled to be heard during the Closed Session portion of the meeting, if applicable.

5:30 PM - CONVENE IN CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION pursuant to Section 54956.9(d)(1)
Center for Biological Diversity v. City of Pittsburg et al, Contra Costa County Superior Court, case no. N24-2162
2. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:
City designated representatives: Maria Aliotti, Jennifer Brizel, Jordan Davis
Employee organization: Pittsburg Police Managers Group
3. PUBLIC EMPLOYMENT Pursuant to Section 54957
City Manager
4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Section 54956.8
Property: 1000 Center Drive APN 086-100-049;-050;-051;-052
City negotiators: Maria Aliotti, Jordan Davis
Negotiating party: Discovery Builders Inc.
Under negotiation: Price and terms of payment

7:00 PM - CONVENE IN OPEN SESSION FOR REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATIONS

5. Presentation on Temporary Outdoor Food Vendors

PROCLAMATIONS

The standing proclamation(s) were published as part of the agenda. The proclamation(s) will be posted on the City's website and social media accounts as appropriate.

6. Inspire Pittsburg - Pittsburg Kiwanis
7. **National Hispanic Heritage Month**

CITY MANAGER REPORTS/REMARKS

The City Manager may make brief announcements or informal comments at this time and brief the Council on items of interest. (No Action Required)

PUBLIC COMMENTS

Members of the audience who wish to address the City Council or Agency Boards on issues that are not scheduled for the agenda and on any items listed as part of the Consent Calendar should complete a Speaker's Card available at the dais. Please read the card carefully in order to fill out the card properly. Submit the completed card to the City Clerk before the item is called, preferably before the meeting begins. Individuals will be given three minutes to address the Council unless additional time is allowed as provided for spokespersons. Prior to speaking, each member of the public shall state their name and business and City of residence in a clear and audible tone of voice. (No Action Required)

COMMITTEE REPORTS

Council Members may make a report on their committee assignments at this time. (see attached list of adhoc committees and other public agencies in which Council members participate). (No Action Required)

PUBLIC HEARING

8. Adoption of a City Council Resolution Approving the 2024-2025 Community Development Block Grant Consolidated Annual Performance and Evaluation Report

The Housing and Community Development Act of 1974, as amended, requires all Community Development Block Grant (CDBG) entitlement jurisdictions to prepare and submit a Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) by September 30th of each year. The CAPER is a "report card" that documents how well the City has met its goals during the period of July 1, 2024 through June 30, 2025 (Program Year) in helping low to moderate income residents of Pittsburg with a variety of services and improvements utilizing CDBG funds.

CONSIDERATION

9. Adoption of a City Council Resolution Authorizing the City Manager to Execute an Intergovernmental Support Agreement with Military Ocean Terminal Concord for Small Construction and Design Services

The Military Ocean Terminal Concord (MOTCO) is seeking the services of the City of Pittsburg (City) for small construction and design services. This resolution will authorize the execution of an Intergovernmental Support Agreement (IGSA) between MOTCO and the City to provide these services.

10. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Cooperative Agreement with East Contra Costa Regional Fee and Financing Authority for Project 2041 – Bailey Road Improvements Phase I

The East Contra Costa Regional Fee and Financing Authority (ECCRFFA) supports the establishment and administration of a uniform regional development fee program that funds and implements regional road improvement projects in the East County area. This resolution will authorize the execution of a Cooperative Agreement between ECCRFFA and the City of Pittsburg to fund the design phase for Project 2041 – Bailey Road Improvements Phase I (Project).

CONFLICT OF INTEREST STATEMENT

City Council/Agency Members may make any conflict of interest declarations pertaining to Consent Calendar items at this time.

COMBINED CITY COUNCIL, PITTSBURG ARTS AND COMMUNITY FOUNDATION, PITTSBURG POWER COMPANY, SOUTHWEST PITTSBURG GHAD II AND SUCCESSOR AGENCY CONSENT CALENDAR

11. Minutes of August 18, 2025
12. Receive and File the Treasurer's Report for the Quarter Ending June 30, 2025

Each fiscal quarter, an Investment Summary Report is provided to the City Council for review. The report includes the combined detailed information of the City and the Successor Agency's (Agency) investments, which are compliant with the City and Agency's Investment Policies. This Treasurer's Report is for the fiscal quarter ending June 30, 2025.

13. Adoption of a City Council Resolution Designating a Voting Delegate and an Alternate for the League of California Cities 2025 Annual Conference and Expo

Every year, the League of California Cities (Cal Cities) convenes a member-driven General Assembly at the Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policies. The City Council must appoint a voting delegate and an alternate.

14. Adoption of a City Council Resolution Authorizing the City Manager to Negotiate and Execute a Contract for Meter Reading Supplies with Badger Meter, Inc.

The City's water system distributes potable water to approximately 19,690 residential, commercial, industrial, and institutional customers. Public Works crews maintain the water meters and purchase necessary supplies under an annual contract with vendor, Badger Meter. If approved, the resolution will authorize the City Manager to negotiate and execute a contract with Badger Meter for meters and meter reading supplies.

15. Adoption of a City Council Resolution Accepting Project 2029 – Zone 4 Pavement Management as Complete and Authorizing the City Engineer to File a Notice of Completion

Project 2029, Zone 4 Pavement Management (Project) implemented various pavement treatments including overlay, three-layer treatment, cape seal, micro-surfacing, base repair, and crack sealing to rehabilitate local/residential streets. This resolution will accept the construction contract as complete and authorize the City Engineer to file a Notice of Completion.

16. Adoption of a City Council Resolution Authorizing the City Manager to Accept a Community Grant from the United States Environmental Protection Agency and Enter into a Grant Agreement

The City was selected for a \$959,752 federal earmark through the House Appropriations Committee and is eligible for receipt of grant funds through the administering party, the United States Environmental Protection Agency (US EPA) under the Safe Drinking Water State Revolving Fund Community Grants Program. The grant-funded project will identify and install alternative power technology to supplement the energy consumption of the City's Water Treatment Plant (WTP) with off-grid, less expensive energy.

17. Adoption of a City Council Resolution Authorizing Participation in Future Settlements Regarding Nationwide Opioid Litigation Settlements and Directing Funds to Contra Costa County

The City has been receiving payments from settling manufacturers and distributors involved in the Nationwide Opioid Litigation since Fiscal Year 2021-22. Use of the settlement funds is restricted. The City has been notified of additional pending settlement opportunities, requiring a decision on participation to be made in the next two or three weeks. Staff recommends participation in settlements and, where we are given the choice of payee, including settlements we already participate in, directing settlement proceeds to Contra Costa County (the County). The County is better suited to implement behavioral health programs to prevent and treat opioid addiction and in light of the restrictions on the uses of the settlement funds.

18. Adoption of a City Council Resolution Accepting Project 2028 – Crestview Drive Safety Improvements as Complete and Authorizing the City Engineer to File a Notice of Completion

Project 2028 – Crestview Drive Safety Improvements (Project) installed pavement markings, raised medians, and pedestrian crossings at six intersections throughout the City. This resolution will accept the construction contract as complete and authorize the City Engineer to file a Notice of Completion.

19. Adoption of a City Council Resolution Accepting the Plans and Specifications and Awarding Project 3333 – California Theatre Restroom

Project 3333 – California Theatre Restroom (Project) is for the construction of an accessible backstage restroom for the California Theatre. Adoption of this resolution will accept the Project plans and specifications and award a construction contract to N G Builder Company.

20. Adoption of a City Council Resolution Accepting Project 2038 – Citywide Roadway Improvements as Complete and Authorizing the City Engineer to File a Notice of Completion

Project 2038 – Citywide Roadway Improvements (Project) installed and upgraded traffic advisory signs with new fluorescent sheeting, replaced damaged poles, and relocated existing signage to locations compliant with the Manual on Uniform Traffic Control Devices (MUTCD). This resolution will accept the construction contract as complete and authorize the City Engineer to file a Notice of Completion.

21. Adoption of a City Council Resolution Accepting the Military Equipment Annual Report, Determining the Use of Equipment Complied with Policy 706, and Determining that Policy 706 will Continue

State law requires the Police Department to provide the City Council with an annual report on military equipment use. On review of the report, the City Council determines whether use of the equipment complied with existing policy, and whether to continue with the policy or make any changes.

22. Adoption of a City Council Resolution Appointing Maria Aliotti as Interim City Manager

The proposed action adopts a Resolution appointing Maria Aliotti as Interim City Manager.

23. Adoption of a Pittsburg Power Company Resolution Approving the 2024 Annual Power Source Disclosure Report to the California Energy Commission

California Public Utilities Code Section 398.1 requires all retail suppliers of electricity products to file an annual report with the California Energy Commission (CEC) disclosing resources or fuel types of power procured and sold to end-use customers. Pittsburg Power Company (PPC) provides electricity retail service on Mare Island, Vallejo, under the name of Island Energy (IE) and is required by law to disclose the sources of its energy procurement and sales to its end users on Mare Island. The CEC requires the Governing Board of PPC to approve its 2024 Annual Power Source Disclosure (PSD) Report.

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

Council Members may request items to be considered for future agendas. An item will only be brought forward with a majority vote and will appear on a future agenda with staff recommendations for further Council consideration.

COUNCIL MEMBER REMARKS

Council Members may make brief announcements or informal comments at this time. (No Action Required)

ADJOURNMENT TO OCTOBER 6, 2025

NOTICE TO PUBLIC

GENERAL INFORMATION

Copies of the open session agenda packets, as distributed to the City Council, are on file in the office of the City Clerk, 65 Civic Avenue, Pittsburg, California, and are available for public inspection, beginning 72 hours in advance, during normal business hours (8:00 a.m. – 5:00 p.m., Monday through Friday, except City holidays). Full agenda packets are also located on the City's website at www.pittsburgca.gov. If any reports or documents, which are public records, are distributed to the City Council less than 72 hours before the meeting, those reports or documents will be available for public inspection in the City Clerk's Office and on the day of the meeting in the Council Chamber at the public counter area below the dais.

SPEAKER'S CARD

Members of the audience who wish to address the City Council on issues that are not scheduled for the agenda and on any items listed as part of the agenda should complete a Speaker's Card available at the dais. Please read the card carefully in order to fill out the card properly. Submit the completed card to the City Clerk before the item is called, preferably before the meeting begins. Individuals will be given up to three minutes to address the Council unless additional time is allowed as provided for spokespersons. Speakers are not permitted to yield their time to another speaker. Prior to speaking, each member of the public shall state their name and business and City of residence in a clear and audible tone of voice. Pursuant to the Brown Act, no action may be taken by the City Council on items not already scheduled on the agenda; however, the City Council may refer your comments/concerns to staff or request that the item be placed on a future agenda.

PUBLIC HEARINGS

Persons who wish to speak on Public Hearings listed on the agenda will be heard when the Public Hearing is opened, except on Public Hearing items previously heard and closed to public comment. After the public has commented, the item is closed to public comment and brought to the Council/Agency level for discussion and action. Further comment from the audience will not be received unless requested by the Council/Agency.

There is a 90-day limit for the filing of a challenge in the Superior Court to certain City administrative decisions and orders which require a hearing by law, the receipt of evidence, and the exercise of discretion. The 90-day limit begins on the date the decision is final (Code of Civil Procedure Section 1094.6). Further, if you challenge an action taken by the City Council in court, you may be limited, by California law, including but not limited to Government Code Section 65009, to raising only those issues you or someone else raised in the public hearing, or in written correspondence delivered to the City Council prior to or at the public hearing. The City Council may be requested to reconsider a decision if the request is made prior to the next City Council meeting, regardless of whether it is a regular or special meeting.

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

In compliance with the Americans with Disabilities Act, the City of Pittsburg will provide special assistance for disabled residents. Upon request, an agenda for any meeting shall be made available in appropriate alternative formats. The Council Chamber is equipped with sound amplifier units for use by the hearing impaired. The units operate in conjunction with the Chamber's sound system. You may request the sound amplifier from the City Clerk for personal use during Council meetings. If you need special assistance to participate in this meeting, or are requesting a specially formatted agenda, please contact the City Clerk at (925) 252-4850. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting or provide the requested agenda format. (28 CFR 35.102-35.104 ADA Title II)

DISRUPTIVE CONDUCT

The Council requests that you observe the order and decorum of our Council Chamber by turning off or setting to vibrate all cellular telephones and electronic devices, and that you refrain from making personal, impertinent, or slanderous remarks. Boisterous and disruptive behavior while the Council is in session, and the display of signs in a manner which violates the rights of others or prevents others from watching or fully participating in the Council meeting, is a violation of our Municipal Code and any person who engages in such conduct can be ordered to leave the Council Chamber by the Mayor.

LIVE MEDIA BROADCASTING ADVISEMENT

City Council meetings are webcast live on the City's website at www.pittsburgca.gov on the Agendas and Live Meetings page. Past meetings and approved minutes are also archived on that webpage. Watch the live meeting via the City's webcast (www.pittsburgca.gov - Agendas and Live Meetings), on Comcast Channel 24 Delta TV, AT&T U-Verse Channel 99 Delta TV. Contact the City Clerk's office at (925) 252-4850 for more information

City Council Agency/Liaison/Subcommittee Assignments as of July 21, 2025

OUTSIDE AGENCY BOARDS	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
ABAG	Dionne Adams / Jelani Killings (Alt.)	Standing	Annual		G. Evans
Delta Diablo*	Jelani Killings / Arlene Kobata (Alt.)	Standing	2nd Wednesday	4:30 PM	J. Samuelson
East Co. Co. County Habitat Conservancy	Arlene Kobata / Juan Banales (Alt.)	Standing	4th Monday (Bi-Monthly)	2:00 PM	J. Davis
East County Water Management	Juan Banales / Jelani Killings (Alt.)	Standing	Bi-Annual	1:00 PM	J. Samuelson
MCE Clean Energy Board	Arlene Kobata / Angelica Lopez (Alt.)	Standing	3rd Thursday	6:30 PM	D. Buchanan
TRANSPLAN / ECCRFFA	Juan Banales / Dionne Adams (Alt.)	Standing	2nd Thursday	6:30 PM	J. Samuelson
Tri-Delta Transit (2 reps)**	Angelica Lopez & Dionne Adams / Jelani Killings (Alt.)	Standing	4th Wednesday	4:00 PM	J. Samuelson
LIASISON	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
East Bay League of California Cities	Jelani Killings / Dionne Adams (Alt.)	Standing	3rd Thursday		G. Evans
Green Empowerment Zone	Arlene Kobata / Jelani Killings (Alt.)	Standing	3rd Friday (Bi-Monthly)	9:30 AM	J. Davis
Los Medanos Health Advisory Committee	Arlene Kobata & Jelani Killings	Ad Hoc	As needed		M. Aliotti
Mayor's Conference	Jelani Killings / Dionne Adams (Alt.)	Standing	1st Thursday	6:30 PM	G. Evans
Pittsburg Police Activities League (PAL)	Arlene Kobata & Angelica Lopez / Dionne Adams (Alt.)	Standing	Monthly		S. Albanese
School Districts Committee (2x2)	Jelani Killings & Angelica Lopez / Juan Banales (Alt.)	Standing	Quarterly		M. Aliotti
SUBCOMMITTEES	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
Community and Economic Development	Jelani Killings & Dionne Adams / Angelica Lopez (Alt.)	Standing	2nd Wednesday	5:30 PM	J. Davis
Development Agreement	Jelani Killings & Dionne Adams	Ad Hoc	As needed		J. Davis
Finance Management	Juan Banales & Jelani Killings / Dionne Adams (Alt.)	Standing	3rd Friday	5:00 PM	P. Rodrigues
Infrastructure and Transportation	Juan Banales & Dionne Adams / Angelica Lopez (Alt.)	Standing	4th Thursday	5:30 PM	J. Samuelson
Tenant Protections	Juan Banales & Angelica Lopez	Ad Hoc	As needed		S. Bellafronte
Life Enrichment	Dionne Adams & Angelica Lopez / Arlene Kobata (Alt.)	Standing	3rd Wednesday	5:30 PM	K. Simonton
Pittsburg Arts and Community Foundation	Angelica Lopez & Jelani Killings	Standing	As needed		K. Simonton
Public Safety	Arlene Kobata & Angelica Lopez / Jelani Killings (Alt.)	Standing	1st Wednesday	5:30 PM	S. Albanese

*Stipend of \$170 per month

** Stipend of 100 per month



Proclamation

NATIONAL HISPANIC HERITAGE MONTH

September 15-October 15, 2025

WHEREAS, Hispanic Heritage Month is from September 15 to October 15 and is an annual celebration of the history and culture of the U.S. Latin and Hispanic communities; and

WHEREAS, the theme for 2025 is "Collective Heritage: Honoring the Past, Inspiring the Future"; and

WHEREAS, we celebrate this month to recognize the achievements and contributions of Hispanic American champions who have inspired others to achieve success that better our future; and

WHEREAS, the City of Pittsburgh recognizes the importance of the influence and contributions of the Hispanic heritage and we are honored that it helps shape our community's future together.

NOW, THEREFORE, I, Jelani Killings, on behalf of the City Council of the City of Pittsburgh, do hereby proclaim the days of September 15 through October 15, 2025, as "National Hispanic Heritage Month" and encourage all residents to honor this observance with programs, activities, and ceremonies to learn and promote the Latino-Hispanic contributions.



A handwritten signature in black ink, appearing to read "Jelani Killings".

Jelani Killings, Mayor

A handwritten signature in blue ink, appearing to read "Alice E. Evenson".

Alice E. Evenson, City Clerk



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Maria M. Aliotti - Interim City Manager

SUBJECT: Adoption of a City Council Resolution Approving the 2024-2025 Community Development Block Grant Consolidated Annual Performance and Evaluation Report

MEETING DATE: September 15, 2025

EXECUTIVE SUMMARY

The Housing and Community Development Act of 1974, as amended, requires all Community Development Block Grant (CDBG) entitlement jurisdictions to prepare and submit a Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) by September 30th of each year. The CAPER is a “report card” that documents how well the City has met its goals during the period of July 1, 2024 through June 30, 2025 (Program Year) in helping low to moderate income residents of Pittsburg with a variety of services and improvements utilizing CDBG funds.

FISCAL IMPACT

The CDBG program is a federally funded program. Activities and staffing expenses associated with the program are paid by HUD.

RECOMMENDATION

City Council open the public hearing, consider the 2024-2025 CAPER, receive testimony, close the public hearing, consider the public comments, and adopt a Resolution approving the 2024-2025 CAPER for submission to HUD.

BACKGROUND

HUD regulations require the City to submit the CAPER to report on the CDBG activities and programs undertaken during the Program Year. These activities were previously approved on May 06, 2024 by Resolution 24-14462 in the 2024-2025 Annual Action Plan.

The CAPER provides a concise summary of the CDBG funding available and expended in the Program Year. These monies funded activities and programs that address the priority needs and specific objectives identified in the Contra Costa Consortium 2020-2025 Consolidated Plan (2020-2025 Consolidated Plan) and those that met the national objectives and community development goals.

As required, the CAPER consists of specific program narratives, an assessment of annual performance, and an assessment of progress toward meeting goals and objectives contained in the 2020-2025 Consolidated Plan. In addition, the CAPER provides the number of people assisted with CDBG funding in the Program Year, amount of funds budgeted and used for approved activities and programs, and actions by the City to affirmatively further local and Contra Costa County Consortium objectives.

SUBCOMMITTEE FINDINGS

The CAPER for fiscal year 2024-2025 was discussed and reviewed at the Life Enrichment Subcommittee meeting on August 20, 2025.

STAFF ANALYSIS

The preparation of the CAPER consists of an analysis of the year-end reports submitted by the subrecipients. These reports provide a summary of each subrecipient's program goals accomplished, problems encountered, and success stories.

Activities undertaken during the Program Year consist of the following:

- \$112,087 was expended by four (4) organizations funded under the Public Services category. The Public Service activities included programs providing meals for the homeless and low-income persons, medical care for the homeless and people without medical insurance, and community gardens providing fresh produce to low-income families. A total of 3,594 low-income residents were served and 1,900 meals were served.
- \$65,707 was expended towards Economic Development activities that provided job training and placement along with programs that assist micro-enterprises. Under this category, 37 people received job training and 3 were placed in administrative positions. In addition, 18 people opened and expanded childcare

services.

- A total of \$838,496 in CDBG funds were expended on Infrastructure and Public Facilities improvements, which included the installation of 38 curb ramps in target areas to enhance accessibility. This also included Roadway Safety Improvement Projects, for which \$162,374 was allocated in FY 2022-2023 and \$200,000 was allocated in FY 2023-2024. While the funds were allocated in those program years, the projects were completed in the current reporting year.
- In Fiscal Year 2024-2025, two housing rehabilitation loans were approved under the Housing Rehabilitation Program. One project was completed during the fiscal year, while the other is pending final completion by a different contractor due to unforeseen issues. In addition, two other loan applications were reviewed but denied, as the proposed rehabilitation work did not meet HUD eligibility criteria.
- \$128,380 was expended for Program Administration and Community Planning.

The City utilized its CDBG funds to assist low to moderate income residents. The targeted total persons or households to be served were 1,950 during the Program Year. At year-end, a total of 2,296 individuals or households were served. Community Development Block Grant (CDBG) funds enable the City to foster a more livable, functional, and attractive community for all residents.

As required, the public comment period commenced on August 29, 2025, and ended on September 14, 2025. Copies of the draft 2024-2025 CAPER were made available for review online on the City's website. Interested parties were encouraged to send comments on the draft 2024-2025 CAPER during the comment period.

ATTACHMENTS: Resolution
 Draft CAPER

Report Prepared By: Ishani Rasanayagam, Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving the 2024-2025 Community)
Development Block Grant Consolidated)
Annual Performance and Evaluation Report)

RESOLUTION NO. 25-

WHEREAS, the Housing and Community Development Act of 1974, as amended, requires all Community Development Block Grant (CDBG) entitlement jurisdictions to prepare and submit a Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) by September 30th of each year; and

WHEREAS, the CAPER is a “report card” that documents how well the City met its goals during the period of July 1, 2024 through June 30, 2025 (Program Year) in helping low income residents of Pittsburg with a variety of services and improvements utilizing CDBG funds; and

WHEREAS, the CAPER provides a concise summary of the CDBG funding available and expended in the Program Year; and

WHEREAS, these monies funded activities and programs that address the priority needs and specific objectives identified in the Contra Costa Consortium 2020-2025 Consolidated Plan (2020-2025 Consolidated Plan) and those that met the national objectives and community development goals; and

WHEREAS, the CAPER consists of specific program narratives, an assessment of annual performance, and an assessment of progress toward meeting goals and objectives contained in the 2020-2025 Consolidated Plan; and

WHEREAS, the CAPER provides the number of people assisted with CDBG funding in the Program Year, amount of funds budgeted and expended for approved activities and programs, and actions by the City to affirmatively further local and Contra Costa County Consortium objectives; and

WHEREAS, the City complied with public participation requirements by soliciting comments and holding a public hearing on September 15, 2025; and

WHEREAS, the City will submit a final version of the CAPER, incorporating all public comments received to HUD on or before September 30, 2025.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburgh hereby approves the 2024-2025 CAPER.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 15th day of September 2025, by the following vote

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST BY:

Alice E. Evenson, City Clerk

2024-2025
Community Development
Block Grant
Consolidated
Annual Performance
and Evaluation Report



City of Pittsburgh
65 Civic Avenue
Pittsburg, CA 94565

Duns Number: 1979275128

SUBMITTED TO HUD ON SEPTEMBER 30, 2025

Public Review and Comment Period:

August 29– September 14, 2025

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

This Consolidated Annual Performance and Evaluation Report (CAPER) covers the accomplishments under the Community Development Block Grant (CDBG) program for the period of July 1, 2024 to June 30, 2025 (Program Year). It is the City's goal to utilize CDBG funds to improve the quality of life for Pittsburg residents; especially the low and moderate income population.

Activities undertaken during the Program Year consists of the following:

- \$112,087 was expended by four (4) agencies funded under the Public Services category. The Public Service activities included programs providing meals for the homeless and low income persons, medical care for the homeless and people without medical insurance, and community gardens providing fresh produce to low income families. A total of 3,594 low income residents were served and over 1,900 meals were served.
- \$65,707 was expended by three (3) organizations funded under Economic Development. Activities included the provision of job training and placement along with programs that assist micro-enterprises. Under this category, 37 people received job training and 3 were placed in administrative positions. In addition, 18 persons opened and expanded childcare services
- \$838,496 was expended towards Infrastructure and Public Facilities improvements.

In FY 2022–2023, the Engineering Department was awarded \$200,000 in CDBG funding for Citywide Roadway Safety Improvements, with the project identified for Crestview Drive. The project did not move forward during the program year due to lingering impacts of COVID-19, supply chain challenges, and staff turnover. The City requested and received HUD approval to roll over the project into FY 2023–2024.

In FY 2023–2024, the Engineering Department was awarded an additional \$162,374 for roadway safety improvements. However, the same challenges persisted, preventing the project from advancing. The City requested and received HUD approval to roll over the funding from both FY 2022–2023 and FY 2023–2024 into FY 2024–2025.

In FY 2024–2025, the Engineering Department was awarded \$202,184 for roadway safety improvements on Linscheid Drive. Based on the prior implementation challenges, the City completed a budget revision to reallocate all funds toward staff time, design, construction, and other related pre-construction costs to allow the project to begin moving forward.

As of the close of FY 2024–2025, all funds awarded for roadway safety improvements in FY 2022–2023, FY 2023–2024, and FY 2024–2025 have been fully expended. The projects included the construction of rapid flashing beacons, medians at 3 intersections, replacing traffic circle to a more permanent structure, bulbouts, 2 crosswalks and improvements on striping and pavement

markings. For the roadway safety improvements on Linscheid Drive, the City has completed the design phase for three roundabouts so far. This project is expected to be completed in January 2025.

In FY 2024–2025, the Engineering Department was awarded \$273,938 in CDBG funding for the ADA Ramp Project. This project was successfully completed on time and within budget, without any implementation challenges. The project included the construction of 38 ADA ramps at HUD designated census tracts locations.

In FY 2024–2025, two Housing Rehabilitation Loans were approved under the City's Housing Rehabilitation Loan Program. One loan was successfully completed within the fiscal year. The second loan encountered challenges when the selected contractor was unable to complete the project; the homeowner is currently seeking a different contractor to finish the work.

During the same fiscal year, two additional loan applications were reviewed but denied, as the proposed repairs did not meet the program's criteria for urgent housing needs.

\$128,380 was expended for Program Administration and Planning.

The City utilized its CDBG funds to assist low to moderate income residents throughout the Program Year. The targeted total persons or households to be served were 1,950 during the Program Year. The year-end total number of persons or households actually served were 2,296. Additionally, the goal was to serve 1,600 meals, but 1,900 meals were actually provided. These outcomes reflect the City's commitment to using CDBG funds to build a more livable, functional, and attractive community for all residents.

Table 1 - Accomplishments - Program Year

Goal	Category	Funding	Outcome				
AH-3: Maintain and Preserve Affordable Housing	Affordable Housing		Indicator	Expected	Actual	Unit of Measure	Percent complete
			Homeowner Housing Rehabilitated	3	1	Household Housing Unit	33.33 %
CD-1: General Public Services	Non-Housing Community Development		Indicator	Expected	Actual	Unit of Measure	Percent complete
			Public service activities other than Low/Moderate Income Housing Benefit	3380	7689	Persons Assisted	227 %
CD-3: Youth	Non-Housing Community Development		Indicator	Expected	Actual	Unit of Measure	Percent complete
			Public service activities other than Low/Moderate Income Housing Benefit	0	0	Persons Assisted	0 %
CD-6: Economic Development	Non-Housing Community Development		Indicator	Expected	Actual	Unit of Measure	Percent complete
			Jobs created/retained	1	1	Jobs	100.00 %
			Businesses assisted	20	22	Businesses Assisted	110.00 %
CD-7: Infrastructure and Accessibility	Non-Housing Community Development		Indicator	Expected	Actual	Unit of Measure	Percent complete
			Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	0	0	Persons Assisted	0 %
H-2: Homeless Prevention and Services (Non-Shelter)	Homeless		Indicator	Expected	Actual	Unit of Measure	Percent complete
			Homelessness Prevention	0	0	Persons Assisted	0 %

Table 2 - Accomplishments - Strategic Plan to Date

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete
AH-1: Increase Affordable Rental Housing Supply	Affordable Housing	CDBG: \$	Rental units constructed	Household Housing Unit	0	0	
AH-1: Increase Affordable Rental Housing Supply	Affordable Housing	CDBG: \$	Rental units rehabilitated	Household Housing Unit	0	0	
AH-2: Increase Affordable Supportive Housing	Affordable Housing	CDBG: \$	Rental units constructed	Household Housing Unit	0	0	
AH-2: Increase Affordable Supportive Housing	Affordable Housing	CDBG: \$	Rental units rehabilitated	Household Housing Unit	0	0	
AH-3: Maintain and Preserve Affordable Housing	Affordable Housing	CDBG: \$ / Successor Agency: \$	Homeowner Housing Rehabilitated	Household Housing Unit	10	4	40%

AH-3: Maintain and Preserve Affordable Housing	Affordable Housing	CDBG: \$ / Successor Agency: \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	0	0	
CD-1: General Public Services	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	3,460	4,094	100%
CD-2: Non-Homeless Special Needs	Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0	
CD-3: Youth	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0	
CD-4: Fair Housing	Non-Housing Community Development	CDBG: \$	Other	Other	10	11	10%
CD-5: Tenant/Landlord Counseling	Non-Housing Community Development	CDBG: \$	Other	Other	45	33	-26.7%
CD-6: Economic Development	Non-Housing Community Development	CDBG: \$	Jobs created/retained	Jobs	15	21	40%
CD-6: Economic Development	Non-Housing Community Development	CDBG: \$	Businesses assisted	Businesses Assisted	20	37	85%
CD-7: Infrastructure and Accessibility	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	13,645	13,645	100%
CD-8: Administration	Non-Housing Community Development	CDBG: \$ / Successor Agency: \$	Other	Other	\$128,350	\$128,350	100%

H-1: Permanent Housing for the Homeless	Homeless	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	0	
H-1: Permanent Housing for the Homeless	Homeless	CDBG: \$	Other	Other	0	0	

DRAFT

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The 2020-2025 Consolidated Plan identifies a list of housing and community development needs. A Strategic Plan was produced to establish the priority of needs and objectives specific to Pittsburgh. The objectives are intended to meet the identified priority needs. There were three priority needs category identified in the 2020-2025 Consolidated Plan:

- **Affordable Housing** – It is a priority to maintain and preserve the existing affordable housing stock, including single family residences owned and occupied by lower-income households, multi-family units at risk of loss to the market, and housing in deteriorating or deteriorated lower income neighborhoods.

The purpose of addressing a community's non-housing needs, in addition to its housing needs, is to help create more livable, better functioning, and more attractive communities by integrating economic, physical, environmental, community, and human development programs in a comprehensive and coordinated fashion so that families and communities can thrive while working together.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	336
Black or African American	39
Asian	34
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	11
Total	420
Hispanic	336
Not Hispanic	463

Table 1 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Limited English Proficiency (LEP) - In order to better serve Pittsburgh's LEP residents, the City has a Language Assistance Plan (LAP). The LAP was updated in 2017 to encourage involvement and participation by LEP persons in programs or activities that are HUD funded. According to the 2023 American Factfinder Community Survey, approximately 20% of Pittsburgh's population is Asian. However, the individual percentages of the ethnicities that make up the Asian category are less than 5%, with the exception of the Filipino community. Hispanic

and Latino individuals make up 44% of the community. Staff solicits participation during the CAPER, Consolidated Plan and Annual Action Plan process by posting the public hearing notices in English, Spanish and Tagalog.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	641,748	640,971
Other	public - state	150,000	49,337

Table 2 - Resources Made Available

Narrative

The subrecipients fully utilized the funds allocated to them. However, the Infrastructure project—Road Safety Improvement—faced challenges, including delays in the design process and receiving non-qualifying bids. The project was re-bid, and a qualifying bidder was selected, with the bid receiving approval at the City Council meeting on August 5th, 2024.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of Pittsburgh	100	100	City

Table 3 – Identify the geographic distribution and location of investments

Narrative

The City leverages Federal, State, and local resources to the greatest extent feasible to assist with the needs identified in the 2020-2025 Consolidated Plan.

The City's Police Department received the following grants which enables the City to carry out a wide range of community development activities directed toward revitalizing neighborhoods and developing viable urban communities by providing a suitable living environment for low- and moderate-income households.

- CHP Cannabis Tax Grant - \$52,000
- Office of Traffic Safety - \$150,000
- US Department of Justice Assistance - JAG - \$37,029
- Board of State and Community Corrections – Officer Wellness and Mental Health Grant Program - \$62,485
- Tobacco - \$687,963 - funds one Police Officer for tobacco enforcement for a period of 36 months

The Police Department applied for the following grants and the decision from the granting authority is still pending.

- ABC (Alcohol Beverage Prevention and Education Enforcement) - \$86,554
- California Department of Justice Tobacco Enforcement Grant - \$86,554

The City's Environmental Services Department received a \$16,037 grant to support the administration of the Local Enforcement Agency (LEA). The funding covered staff time, equipment, and training.

In addition, the City of Pittsburg was awarded a \$14,500 MPA Risk Safety Grant to launch a safety and wellness campaign aimed at reducing workplace injuries and workers' compensation leave. This initiative includes training, wellness programs, and employee recognition.

Additionally, the department has secured a total of \$7,199,969 in grant funding for a range of projects. These funds are from the following sources:

- CalRecycle Local Enforcement Agency
- CalRecycle Used Oil
- CalRecycle SB 1383 OWR3
- CalRecycle Beverage Container Recycling Grant
- US EPA Brownfield Multipurpose
- Delta Conservancy Prop 68 Planning
- Delta Conservancy Climate, Access, Resilience (CAR) Grant
- MCE Rebates & CCTA grant funding (a)
Charge!
- Energy Efficiency and Conservation Block Grant Program
- ECRG Round 1
- DOE Energy Efficiency & Conservation Block Grant Program
- Department of Boating & Waterways Pump Out Grant (Marina Division)

Funds are being utilized for initiatives such as the installation of EV chargers, the reduction of greenhouse gas (GHG) emissions, and efforts to enhance coastal resilience at the Marina, among other sustainability and environmental projects. A total of \$3.3 Million was invested in the Railroad Avenue beautification projects recently completed, of which \$2.9 million for improvements were funded by a Caltrans grant. This beautification project will directly impact underserved communities of color in Pittsburg. These improvements include a park and landscape improvements in underdeveloped open areas, repairs to aging street medians, and the creation of a natural walking corridor.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to

address the needs identified in the plan.

The City of Pittsburg's 5-Year Capital Improvement Program (CIP) is a multi-year planning instrument for construction of new facilities and infrastructure, and for the expansion, rehabilitation, or replacement of existing City-owned assets. The 5-Year CIP is developed by City Staff and is adopted by the City Council as a guide for prioritization of various projects to accomplish community goals. The CIP is updated regularly to reflect changing priorities and funding availability, and to remove projects that have been completed.

This 5-Year CIP for Fiscal Year (FY) 2024/25 through FY 2028/29 includes 64 current or new projects with a total estimated cost of \$564,781,372 for the benefit of the residents of Pittsburg, and projects proposed by Pittsburg Power Company at the Island Energy facility on Mare Island in Vallejo. Each of the proposed projects meets one or more of the following criteria:

- Elimination of potentially hazardous or unsafe conditions and potential liability
- Replacement of high-maintenance, inefficient or ineffective infrastructure
- Improvement to and/or creation of new services to the public
- Outside agency regulatory requirements and mandates
- Stimulation of the local economy/ elimination of blighted conditions
- Compliance with the City of Pittsburg General Plan
- Preservation of existing assets

The schedule and prioritization of CIP projects are based on available funding, public benefit, and funding restrictions. Staff has solicited comments from department management and other City staff to evaluate projects proposed for inclusion in the CIP. All of the projects on the list have been evaluated and ranked. Funding that is proposed for the projects listed are according to their priority ranking or available funding. Staff obtains funding projections and available funding for current and future projects from the City's Finance Department and applies them to the CIP accordingly. These projects will receive further evaluation in the next 5-Year CIP update planned for FY 2025/26.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 4 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	5	2
Number of households supported through Acquisition of Existing Units	0	0
Total	5	2

Table 5 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

In an effort to produce affordable housing, Pittsburg is part of the HOME Consortium with Contra Costa County. The purpose of the HOME program is to expand the supply of decent, safe, sanitary, and affordable housing for very low and low-income households. HOME funds may be used for projects to acquire, rehabilitate, and construct housing for lower-income households in the Consortium area. HOME funds cannot be used for half-way houses or student housing. HOME funds are typically only eligible for new HOME projects. Except in rare circumstances, it is not permissible to invest additional HOME funding during the HOME affordability term into a project that has previously been awarded funds. The HUD HOME term for new construction projects is 20 years and up to 15 years for acquisition/rehabilitation projects.

Goals:

- 1) Increase Affordable Rental Housing Supply. Expand housing opportunities for extremely low-income, very low-income, and low-income households by increasing the supply of decent, safe, and affordable rental housing.

The Atchison Mixed-Use Development Project was mentioned in the CAPER for FY 2023-2024 since it was under construction. The development consists of 202 residential units and 13,669 square feet of commercial space and has 100 apartment units for very low-income households earning 50% of area median income (AMI) and 100 units for low-income households earning 70% of AMI. The remaining two units will be occupied by property managers. Apartment rents range from \$1,085 to \$1,867 for a studio; \$1,411 to \$1,995 for a one-bedroom unit; and \$1,395 to \$2,382 for a two-bedroom unit. There is currently one apartment available, a one-bedroom unit.

The City is preparing to issue a Request for Proposal (RFP) for the Bliss Avenue Development. This RFP includes that 25% of the 300 residential units be restricted to be affordable units.

The City is also partnering with HOPE Solutions on the construction of HOPE Village, a transitional housing project for young adults (TAY) aged 18–25, consisting of 14–17 units. The City plans to provide a forgivable loan using Housing Successor Agency funds to support the project

Accessory Dwelling Units (ADUs), are a growing strategy in Pittsburg to expand the supply of affordable housing. ADUs can be built on existing single-family properties, either as detached units, garage conversions, or additions to the main home. For low-income families, ADUs can provide an affordable rental option in established neighborhoods, often at lower costs than traditional apartments. They also create opportunities for homeowners to generate rental income, which can help stabilize household finances and prevent foreclosure or displacement. By increasing the number of smaller, more affordable housing units within the community, ADUs can play a key role in addressing Pittsburg's housing shortage and supporting families with limited incomes.

2) Increase Affordable Supportive Housing Supply. Expand housing opportunities for persons with special needs, including seniors, persons with disabilities, persons with HIV/AIDS, veterans, and the homeless, by increasing appropriate and supportive housing.

Discuss how these outcomes will impact future annual action plans.

The City currently has a dedicated Coordinated Outreach Referral and Engagement (CORE) team. Managed by the County, CORE is a critical program that provides direct outreach and engagement services to unsheltered individuals. This program has a team of two staff members who are specifically assigned to serve the Pittsburg community. These staff members are available Monday through Friday, from 8:00 AM to 4:00 PM, ensuring consistent and reliable support for individuals in need. Their presence during these hours allows them to engage directly with the community, providing essential outreach services, connecting people with resources, and addressing urgent needs as they arise. Building on the program's success in 2023-2024 and 2024-2025, the City is using funds from the 2021 and 2022 PLHA entitlement to support a three-year contract with the CORE Program.

A portion of the Bliss Avenue project is designed to benefit low-income residents by increasing access to affordable housing. This initiative will provide housing options for individuals and families of various income levels; from those who may struggling to find affordable places to live to those who are able to afford market rate housing but do not want the maintenance responsibilities. By focusing on creating sustainable, quality homes, the project aims to address the housing needs in our community. The Bliss Avenue project not only helps residents secure stable, affordable housing but also contributes to the overall revitalization of the area, fostering a more inclusive and supportive neighborhood for all.

Include the number of extremely low-income, low-income, and moderate-income persons

served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	374	0
Low-income	75	0
Moderate-income	40	0
Total	489	0

Table 6 – Number of Households Served

Narrative Information

Fortunately, Pittsburg has its own Housing Authority that can help in meeting the needs for affordable housing. HUD requires that extremely low income (ELI) families make up at least 75% of the families admitted to the housing Choice Voucher (HCV) program during any given fiscal year. ELI families are those with annual income at or below 30% of the federal poverty level. Priority for housing is ranked as follows:

- Veterans who are residents of Pittsburg
- Employed citizens of Pittsburg
- Veterans who are nonresidents of Pittsburg
- Non Veterans/ Non Residents

Pittsburg believes in a regional approach when addressing the community's housing needs. Pittsburg continues to foster relationships with various agencies in the county and provide these resources to the community.

1. **Home Match** - Helps homeowners with extra rooms connect with home seekers who need an affordable place to live, creating a win-win situation
2. **Catholic Charities of the East Bay** - Rooted in compassion and human dignity for all, Catholic Charities of the East Bay works with youth, children, and families to promote self-sufficiency, strengthen families and pursue safety and justice
3. **Destination Home** - Provides permanent supportive housing for chronically homeless, disabled individuals. Participants of the project receive a safe, permanent place to live as well as wrap-around services to help stabilize their lives. Case management, assistance enrolling in mainstream benefits and services, and access to peer support groups are all part of a larger continuum of services that allow individuals to work through many of the issues that led to their homelessness while simultaneously moving toward a more sustainable future
4. **Pacific Community Services, Inc.** - a housing agency offering a range of supportive services including foreclosure prevention counseling, homeownership education, tenant

and landlord rights information, homeless referrals, money management guidance, home management, and property care and maintenance

5. **Eden Council for Hope and Opportunity** - Promote equitable access to housing and offer support services to prevent homelessness and ensure permanent housing, fostering fairness and opportunities for all.

DRAFT

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City continues to participate in the countywide effort to assist the homeless population by funding services that take proactive steps to implement the Continuum of Care strategy for the homeless. Pittsburg has a dedicated Coordinated Outreach Referral and Engagement (CORE) team. CORE teams served as an entry point into the coordinated entry system for unsheltered persons and work to identify, engage, stabilize and house chronically homeless individuals and families. They provide basic needs, supplies, counseling, benefits assistance, linkages to healthcare, shelter placement, and referrals and transportation to CARE Centers. The CORE staff have built trusting relationships with hard to reach clients. CORE staff have been able to link people to services and continue to coach and educate individuals and families on health, safety and sanitation. CORE teams also established connections with agencies to coordinate services and work together to support the homeless population. These partnerships helped to get individuals and families access to health, mental health, and dental services; connect individuals and families to shelters, and drug and detox programs. The CORE team also oversees an intake program, where every unsheltered individual they encounter is processed into a database. This database plays a crucial role in tracking and documenting the homeless population within the area. HUD relies on this information to assess the scope of homelessness in each county, which in turn directly influences the allocation of funding for homelessness services.

The City has its own team to address the unsheltered persons which includes staff from various departments including the City Manager's Office, Police Department, Engineering, Public Works, Community and Economic Development, City Attorney's Office and Community Services. This team meets monthly to discuss current issues that are affecting its residents and businesses and the homeless population and sets strategies that can help the community as a whole. Police officers that are in direct contact with the homeless population provide food vouchers, clothing and in some cases, vouchers for lodging at a local motel. The Police Department also has a Mental Health Evaluation Team (MHET) and includes staff to assist individuals who may be experiencing mental health crises.

The City is collaborating with Hope Solutions on the Village of Hope project at the Church of the Nazarene, Pittsburg property, offering a fully forgivable loan to support this initiative. This project plans to construct 14 to 17 housing units specifically for Transition Age Youth (TAY), providing critical support and stable housing for young adults transitioning out of foster care or facing homelessness. The project is set to commence in fiscal year 2025-2026.

Addressing the emergency shelter and transitional housing needs of homeless persons

CDBG funds were used for the St. Vincent De Paul RotaCare clinic that is operated at the St. Vincent De Paul facility in Pittsburg. This program not only offers free medical care but also serves as a daytime shelter for homeless families.

Loaves & Fishes is a CDBG-funded feeding program that provides hot meals for families. They offer breakfast and lunch at five dining hall locations across Contra Costa County. In addition to meals, these facilities also provide pantry essentials and fresh produce.

The City also provides resources to the Shower Program conducted by the Bay Church, in partnership with St. Vincent de Paul, New Destiny Church, and Loaves and Fishes. This is a weekly event where the unhoused can receive a shower with free toiletries, new clothes, a haircut, and a free meal.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Contra Costa County's Coordinated Entry System (CES) allows service providers to efficiently and effectively connect people to interventions which aim to rapidly resolve their housing crisis. CES aims to help consumers with fewer roadblocks and fewer vulnerabilities obtain housing with short-term supports while connecting the highest needs, most vulnerable persons in the community to available housing and supportive services. CES is comprised of a variety of programs to serve those at-risk of homelessness, currently homeless, and formerly homeless people now housed in permanent supportive housing. The goal of CES is to move people from access points, and for those with higher needs, to housing services. The CES is has a prevention/diversion screening tool to be used by Contra Costa Crisis Center (2-1-1) and other crisis service entry points into our system to identify clients on the brink of homelessness and connect them to prevention and mainstream services. Clients are connected to prevention providers throughout the County.

AB 109 - Reentry: The CoC has two discharge plans for former inmates, the Reentry Strategic Plan and Realignment Plan. The Reentry Strategic Plan focuses on: 1) housing-focused discharge planning prior to release; 2) formalized pre-release planning that identifies service needs and connects prisoners with community-based service providers; and 3) enrollment in public benefits at least 90 days prior to release. Realignment Plan provides: 1) pre-release "reach-in" assessments, case management and referrals to housing resources, and 2) individualized treatment plans for mental health/substance abuse issues, linked with housing services. training, substance abuse treatment & childcare. Under AB109, probationers have five

days upon prison release to report to their Probation Officer (PO) to review their probation orders. At their initial meeting, the PO determines whether the individual received “custody” mental health services and/or was released with a 30 day supply of psychotropic medications. POs may then offer the individual a referral to Mental Health Services to be assessed for their voluntary continuation of medications and need for focused forensic case management services. There is also coordination with the Parole and Community Team (PACT), comprised of service providers, police & the California Department of Corrections Regional Parole Board, to link newly released ex-offenders with resources like housing, education, employment, job training, substance abuse treatment & childcare.

The St. Vincent de Paul’s RotaCare is a free medical clinic and received \$29,978 of CDBG funds. This free medical clinic is staffed with a team of volunteer medical professionals including physicians, pharmacists, pharmacy technicians, nurses, health educators, bi-lingual translators, social workers, receptionists and administrative assistant. They provide medical care and preventative services to uninsured and low income residents of Pittsburg. They directly improved availability and access to health services and reduced health disparities for low income and underserved residents. A total of 394 people were assisted during this Program Year.

Continuation

Countywide Discharge Coordination Policy FOSTER CARE: When foster youth age out of the foster care system, the County links them to the Independent Living Skills Program (ILSP) transition supports. ILSP includes workshops that prepare youth for emancipation (money management, education, computer skills, home management, and social skills), employment assistance, non-McKinney-Vento housing and retention services, and an individualized transition plan out of foster care. In addition, foster youth can elect to remain in foster care or return to care after emancipation (but before turning 21) to receive a two-year housing subsidy, which can be used in a market rate unit, student housing, or congregate living. This is a State program that all foster youth and former foster youth are able to access. HEALTH CARE: Hospital discharge protocol, adopted by the CoC and by all hospitals in the County, states: 1) Hospitals will not discharge people who are not ambulatory or not capable of caring for themselves; 2) prior to discharge, the hospital will seek a pre-discharge assessment from a Healthcare for the Homeless (HCH) nurse; 3) the HCH nurse will assess the viability of a respite placement and make a recommendation accordingly; 4) prior to discharge, the hospital will ensure that a patient has an appointment for follow-up medical care; 5) the hospital will discharge the patient with enough medications and/or supplies for at least 7 days; and 6) the hospital will ensure that the patient leaves with all of their belongings and is appropriately clothed. ALCOHOL AND OTHER DRUGS SERVICES 1.) AOD works in partnership with the Behavioral Health Benefits Unit to enroll clients in Medi-Cal immediately upon release from a facility. 2.) AOD works to reduce the early termination rate among formerly incarcerated individuals in Substance Use Disorder (SUD) treatment. Coupled with training, AOD continues to adapt program policies and procedures which support successful engagement of this population while adhering to regulatory State mandates. AOD continues to assist and

encourage providers to develop/form/create linkages/agreements/MOUs with primary care and mental health and housing for provision of services to AOD clients. A Housing Specialist is available at the Discovery House by the Homeless program to help clients prepare housing arrangements before discharge and support long-term recovery. MENTAL HEALTH: Clients treated by the County Behavioral Health Division are regularly reviewed for readiness and prepared for discharge into environments that provide stepped-down levels of care. The Department holds a weekly Bed Committee where all institutionalized consumer's discharge plans are prepared. Discharge planning responsibilities fall to the Clinic managers for those consumers currently receiving services and to the Mental Health Transition Team (consisting of managers, a psychiatrist, RNs, clinicians and peer providers) for those patients not otherwise connected to the County system. State hospitals discharge to Institutes for Mental Disease (IMD)/Skilled Nursing Facilities (SNF) and not to HUD CoC funded programs. Persons discharged from IMDs/SNFs are placed in Crisis Residential/Transitional Residential Services (CR/TRS), and those discharged from Acute Inpatient Facilities (AIFs) are released to appropriate settings, such as the Respite Center at the County's Adult Emergency Shelter. Those exiting CR/TRS are discharged to independent, shared or supported (e.g. Board & Care) housing. State Mental Health Services Act (MHSA) funds also pay for 79 housing units for homeless discharges with severe mental illness. RESPITE CENTER - Philip Dorn Respite Center in our neighboring city of Concord is a twenty-four (24) bed shelter for homeless adults who are leaving the hospital and have health care needs that cannot be met in the emergency shelter environment. This is a collaborative project with Health Care for the Homeless and local hospitals.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The most significant barrier to decreasing the duration of homelessness for individuals and families is the limited availability of affordable housing.

CHRONICALLY HOMELESS: The County's 2025 point-in-time count estimated that 2,118 people are staying in shelter beds or living outdoors on an average night in Contra Costa, compared to 2,843 in 2024, a decrease of 25% or 725 residents. On the night of the 2025 point-in-time count, there were 73 unsheltered people in Pittsburg compared to 110 in 2024.

Of the unsheltered population in Contra Costa County, 59% are between the ages of 25 - 54 and 58% are males and 4% are veterans. 95% of the unhoused were from adult only households and 62% are chronically homeless.

The City is partnering with Hope Solutions on the Village of Hope project at the Church of the Nazarene in Pittsburg by providing a fully forgivable loan. This initiative aims to build 14 to 17

housing units designed for Transition Age Youth (TAY), providing essential support and stable housing for young adults transitioning out of foster care or experiencing homelessness.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Housing Authority does not own any public housing. Instead, it provides rental subsidy to the maximum extent allowable through the Housing Voucher Program, also known as Section 8. Funding is awarded by the Federal government, through the Department of Housing and Urban Development, to subsidize low-income families with their rent and utilities. The number of families the Housing Authority is able to assist is determined by the annual contract contribution awarded. Factors in determining the number of units available to assist eligible families are based on average housing assistance payments and fair market rents established by HUD. With this in mind, for FY 2023-2024, the Housing Authority received \$20,131,092. These funds were used to subsidize 955 Section 8 recipients and 185 Veterans Affairs Supportive Housing (VASH) vouchers.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The Housing Authority counsels clients who are interested in becoming homeowners by sharing information on the Homeownership Voucher Program. Eligible candidates are provided monthly mortgage subsidy upon the purchase of their first home. The Housing Authority uses its normal voucher program payment standard schedule to determine the amount of subsidy. The housing assistance payment (HAP) is the lesser of either the payment standard minus the total tenant payment or the family's monthly homeownership expenses minus the total tenant payment. The Housing Authority may make the HAP payment directly to the family or to the lender. In the fiscal year 2024-2025, the Housing Authority launched a pilot program to promote self-sufficiency among Section 8 residents, helping them transition out of the program and into homeownership. This program will be put into effect in FY 2025-2026.

Actions taken to provide assistance to troubled PHAs

The Housing Authority, operating the rental subsidy program, was a high performer during the Program Year. Therefore, no actions were taken.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The provision of adequate and affordable housing is an important goal of the City. As a result, the City has proactively implemented a variety of programs, incentives, and development standards to encourage the development, maintenance, and improvement of affordable housing. The City offers incentives for on-site compliance as outlined in City's Municipal Code Section 18.86.060. Incentives include:

- Allowing affordable units to be at most 10 percent smaller in square footage than market rate units.
- Allowing ownership units to be constructed on smaller lots.
- Allowing affordable units to have a fewer number of bathrooms and have different interior design, finishes, and features than market rate units in the same residential development.
- A reduction in off-street parking requirements for affordable units provided that the development is located downtown or within walking distance, generally ½-mile of transit facilities.
- Deferment of parkland, traffic mitigation, and other City fees.
- Provides for a density bonus for affordable housing projects.

In addition, to provide an incentive for the development of larger family units (four or more bedrooms), developers are offered credit toward the inclusionary requirement of one and one-quarter per larger family unit. On November 15, 2004, the City Council adopted Ordinance No. 04-1229 adding Chapter 18.86, Inclusionary Housing, to the Municipal Code. The Inclusionary Housing Ordinance contains minimum requirements for provision of affordable units within developments. The purpose of the City's Inclusionary Housing Ordinance is to establish minimum requirements, incentives, and alternative measures by which to ensure the provision of safe, decent, and affordable housing for all segments of the City's population, regardless of household income. This ordinance is only enforced on for sale units and not on rental housing.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City is committed to taking action to address obstacles to meeting underserved needs. Special needs groups such as elderly/frail elderly, persons with disabilities, and persons who are victims of domestic violence live throughout the city. Given that these special needs populations have various obstacles to accessing housing and services, Pittsburg will continue to provide CDBG funds for housing rehabilitation activities, public facility/infrastructure improvements, and public service activities that improve the quality of life for special needs groups.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Facts about Lead Poisoning in Contra Costa County:

More than 800 children with elevated blood lead levels have been identified in Contra Costa. Most of these children have been identified in the last eleven years because of routine screening.

- 475 children had lead levels between 10 - 14 µg/dL
 - 161 children had lead levels between 15 - 19 µg/dL
 - 158 children had lead levels between 20 - 44 µg/dL
 - 6 children had lead levels of 45 µg/dL or higher
 - About 46% of the children are from the Richmond/San Pablo area
 - Another 26% of the children are from the Pittsburg/Antioch area
 - 10% are from the Concord area.
- The rest live throughout the County, in areas as diverse as El Cerrito, Crockett, Brentwood, and San Ramon.

More than 63% of lead-poisoned children in Contra Costa have been under the age of 3 years. Most are one- and two-year olds.

Who's at Risk and Why?

- Low income children
Nationwide data show that young children in publicly assisted programs such as MediCal are at much higher risk for lead poisoning.
- Children living in old, deteriorating housing
Lead-based paint is still the major source of childhood lead poisoning.
More than half of Contra Costa cases have been linked to lead-based paint.
Statewide percentages are even higher.
- Children of any income living in older housing that is being renovated or repainted
Activities that disturb lead-based paint and create lead dust are very dangerous, especially for young children. They can also harm adults, including workers and owner-occupants engaged in do-it-yourself projects.

There are over 97,000 housing units built before 1960 in Contra Costa.

Because Contra Costa has experienced such rapid housing growth, percentages of old housing have declined overall. Older housing is not evenly distributed, and even within a community there are areas where the high-risk older housing is more concentrated. (State and federal agencies recommend targeted screening of all young children, regardless of income, in communities where > 27% of housing was built before 1960.)

The City will continue to protect residents from lead-based paint hazards in housing funded with CDBG funds by conforming to HUD regulations 24 CFR Part 35. This regulation addresses the need to reduce or eliminate lead-based paint hazards in federally owned housing and housing

receiving Federal funds. The City requires its subrecipients to agree to include requirements for compliance with this regulation. The City requires that recipients of homeowner rehabilitation funds sign HUD's Notification for Lead Based Paint and that any abatement required be included in the home's repairs.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Pittsburg employs a variety of strategies to help alleviate poverty in the city, including efforts to stimulate economic growth and job opportunities, and to provide residents with the skills and abilities required to take advantage of those opportunities. Pittsburg uses a portion of its CDBG funds to provide grants to non-profit organizations to operate the Public Service programs that serve the low- income population including the homeless in the community.

In particular, the City believes in funding economic development programs such as Contra Costa Child Care Council (CoCoKids), Opportunity Junction's Job Training and Placement, and Renaissance Entrepreneurship Center, which play instrumental roles in reducing the number of persons below the poverty line. This is done by providing the participants the resources needed to obtain the skills and training needed to be competitive in the job market or become qualified business owners.

Outside of CDBG funding, the City also funds the Future Build program, a pre-apprenticeship program providing East County residents with 16+ weeks of training in the building trades and solar theory, construction, and installation.

The Housing Authority created a pilot program aimed at promoting self-sufficiency among Section 8 residents, helping them transition out of the program and into homeownership. The City will collaborate with organizations to offer training and education that will improve the participants skillset, providing an opportunity to obtain a job or higher paying job. In addition, the City will collaborate with an organization to provide training in money management, eliminating credit card debt, saving for a down payment, and more.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The Contra Costa County Consortium was formed by the County of Contra Costa and the cities of Antioch, Concord, Pittsburg and Walnut Creek to develop a collaborative approach to administering and implementing the goals and objectives of the respective CDBG programs. The Contra Costa County Consortium members coordinate consolidated Planning efforts and have developed a streamlined process for applying for CDBG/HOME/ESG funds that allow applicants to complete one application for multiple jurisdictions and, once funded, complete one periodic performance report for all funding jurisdictions. This joint effort has eased the administrative burden for subrecipients and allows jurisdictions to easily share information. Furthermore, the Contra Costa County Consortium established a multiple-year funding cycle that has greatly reduced the time spent on completing and reviewing applications for both subrecipients and CDBG/HOME staff respectively.

Each entitlement jurisdiction in the Contra Costa County Consortium completes its own annual planning and allocation process, including preparation and completion of its Annual Action Plan and CAPER. These planning efforts have a high degree of coordination with the Contra Costa County Consortium members working together to closely align CDBG allocations, helping to maximize funding and to ensure collaboration between agencies.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Contra Costa County Consortium jurisdictions work on strategies and actions designed to overcome identified impediments and eliminate problems of housing discrimination. The Contra Costa Interagency Council on Homelessness (CCICH) works with local jurisdictions, public and private agencies, the interfaith community, homeless advocacy groups, and other community organizations to help the CoC to alleviate homelessness. The majority of the City's goals and objectives within the 2020-2025 Consolidated Plan and Annual Action Plan are met through activities that are carried out by subrecipients that are primarily public and private agencies within the County, including non-profit organizations. There is ongoing concern about the long-term capacity of the non-profit community during these severe budgetary times and their ability to comply with often complex Federal regulations and requirements in implementing federally funded programs. Pittsburg will continue to support these agencies by providing technical assistance, helping to establish collaboration between agencies and with funding, when possible.

Pittsburg works closely with public and private affordable housing providers as well as with Contra Costa County's Public Health, Behavioral Health and Homeless Services departments, and various agencies to coordinate the allocation of funds to best meet the needs of the City's low to moderate income residents and the special needs population. This coordination leverages CDBG funds to maximize their impact.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The Contra Costa County Consortium is required to conduct an Analysis of Impediments to Fair Housing Choice (AI) and to periodically review that analysis and update it as necessary. Each AI is reassessed and reevaluated with each consolidated plan. Together, the members of the Contra Costa County Consortium have collaborated to jointly plan for the housing and community development needs of the County as a whole.

The purpose of an AI is to review conditions in the jurisdictions that may impact the ability of households to freely choose housing and to be treated without regard to race, ethnicity, religion, gender, national origin, source of income, age, disability, or other protected status. The AI reviews the general state of fair housing, the enforcement of fair housing law, efforts to promote fair housing, access to credit for the purpose of housing, and general constraints to the availability of a full range of housing types. An AI also examines the affordability of housing in

the jurisdiction with an emphasis on housing affordable to households with annual incomes classified as low income and less. Low income is defined as equal to or less than 80 percent of the adjusted Area Median Income as most recently published by HUD.

The AI not only identifies impediments to fair housing choice, but also makes recommendations to overcome the effects of those impediments and will serve as the basis for fair housing planning, providing essential information to staff, policy makers, housing providers, lenders, and fair housing advocates, and assisting with garnering community support for fair housing efforts. The most recent AI was completed and approved the Contra Costa County Consortium in June 2019.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City continues its monitoring of subrecipients and projects to ensure compliance with program and comprehensive planning requirements. The City performs on-site monitoring of CDBG subrecipients. Monitoring efforts are coordinated for subrecipients that are jointly funded by other jurisdictions within the Contra Costa County Consortium. The City works directly with the other jurisdictions to analyze which subrecipients need to be monitored and the Contra Costa County Consortium takes a tag team approach in conducting the on-site monitoring to minimize duplicative efforts. The purpose of the monitoring is to ensure the activities and programs achieve their approved objectives in a manner which is consistent with Federal regulations. If there is a lack of performance or the subrecipient does not meet goals, the City will continue site visits and investigate further until a resolution is reached.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Consistent with Federal requirements, a draft of the CAPER document was prepared and made available online on the City's website. A notice informing the public of the availability of the draft CAPER was published in English, Spanish and Tagalog in the East County Times on August 29, 2025. The notice was also displayed on the City's website during the public review period. Copies of the notices are attached to this report.

No comments were received during the comment period of August 29 through September 14, 2025 and during the City Council meeting on September 15, 2025.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were no changes to Pittsburgh's program objectives.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

N/A

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were no changes to Pittsburgh's program objectives.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

N/A

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours	0				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

Table 7 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	0				
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	0				
Direct, on-the job training (including apprenticeships).	0				
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	0				
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	0				
Outreach efforts to identify and secure bids from Section 3 business concerns.	0				
Technical assistance to help Section 3 business concerns understand and bid on contracts.	0				
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	0				
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.	0				
Held one or more job fairs.	0				
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	0				
Assisted residents with finding child care.	0				
Assisted residents to apply for, or attend community college or a four year educational institution.	0				
Assisted residents to apply for, or attend vocational/technical training.	0				
Assisted residents to obtain financial literacy training and/or coaching.	0				

Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	0				
Provided or connected residents with training on computer use or online technologies.	0				
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	0				
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	0				
Other.	0				

Table 8 – Qualitative Efforts - Number of Activities by Program

DRAFT



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Maria M. Aliotti - Interim City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the City Manager to Execute an Intergovernmental Support Agreement with Military Ocean Terminal Concord for Small Construction and Design Services

MEETING DATE: September 15, 2025

EXECUTIVE SUMMARY

The Military Ocean Terminal Concord (MOTCO) is seeking the services of the City of Pittsburg (City) for small construction and design services. This resolution will authorize the execution of an Intergovernmental Support Agreement (IGSA) between MOTCO and the City to provide these services.

FISCAL IMPACT

For each project, the City will respond to the task order proposal request issued by the U.S. Army, describing the work to be performed and the estimated cost. MOTCO will cover all costs associated with the project, including overhead costs charged by the City of up to 20% of the project cost. This will result in a new revenue source for the City which will reduce dependency on the General Fund.

RECOMMENDATION

City Council adopt the attached resolution authorizing the City Manager to execute the Intergovernmental Support Agreement with MOTCO.

BACKGROUND

In December 2023, City staff attended a symposium with MOTCO to discuss IGSA's. At this meeting, MOTCO provided a list of services that it was looking to outsource.

On May 16, 2024, City staff performed a site visit to MOTCO to further explore the services the City could provide and visit the facilities associated with these services.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

IGSAs are agreements between the U.S. Army and a state or local public partner that serve the best interests of both parties. IGSA's are authorized by federal law at 10 United States Code Section 2679 and can be used to achieve mutually beneficial partnerships. Some benefits of IGSA's are economic benefits and cost savings, strategic regional collaboration, improved government and community relationships, and efficiencies.

City staff have received two requests for task order proposals from MOTCO in anticipation of this agreement. These task orders include the expansion of an existing parking lot and the conversion of solar parking lot lighting to LED lighting. Other services currently being explored are electric utility services and facility maintenance services.

ATTACHMENTS: Resolution
 Intergovernmental Support Agreement

Report Prepared By: John Samuelson, Public Works Director/City Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Execute)
Intergovernmental Support Agreement)
With Military Ocean Terminal Concord for)
Small Construction and Design Services)

RESOLUTION NO.25

WHEREAS, in December 2023, City staff attended a symposium with Military Ocean Terminal Concord (MOTCO) to discuss Intergovernmental Support Agreement (IGSA). At this meeting, MOTCO provided a list of services that it was looking to outsource; and

WHEREAS, on May 16, 2024, City staff performed a site visit to MOTCO to further explore the services the City could provide and visit the facilities associated with these services; and

WHEREAS, IGSA's are agreements between the U.S. Army and a state or local public partner that serve the best interests of both parties.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburgh authorizes the City Manager to execute the Intergovernmental Support Agreement with Military Ocean Terminal Concord for small construction and design services.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 15th day of September 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST BY:

Alice E. Evenson, City Clerk

INTERGOVERNMENTAL SUPPORT AGREEMENT (IGSA)
BETWEEN
THE UNITED STATES ARMY
FOR
MILITARY OCEAN TERMINAL CONCORD (MOTCO)
AND
THE CITY OF PITTSBURG
IGSA NUMBER: IGSA-MOTC-25-DPW-003

This Intergovernmental Support Agreement (hereafter referred to as the IGSA or Agreement) between the United States Army and City of Pittsburg, a California municipal corporation, is entered into pursuant to federal law codified in 10 USC § 2679. The statute authorizes the Secretary of the Army to enter into an IGSA on a sole source basis with a state or local government to receive installation support and services. The Secretary of the Army has delegated authority to Garrison Commanders to execute agreements on behalf of the United States Army.

The purpose of this IGSA is to outline the roles and responsibilities of the parties; identify the services that may be furnished by the City of Pittsburg to the United States Army pursuant to individual written task orders executed by the parties (each a "Task Order"); describe the procedure for initiating and entering into Task Orders, including development of a cost proposal specifying the cost of the services to be paid by the United States Army to the City of Pittsburg for the services set forth in a Task Order; and specify the quality control procedures to be used. The parties undertake this Agreement in order to provide services, supplies or construction to the United States Army. The Agreement will achieve cost savings for the Department of the Army and provide additional revenues to local governments and their workforces.

RESPONSIBILITIES OF THE PARTIES:

The City of Pittsburg shall perform installation support services, as specified in this IGSA, pursuant to individual Task Orders. The term "installation support services" only includes services, supplies, resources, and support typically provided by a local government for its own needs and without regard to whether such services, supplies, resources, and support are provided to its residents generally, except that the term does not include security guard or firefighting services.

This is a non-personal services agreement. Each party is responsible for all costs of its personnel including pay, benefits, support, and travel. Each party is responsible for supervision or management of its personnel.

The tasks, duties and responsibilities set forth in this IGSA may not be interpreted or implemented in any manner that results in the City of Pittsburg personnel creating or modifying federal policy, obligating appropriated funds of the United

States Army, or overseeing the work of federal employees. Under no circumstances shall the City of Pittsburg employees or contractors be deemed federal employees. If the City of Pittsburg shall provide services through a contract, the contract must be awarded through competitive procedures.

SUMMARY OF SERVICES AND PRICE PROPOSAL:

The City of Pittsburg will provide common use facility and facility construction and repair services, which may include related planning and design, on an individual Task Order basis. Sample Task Order projects include construction, alteration, operation, maintenance, and repair of common use infrastructure (e.g., roads, grounds, surfaced areas, structures, real property and installed equipment) and minor construction, alterations, additions, and major repairs required to modernize, replace, expand or restore real property. The projects selected for execution through this IGSA will be of limited size and scope but have an urgent need for life/health/safety or are emerging mission requirements.

When the need for work arises, the United States Army will issue a written Task Order Proposal Request to the City of Pittsburg for development of a cost proposal for a Task Order. The Task Order Proposal Request will identify the nature of the services to be performed, the time for performance, and other information or instruction that may be relevant to the performance of the services specified in a Task Order. The United States Army will develop specific project requirements including designs, statements of work, plans, specifications and any special provisions or references for each Task Order. The City of Pittsburg may, in its sole discretion, submit a written cost proposal in response to the United States Army's Task Order Proposal Request. If the City of Pittsburg submits a cost proposal for a Task Order, the United States Army will evaluate and compare the City of Pittsburg's cost proposal to its Independent Government Estimate (IGE) to ensure the proposal and understanding of the work is acceptable. If the parties mutually agree to the terms of a Task Order, including the City of Pittsburg's cost proposal in connection with the Task Order, the parties will execute the written Task Order, and the United States Army will issue a Notice to Proceed with the Task Order. A Task Order is not effective until signed by both parties. Each Task Order is incorporated into this Agreement by reference.

The United States Army will only issue Task Order Proposal Requests to the City of Pittsburg when funding is available for the specific work. No legal liability on the part of the United States Army shall arise until the Army (through the IGSA-Manager (IGSA-M) or IGSA-Technical Representative (IGSA-TR)) notifies the City of Pittsburg that funds are available, the parties execute the Task Order, and the United States Army authorizes the City of Pittsburg to begin performance of services through a Notice to Proceed.

TERM OF AGREEMENT:

The term of this Agreement shall be the later of one year (12 months) from the full execution of the Agreement or completion of all issued Task Orders, and renewable for successive one-year periods for an additional nine years, subject to mutual

written agreement of the parties. The IGSA-M shall provide written notice of the renewal of the IGSA at least 30 days prior to the expiration of the current performance period. The United States Army shall be obligated for only the executed Task Orders for which the United States Army has issued a Notice to Proceed. The United States Army will obligate funds for individual Task Orders for the time as proposed as appropriated by the Congress.

PAYMENT:

The United States Army shall pay the City of Pittsburgh on an individual Task Order basis with phased installments, as set forth herein and as may be further specified in a Task Order. As set forth in the "Summary of Services and Price Proposal" section above, the United States Army will issue Task Order Proposal Requests to the City of Pittsburgh for development of a cost proposal. Upon review, approval, and full execution of a Task Order, the United States Army will release funding to the City of Pittsburgh for the design phase of the Task Order. Upon successful completion of the design phase, the United States Army will then release funds to the City of Pittsburgh for the construction phase of the Task Order after bids have been received and before the contract is awarded to the contractor. If, during performance of the work for a Task Order, the City of Pittsburgh or its contractors encounter circumstances giving rise to a change in the scope of the work and/or the cost of the work under a Task Order, the City of Pittsburgh will submit the proposed change to the United States Army for review and approval. If the change is approved, the United States Army will release funds to the City of Pittsburgh for any increased cost associated with the change prior to performance of the work.

The United States Army will only issue Task Order Proposal Requests to the City of Pittsburgh when funding is available for the specific work. When funding becomes available and a Task Order is approved, a line of accounting will be established to obligate the full funding to the specific Task Order period of performance. In the event of unforeseen funding delays, the parties will mutually agree upon a revised schedule or re-prioritization of work. If a Task Order crosses fiscal years, bills will be invoiced against the appropriated funding for the original period of performance, thus eliminating the need for multi-fiscal-year funding.

The City of Pittsburgh shall not include any State or Local taxes in its costs to the United States Army unless approved by the IGSA-TR in advance. For each Task Order, the City of Pittsburgh shall electronically submit, on a monthly basis, itemized invoices to the IGSA-TR, including all copies of City of Pittsburgh's invoices or payment requests.

The City of Pittsburgh will establish a Unique Entity ID and Commercial and Government Entity (CAGE) code in order to submit invoices and receive payments. IGSA payments will be made via Miscellaneous Payment transactions processed through the Army's General Fund Enterprise Business System (GFEBS). All IGSA costs will be manually entered into GFEBS to commit and obligate funds. Payments will be processed through GFEBS to the Defense Finance Accounting System (DFAS). DFAS will issue payment via electronic fund transfer (EFT) or check to the

City of Pittsburgh.

OPEN COMMUNICATIONS AND QUALITY CONTROL:

Each party shall present to the other party any issue or concern that could potentially impede successful performance of the IGSA in a timely and professional manner. The City of Pittsburgh shall maintain a quality control plan to ensure all work is completed within the specified timelines and quality standards specified in the Agreement or Task Order(s). After execution of the Agreement, an initial joint meeting of the Parties will be conducted to discuss the terms of the IGSA. The initial meeting shall also include an orientation of the City of Pittsburgh and its employees to work areas on MOTCO as well a discussion of a phase-in plan to permit the orderly transition of responsibilities for performance of the services by the City of Pittsburgh.

INSPECTION OF SERVICES:

The City of Pittsburgh will only tender services and goods in conformance with the IGSA. The IGSA-TR will be responsible for inspecting all services performed by the City of Pittsburgh. If services are performed outside of the installation, the IGSA-TR, in coordination with City of Pittsburgh representatives, shall be granted reasonable access to areas where services are performed. The IGSA-TR shall have the right to inspect and test all services. Any inspections or tests conducted by the IGSA-TR will be conducted in a manner that will not unduly delay the performance of work. The City of Pittsburgh will follow all inspection and regulatory guidelines contained in the Task Order requirements and any specified references.

If the IGSA-TR determines that services do not conform to the requirements in the Task Order, the IGSA-TR can require the City of Pittsburgh to perform the services again, in whole or in part, at no additional cost to the government. Alternately, the IGSA-TR can recommend to the IGSA-M to reduce the price to be paid for services to reflect the reduced value of the performed services. If the services cannot be corrected by reperformance, the IGSA-M can reduce the billed price to reflect the reduced value of the performed services. The IGSA-M may alternately waive price reductions or re-performance of services. Such waivers shall not constitute a waiver of requirements in the IGSA unless approved in writing by the IGSA-M. If the City of Pittsburgh is unable to perform any of the services due to an occurrence beyond the reasonable control of the parties, such as Acts of God, unusually severe weather, or government activities on the installation which impede the City of Pittsburgh's performance, the City of Pittsburgh shall promptly notify the IGSA-TR.

If services are deemed to be deficient and cannot be corrected to the satisfaction of the IGSA-TR, the IGSA-M may recommend to the Installation Commander to immediately terminate the IGSA. Such termination shall not become effective without prior notice and consultation with the City of Pittsburgh.

TERMINATION:

The IGSA may be terminated by mutual, written agreement at any time. Except as otherwise specified in this Agreement, either party can unilaterally terminate this

IGSA upon a minimum of 30 days written notice.

The United States Army reserves the right to terminate this Agreement for its convenience at any time. When notified by the IGSA-M of the termination, the City of Pittsburg shall take immediate steps to stop all work not already in progress. The United States Army will pay the City of Pittsburg a percentage of the agreed price of any active Task Order(s) reflecting the percentage of work performed under the applicable Task Order prior to the notice of termination. The City of Pittsburg shall not be paid for any work performed or costs incurred which reasonably could have been avoided following notice of termination.

SUSPENSION OF AGREEMENT:

The United States Army reserves the right to suspend performance of the Agreement or a Task Order or access to the installation in the event of emergencies, mobilizations, national security reasons, or for other reasons outside the control of the United States Army.

APPLICABLE LAW:

The IGSA is subject to the law and regulations of the United States. If any federal statute expressly prescribes policies or requirements that differ from the terms and conditions of this IGSA, the provisions of the statute shall govern.

CLAIMS AND DISPUTES:

The parties shall use their best efforts to resolve any disagreement or disputes they may have regarding this Agreement. To minimize disputes, the parties will meet periodically, preferably on a quarterly basis, to discuss performance and current issues they may have. The IGSA-M and IGSA-TR shall represent the United States Army in such meetings.

If the parties are unable to resolve an issue, the IGSA-M, IGSA-TR, or the City of Pittsburg may submit a claim arising out of the Agreement to the Installation Manager for a final decision. The written submission must specify the nature and basis for the relief requested and include all data that supports the claim and may designate a City of Pittsburg representative to discuss the claim and its resolution. The Installation Manager shall issue a final decision within 60 days of receipt of each claim.

If the City of Pittsburg is dissatisfied with the Installation Manager's decision, it may appeal the matter to the Installation Commander and must specify the basis of its disagreement.

The Installation Commander shall issue a final determination on the matter within 60 days of receipt of the appeal. The final determination shall be reduced to writing and provided to the POCs specified in this Agreement. All final determinations that result in the payment of additional funds to the City of Pittsburg must be coordinated with the IGSA-M.

NOTICES, POINTS OF CONTACT (POCs), ANNUAL REVIEWS, AND

AMENDMENTS TO THE IGSA:

The POCs for this IGSA are as follows:

For the United States Army- MOTCO:

IGSA-Manager:

Anibal Avina

925-246-4149

anibal.avina.civ@army.mil

IGSA-Technical Representative:

J. Stephen Volk

925-246-4162

john.s.volk.civ@army.mil

The POCs for issues pertaining to this IGSA for the City of Pittsburg are as follows unless otherwise specified:

City Engineer

John Samuelson

925-252-4271

jsamuelson@pittsburgca.gov

Assistant Public Works Director - Engineering

Gina Haynes

925-252-4930

ghaynes@pittsburgca.gov

All notices under this Agreement shall be provided to the POCs specified above. The POCs and a management official at least one level above the POCs shall meet annually to discuss this IGSA and consider any amendment(s) to the Agreement.

Any party can propose amendments to the Agreement at any time. No amendment to this Agreement will be binding unless it is in a writing duly authorized and signed by the parties to this Agreement. For the United States Army, the written amendment must be executed by the IGSA- M in order to be effective. For the City of Pittsburg, minor amendments may be signed by the City Manager.

DUTY TO PROTECT GOVERNMENT PROPERTY ON THE INSTALLATION:

The City of Pittsburg shall conduct a visit of MOTCO with the IGSA-TR prior to performance to satisfy itself of the general and local conditions existing on the installation where services will be performed. The City of Pittsburg shall take measures to protect all property of the United States Army during performance of services. Should the City of Pittsburg damage such property due to negligence of the City, the City of Pittsburg may replace the item or restore it to its prior condition at its own cost or reimburse the United States Army for such costs. If the City of Pittsburg does not take measures to replace or restore, the United States Army

reserves the right to deduct replacement or restoration costs from amounts billed by the City of Pittsburgh. The IGSA-TR shall provide written notice of the Government's intent to offset costs against billings to allow the parties to resolve the matter amicably. Such a resolution can include a schedule for payments to cover the loss or restoration of Government property over the term of the current period of performance.

HOLD HARMLESS:

Except as otherwise provided in this Agreement, the City of Pittsburgh shall indemnify and hold the United States Army harmless against any and all judgments, expenses, liabilities, claims and charges of whatever kind or nature that may arise as a result of the activities of the City of Pittsburgh or its employees in performance of this Agreement, except to the extent due to the negligence or wrongful acts or omissions of the United States Army, its officers, employees, or agents.

WAGES AND LABOR LAW PROVISIONS:

These provisions apply to the City of Pittsburgh and any contractor performing services under this IGSA on behalf of the City of Pittsburgh. The City of Pittsburgh shall be exempt from federal labor statutes, provided it pays its employees at wage grades or rates normally paid by the City of Pittsburgh and complies with all applicable City of Pittsburgh labor laws and standards. In no event, however, shall any employee be paid at wage rate below the minimum wage established in the Fair Labor Standards Act. The City of Pittsburgh shall comply with all applicable federal, state and local occupational safety and health requirements and standards. If the City of Pittsburgh has knowledge that any actual or potential labor dispute by its employees may delay or threaten to delay performance of a Task Order, the City of Pittsburgh shall immediately notify the IGSA-M. The City of Pittsburgh shall provide timely updates until the dispute is resolved.

NON-DISCRIMINATION AND SEXUAL ASSAULT/HARASSMENT:

This provision applies to City of Pittsburgh and its contractors. The City of Pittsburgh agrees not to discriminate against any employee based upon race, color, religion, sex, national origin, or sexual orientation, or to allow any employee to engage in discriminatory practices or conduct while performing work under this IGSA. The City of Pittsburgh shall not permit employees which engage in sexual assault, sexual harassment or trafficking to perform services under this IGSA. The City of Pittsburgh shall not engage in age discrimination and shall comply with the Americans with Disabilities Act with respect to the hiring and accommodation of employees performing services under this IGSA.

TRANSFERABILITY:

This Agreement is not transferable except with the written authorization of the Installation Manager.

ACTIONS OF DESIGNEES:

Any act described in the IGSA to be performed by an individual or official can be performed by the designee of such individual or official, except for the IGSA-M.

Signatures and dates of signatures of the parties:

FOR THE UNITED STATES ARMY

FOR THE CITY OF PITTSBURG

LAUREN A. CABRAL
LTC, LG
Commanding

Maria Alioti
Interim City Manager

DATE

DATE

Attachments/Annexes: The following annexes are incorporated into the Agreement by reference:

Annex 1: Installation Security and Access Requirements

Annex 2: Safety and Explosive Hazard/ Risk Requirements

Annex 3: Insurance, Liability, and Miscellaneous Requirements

Annex 1: Installation Security and Access Requirements

INSTALLATION SECURITY AND ACCESS REQUIREMENTS:

The following information in this section is provided on security (physical, personnel, information, operation, industrial security, and antiterrorism/force protection) requirements. The City of Pittsburg shall comply with all applicable security requirements, abide by direction of Department of Defense (DoD) police or other Security personnel, and adhere to installation traffic laws.

1. **Employment Restrictions:** MOTCO is designated as a restricted area in accordance with Army Regulation (AR) 190-13, (The Army Physical Security Program). As required by paragraph 6-2 of AR 190-13, as well as Homeland Security Presidential Directive (HSPD)-12, Directive-Type Memorandum 09-012, and Army Execution Order (EXORD) 033-15, the MOTCO Installation Commander has restricted MOTCO Access to U.S. citizens conducting official business at MOTCO. Consequently, any employee or invitee of the City of Pittsburg and any employee or invitee of each subcontractor who is not a United States citizen shall be denied access to the MOTCO installation. Note: A state issued REAL ID will be required for all contractors and visitors effective 7 May 2025.

2. **Search, Inspection, and Seizure:** All vehicles, personnel, and hand-carried items, entering or exiting any installation control point, or while on the installation, are subject to search and inspection and seizure of any prohibited item, at any time. Random, unannounced, and regular searches and inspections will be conducted. These searches and inspections are intended to ensure prohibited articles are not introduced into, and government property is not removed from, the installation or its facilities.

3. **Parking:** Parking of the City of Pittsburg's employees', consultants', or contractors' vehicles shall be restricted to the area of work. The company name shall be prominently displayed on all construction vehicles parked where work is being accomplished.

a. **Driver's Licenses:** All persons entering or working on MOTCO shall possess a valid Driver's License or State issued ID Card.

b. The use of seatbelts by all vehicle operators and passengers is mandatory on MOTCO. Vehicle operators caught not wearing seatbelts will lose their driving privileges, subject to laws governing Military and Civilian Employees.

c. The use of cell phones while driving vehicles is prohibited on MOTCO, subject to laws governing Military and Civilian Employees. Cell phones will not be used to take, send, or distribute photographs of installation projects, activities, or operations. If required by a Task Order, photo support will be coordinated through the MOTCO security office.

d. **Traffic Laws.** The City of Pittsburg and its employees shall comply with installation traffic regulations.

4. **City of Pittsburg Vehicles:** All vehicles must clearly display the organization's name and/or logo.

5. Key Control. The City of Pittsburg shall establish and implement methods of making sure all keys issued to the City of Pittsburg by MOTCO are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. The City of Pittsburg shall not duplicate any keys issued by MOTCO. No keys issued to the City of Pittsburg by MOTCO shall be duplicated. The City of Pittsburg shall develop procedures covering key control. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked area. The City of Pittsburg shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons.

a. The City of Pittsburg shall immediately report to the IGSA-TR or his/her authorized representative occurrences of lost or duplicated keys.

b. In the event keys, other than master keys, are lost or duplicated, the City of Pittsburg may be required, upon written direction of the IGSA-TR or his/her authorized representative, to re-key or replace the affected lock or locks without cost to MOTCO. MOTCO may, however, at its option, replace the affected lock or locks or perform re-keying and deduct the cost of such from payment due the City of Pittsburg. In the event a master key is lost or duplicated, MOTCO shall replace all locks and keys for that system and the total cost deducted from payment due the City of Pittsburg.

c. Lock Combinations: The City of Pittsburg shall control access to all MOTCO provided lock combinations to preclude unauthorized entry.

6. General Security Information: The overall classification of work associated with this Agreement is at the UNCLASSIFIED level. Personnel assigned to this Agreement may require access to UNCLASSIFIED MOTCO systems, and/or require a Common Access Cards (CAC).

7. Physical Security and Access Control Requirements. All City of Pittsburg personnel requiring physical access to MOTCO shall comply with the installation access control procedures. City of Pittsburg personnel requiring unescorted access to meet performance requirements on MOTCO shall be vetted by the Security Office using the National Crime Information Center-Interstate Identification Index (commonly referred to as "NCIC-III") and Terrorist Screening Database (commonly referred to as "TSDB"). City of Pittsburg personnel shall comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DoD, HQDA and/or MOTCO policies and procedures. In addition to the changes otherwise authorized by the changes clause of this Agreement, should the Force Protection Condition (FPCON) at any installation or facility change, MOTCO may require changes in City of Pittsburg security matters or processes. City of Pittsburg personnel who do not meet requirements for unescorted access to MOTCO shall coordinate escorted access with the IGSA-TR, as needed. City of Pittsburg personnel who receive keys, access cards, or lock combinations that provide access to MOTCO-owned property shall comply with key and lock control requirements.

8. Minimum Security Requirements. The minimum-security clearance requirements for

City of Pittsburg personnel/employees include the following:

- a. Favorable; NCIC III background check for access strictly to MOTCO.
- b. MOTCO form 190-3.
- c. Inclusion onto the base access roster.

d. Failure to provide any of the above documentation will prevent City of Pittsburg personnel/employees from accessing MOTCO. Failure to pass the background checks (items a. and b.) will deny the person from accessing MOTCO, as deemed by MOTCO security.

9. Clearance / Investigation Validation Checks: The City of Pittsburg shall coordinate for the issuance of security badges and vehicle passes required to allow personnel access to designated work areas. Upon award of this IGSA, all names of City of Pittsburg employees, consultants, and contractors supporting this Agreement will be submitted to the MOTCO Security Specialist, through the IGSA-TR or his/her authorized representative, for vetting in DISS to ensure investigative requirements have been obtained before performance of any services. The list of employees will consist of Name, SSN, home address, and telephone number. If a City of Pittsburg employee does not have the appropriate investigative requirement to support this Agreement, the employee will be denied the ability to work in support of this Agreement. Notification of this will be provided to the IGSA-TR or his/her authorized representative upon verification by the MOTCO Security Specialist.

10. Terminal Access: City of Pittsburg employees will comply with base access and control procedures. The Visitor Center personnel will conduct a National Crime Information Center (NCIC) check on all personnel who request access to MOTCO. A MOTCO NCIC Consent form must be signed and submitted within at least seven (7) days of coming to the terminal. If there is nothing prohibiting the individual from working on the installation, they will be granted access. MOTCO Visitor Center is available between the hours of 0630 to 1430 Monday thru Friday; telephone number is (925) 246-4174 /or e-mail usarmy.motco.sddc.list.visitorcontrolcenter@army.mil.

11. Operations Security (OPSEC): All information furnished to the City of Pittsburg is to be used as Controlled Unclassified Information (CUI). The City of Pittsburg is required to be aware of OPSEC requirements from Surface Deployment and Distribution Command (SDDC). Information determined as CUI or included as part of the OPSEC Essential Elements of Friendly Information (EEFI) is not to be released to the public, unless otherwise required by law. The City of Pittsburg will refrain from, and advise all employees performing services under this Agreement, that the unauthorized disclosure (knowingly, willingly, or negligently) of information relating to MOTCO (people, information, equipment, facilities, activities, and operations) may constitute a security violation requiring an inquiry or investigation by the US Government. The City of Pittsburg and all subcontractors shall provide OPSEC protection for sensitive unclassified information and comply with all OPSEC requirements. The City of Pittsburg

and all subcontractors shall employ the countermeasures listed below to protect that information. These OPSEC requirements will be in effect throughout the life of the Agreement from award through the conclusion of services at the end of the period of performance or other termination of the Agreement. In any case where uncertainty or ambiguity regarding OPSEC measures, the City of Pittsburgh shall consult the requirements. Whenever the DoD provides CUI to, or CUI is generated by non-DoD entities, protective measures and dissemination controls, including those directed by relevant law, regulation, or MOTCO-wide policy, will be articulated in the contract, grant, or other legal agreement, as appropriate. DoD contracts must require the City of Pittsburgh to monitor CUI for aggregation and compilation based on the potential to generate classified information pursuant to security classification guidance addressing the accumulation of unclassified data or information. DoD contracts shall require the City of Pittsburgh to report the potential classification of aggregated or compiled CUI to a DoD representative.

12. Protection of Sensitive Data: Per AR 530-1 Chapter 22 e. (3) Persons who knowingly, willfully, or negligently fail to protect sensitive and/or critical information from unauthorized disclosure may be subject to administrative, disciplinary, contractual, or criminal actions.

13. Force Protection Condition (FPCON) Information: FPCON Impact on Work Levels (US Installation Only): City of Pittsburgh is not considered mission essential in this Agreement; therefore, access to the installation during increased FPCON CHARLIE and DELTA is not authorized.

14. Photographs and Video: Photographs and Video are prohibited in and around MOTCO unless a written request containing specific justification and details is approved by the MOTCO OPSEC Officer via the IGSA-TR. Four days' advance notice is required to obtain a photo permit. All the pictures taken must be vetted by the MOTCO OPSEC Officer before the camera leaves MOTCO. Cameras on any mobile device (phones, tablets, dash cams, etc.) are prohibited on MOTCO. All vehicles with video recording capability are prohibited from entering any of the wharves.

15. Security Regulation Compliance: The City of Pittsburgh will be required to comply with all security regulations and directives as identified herein, and other security requirements located in this Agreement. The City of Pittsburgh shall not divulge any financial, planning, programming, or budgeting information without the express consent of MOTCO as outlined in OPSEC and Information Security regulations.

a. Department of Defense:

(1) 2000.16 (DoD Antiterrorism (AT) Standards)

(2) 5200.01 (DoD Information Security Program, 4 Vol's) 5200.2-R (DOD Personnel Security Program)

(3) 5200.08-R (DoD Physical Security Program) 5220.22-M (National Industrial Security Program)

- (4) 8500.1 (Information Assurance)
- (5) 2000.12 (DoD Antiterrorism Program)
- (6) 8500.2 (Information Assurance Implementation)

*DoD regulations found at: <http://www.dtic.mil/whs/directives/corres/pub1.html>

b. Army:

- (1) AR 25-2 (Information Assurance)
- (2) AR 380-5 (Department of the Army Information Security Program)
- (3) AR 380-20 (Restricted Areas)
- (4) AR 380-49 (Industrial Security Program) AR 380-67 (Personnel Security Program)
- (5) AR 190-13 (Army Physical Security)
- (6) AR 381-12 (Threat Awareness and Reporting Program)
- (7) AR 525-13 (Antiterrorism)
- (8) AR 530-1 (Operations Security)
- (9) AR 190-11 (Physical Security of AA&E)
- (10) AR 190-13 (Army Physical Security Program)

*Army regulations found at: <http://armypubs.army.mil/>

c. Military Surface Deployment and Distribution Command (SDDC):

- (1) SDDC Regulation 190-13 (SDDC Physical Security Program)
- (2) SDDC Regulation 380-2 (SDDC Operations Security Program)
- (3) SDDC Regulation 380-5 (SDDC Information Security Program)

Annex 2: Safety and Explosive Hazard/ Risk Requirements

SAFETY:

The following paragraphs provide information pertaining to general safety and Explosive Hazard/Risk Requirements.

1. Explosive Hazard/Risk: MOTCO port activities primarily involve the storage and transportation of military ammunition and explosives. This Annex serves as an official notification to City of Pittsburgh employees working on MOTCO of the potential hazards associated with ammunition and explosives. In the event of an accidental detonation, City of Pittsburgh employees and/or equipment may be subject to the following consequences depending on the quantity of explosives involved and the distance from the explosion:
 - a. Personnel may be killed or injured by blast, debris, or impact against hard surfaces.
 - b. Equipment may be destroyed or damaged by the blast or debris.
2. Evacuation Requirements: In the event of an emergency in/near/around the City of Pittsburgh's work area, which may include but is not limited to weather and/or operational emergencies, notification will be given, as applicable. When MOTCO's lightning warning systems (LWS) shows lightning within various designated ranges (i.e. 30-to-5-mile radius), MOTCO personnel will announce on the giant voice, radio, cell phone, or in-person the status and whether evacuation is required. The MOTCO procedure for terminating ammunition operations during a thunderstorm can be found in the most recent revision of MOTCO Explosives Safety Management Program in appendix 2 "Terminating Operations Due to Lightning." Copies may be obtained through the IGSA-TR and/or the MOTCO Safety office.
3. If City of Pittsburgh personnel are instructed by the MOTCO warning systems to evacuate, immediately cease work, leave everything, and evacuate the area to a predetermined area.
4. City of Pittsburgh Acknowledgement: The City of Pittsburgh acknowledges the potential hazards of performing work on MOTCO when formally entering into this IGSA. The City of Pittsburgh is responsible for ensuring its employees are aware of the potential hazards prior to performing work at MOTCO.
5. The City of Pittsburgh is directly responsible for the safety and occupational health (SOH) standards for its employees and must comply with The Occupational Safety and Health Act of 1970; or any other applicable Federal, State, and local laws, codes, ordinances, and regulations.
6. The City of Pittsburgh shall provide and maintain work environments and procedures which will safeguard the public and MOTCO personnel, property, materials, supplies, and equipment exposed to City of Pittsburgh operations and activities.

7. The City of Pittsburgh shall provide prevention plans and accident investigation procedures upon request from the IGSA-TR.

8. The City of Pittsburgh shall notify the IGSA-TR of hazards that arise as a result of work or activities.

Annex 3: Insurance, Liability, and Miscellaneous Requirements

INSURANCE:

The City of Pittsburg shall, at its own expense, provide and maintain during the entire period of this IGSA, the following insurance coverage:

General liability insurance with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for all premises and operations. This policy shall include coverage for bodily injury, death, and property damage arising out of actions or omissions by the City of Pittsburg or its employees, agents, or representatives.

Comprehensive vehicular liability insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.

Copies of the insurance policies shall be furnished to the IGSA-TR and IGSA-M prior to the commencement of any services under this Agreement.

LIABILITY FOR DAMAGE TO THIRD PARTIES:

The City of Pittsburg shall be liable to the United States Army for loss or damage to third parties in performance of the services, wherever performed, and for injury or death of persons resulting from the negligence or fault of the City of Pittsburg, its employees, its contractors, or agents in performance of the Agreement. The City of Pittsburg shall hold the United States harmless from claims or litigation from third parties and shall indemnify the MOTCO for all judgments against it as well as costs incurred in connection with defense of such litigation, except to the extent the claims or litigation arise from the negligence or wrongful acts or omissions of the United States Army, its officers, employees, or agents. The United States shall not be responsible for injuries and deaths to the City of Pittsburg's employees or employees of its contractors, unless caused by a United States Army Officer, employee, or agent and compensable pursuant to federal legislation authorizing recovery against the United States.

DUTY TO COOPERATE IN ACCIDENTS AND DAMAGE:

The City of Pittsburg shall fully cooperate with the United States Army in investigations involving accidents or damage to property or persons on property under federal control. The City of Pittsburg shall timely furnish to the IGSA-TR reports of investigations it completes regarding such incidents.

MEDICAL CARE IN EMERGENCIES:

In an event of an emergency, MOTCO fire department will provide first response for emergency medical service and coordinate for medical transport as needed to local medical facilities.

DRUG FREE WORKPLACE ON MILITARY INSTALLATIONS AND FACILITIES:

All property under the control of the Department of the Army are drug free areas. Notwithstanding any contrary State or Local law, the City of Pittsburg shall notify all individuals performing services on the installation that no controlled substances as

specified in the Controlled Substances Act and 21 Code of Federal Regulations shall be sold, distributed, used, or consumed on the installation. The IGSA-TR may direct the City of Pittsburgh to bar individuals who violate these laws and policies. Such individuals additionally may be barred from access to the installation by the installation commander.

FEDERAL HOLIDAYS:

The City of Pittsburgh's employees will not perform services during federal holidays. The federal holidays are as follows:

- New Years
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Maria M. Aliotti - Interim City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the City Manager to Execute a Cooperative Agreement with East Contra Costa Regional Fee and Financing Authority for Project 2041 – Bailey Road Improvements Phase I

MEETING DATE: September 15, 2025

EXECUTIVE SUMMARY

The East Contra Costa Regional Fee and Financing Authority (ECCRFFA) supports the establishment and administration of a uniform regional development fee program that funds and implements regional road improvement projects in the East County area. This resolution will authorize the execution of a Cooperative Agreement between ECCRFFA and the City of Pittsburg to fund the design phase for Project 2041 – Bailey Road Improvements Phase I (Project).

FISCAL IMPACT

This Cooperative Agreement will allow ECCRFFA to reimburse up to \$5,000,000 for 97% of all eligible design phase expenses for the Project. The local match requirement will be paid for by development fair share contributions.

RECOMMENDATION

City Council adopt the attached resolution authorizing the City Manager to execute the Cooperative Agreement for Project 2041 – Bailey Road Improvements Phase I.

BACKGROUND

On August 9, 1994, Antioch, Brentwood, Pittsburg, and Contra Costa County formed the ECCRFFA, a separate joint powers agency, by entering into an agreement that would support the establishment and administration of a uniform regional development fee program that funds and implements regional road improvement projects in the East County area. Five amendments have been made between 1999 and 2024.

On August 8, 2024, the ECCRFFA Board of Directors adopted Resolution No. 2024/02, which included the adoption of the Fehr & Peers May 2024 East Contra Costa Regional Fee Program Update, adding 18 new projects to the ECCRFFA list of projects.

On June 12, 2025, the ECCRFFA Board of Directors approved the ECCRFFA Priority Projects, which included Project 2041, and adopted Resolution No. 25/11 appropriating funds to the Project.

SUBCOMMITTEE FINDINGS

This item was presented to the Infrastructure and Transportation Subcommittee on May 22, 2025.

STAFF ANALYSIS

With the completion of the majority of the priority projects identified for funding through the ECCRFFA program, the ECCRFFA Board of Directors requested each agency propose their priority projects for consideration to be added to the Strategic Plan. The City of Pittsburg requested that Bailey Road Improvements be added as our priority project. The Project will widen Bailey Road from West Leland Road to the southern city limits from two lanes to four lanes. The Project will also accommodate Class II bicycle lanes, sidewalks along Bailey Estates frontage, and a raised center median.

ECCRFFA has estimated that \$25,000,000 will be available over the next 5 years for the City of Pittsburg to use for reimbursement of projects. The City of Pittsburg requested to use these funds for reimbursement for costs associated with the improvements on California Avenue as part of Project 2019 – BART Pedestrian & Bicycle Connectivity, with the remaining funds being allocated to the Project. The Project will need to be constructed in phases due to the total cost exceeding the available funds. Future phases of this Project will be constructed as funding becomes available.

ATTACHMENTS: Resolution
 Cooperative Agreement 37-25
 ECCRFFA Resolution 25/11

Report Prepared By: John Samuelson, Public Works Director/City Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Execute)
A Cooperative Agreement with East)
Contra Costa Regional Fee and Financing)
Authority for Project 2041 – Bailey Road)
Improvements Phase I)

RESOLUTION NO.25-

WHEREAS, on August 9, 1994, Antioch, Brentwood, Pittsburg, and Contra Costa County formed the East Contra Costa Regional Fee and Financing Authority (ECCRFFA), a separate joint powers agency, by entering into an agreement that would support the establishment and administration of a uniform regional development fee program that funds and implements regional road improvement projects in the East County area. Five amendments have been made between 1999 and 2024; and

WHEREAS, on August 8, 2024, the ECCRFFA Board of Directors adopted Resolution No. 2024/02, which included the adoption of the Fehr & Peers May 2024 East Contra Costa Regional Fee Program Update, adding 18 new projects to the ECCRFFA list of projects; and

WHEREAS, on June 12, 2025 the ECCRFFA Board of Directors approved the ECCRFFA Priority Projects, which included Project 2041 – Bailey Road Improvements Phase I (Project), and adopted Resolution No. 25/11 appropriating funds to the Project; and

WHEREAS, the Project will widen Bailey Road from West Leland Road to the southern city limits from two lanes to four lanes. The project will also accommodate Class II bicycle lanes, sidewalks along Bailey Estates frontage, and a raised center median, and

WHEREAS, this Cooperative Agreement will allow ECCRFFA to reimburse up to \$5,000,000 for 97% of all eligible design phase expenses for the Project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg authorizes the City Manager to execute the Cooperative Agreement with the East Contra Costa Regional Fee and Financing Authority to secure funding for Project 2041 – Bailey Road Improvements Phase I.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 15th day of September 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST BY:

Alice E. Evenson, City Clerk

**COOPERATIVE AGREEMENT No. 37-25
BETWEEN
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA)
AND
THE CITY OF PITTSBURG**

*Relative to:
Bailey Road Improvements Project*

This Cooperative Agreement ("AGREEMENT") is entered into as of June 12, 2025 ("EFFECTIVE DATE"), by and between the East Contra Costa Regional Fee and Financing Authority ("ECCRFFA"), a joint exercise of powers agency organized as a separate entity by the cities of Antioch, Brentwood, Oakley, and Pittsburg and the County of Contra Costa, and the City of Pittsburg ("CITY"), a municipal corporation (ECCRFFA and the CITY are sometimes collectively referred to as the "PARTIES," and each as a "PARTY").

RECITALS

- A. ECCRFFA and the CITY desire to enter into this AGREEMENT to define a framework to enable the two PARTIES to work cooperatively in developing transportation improvements for the Bailey Road Improvements Project ("PROJECT") in Contra Costa County. The PROJECT is more particularly described in Exhibit A.
- B. The members of ECCRFFA signed a Joint Exercise of Powers Agreement ("ECCRFFA JEPA") pertaining to the Regional Transportation Development Impact Mitigation ("RTDIM") Fee in East Contra Costa County. ECCRFFA adopted the East Contra Costa Regional Fee Program Update on June 13, 2024, which added the PROJECT to the RTDIM Fee Program.
- C. The PROJECT will receive ECCRFFA funding, in accordance with the fifth amendment to the ECCRFFA JEPA, dated October 22, 2024 ("FIFTH JEPA AMENDMENT"). The ECCRFFA Strategic Plan, approved on June 12, 2025, ("STRATEGIC PLAN") commits to providing an ECCRFFA RTDIM fee contribution of the regional share of the following PROJECT costs: PROJECT-related consultant/contractor costs related to design and construction phases (together, the "ELIGIBLE PROJECT COSTS").
- D. The CITY is managing the environmental, design, and construction processes for the PROJECT within the CITY. The CITY will seek ECCRFFA funding for ELIGIBLE PROJECT COSTS that the CITY incurs, in accordance with Exhibit C. Subject to the STRATEGIC PLAN and the requirements of this AGREEMENT, the CITY will request those funds, and ECCRFFA will consider authorizing those funds, for specific ELIGIBLE PROJECT COSTS that the CITY incurs.

NOW, THEREFORE, in consideration of the foregoing, ECCRFFA and the CITY do hereby agree as follows:

Section I.

CITY AGREES:

1. To submit to ECCRFFA requests for appropriation of funds to pay ELIGIBLE PROJECT COSTS for the construction phase of the PROJECT. Each request for appropriation must detail the PROJECT scope, schedule, and proposed funding plan, and shall meet the requirements in Exhibit C. The CITY shall deliver each request for appropriation to ECCRFFA at least sixty (60) days before the funds are needed. The CITY's submittal of a funding request, and ECCRFFA's approval of a funding resolution under Section II.1., does not guarantee RTDIM funds will be available to satisfy the CITY's funding request. ECCRFFA's obligations under any funding resolution are subject to the conditions more particularly described in Section II.1.
2. To apply any funds received under this AGREEMENT to the ELIGIBLE PROJECT COSTS consistent with the terms and conditions specified in the funding resolution approved by ECCRFFA.
3. To allow ECCRFFA to audit all expenditures relating to the PROJECT funded through this AGREEMENT. For the duration of the PROJECT, and for three (3) years following completion of the PROJECT, or earlier discharge of this AGREEMENT, CITY will make available to ECCRFFA and its agents and auditors all records relating to PROJECT expenses the CITY incurs in performance of this AGREEMENT.
4. To provide invoices and progress reports to ECCRFFA, consistent with the requirements of Exhibit C, along with the summary of expenditures to date, and to maintain strict accounting of all ELIGIBLE PROJECT COSTS for which future reimbursement will be requested.
5. Each year during the term of this AGREEMENT, to prepare and provide ECCRFFA, within ninety (90) days of the last day of ECCRFFA's fiscal year, a report that itemizes both (a) the expenditure of all funds received from ECCRFFA for ELIGIBLE PROJECT COSTS during the fiscal year for which the report is prepared, and (b) progress to date in CITY's implementation of the PROJECT during the fiscal year for which the report is prepared.
6. To comply with Contra Costa Transportation Authority's ("CCTA") Policy on the Implementation of Measure J Projects (CCTA Resolution 08-13-P) and all other applicable policies that CCTA or ECCRFFA may adopt in the future.

7. To be responsible for evaluating prospective consultants and contractors to be retained by the CITY and, subsequently awarding contracts for the PROJECT-related work contemplated in this AGREEMENT, consistent with this AGREEMENT and any appropriation resolutions adopted by ECCRFFA in the future.
8. Upon ECCRFFA's request, to provide ECCRFFA copies of all executed contracts and other PROJECT documents between the CITY and consultants, contractors, and others involved in the PROJECT. The CITY shall retain all copies of such executed contracts during PROJECT implementation, and for three (3) years following completion of PROJECT, or the earlier discharge of this AGREEMENT under Section III.2.
9. To oversee and manage PROJECT consultant and contractor activities, including responsibility for schedule, budget, and oversight of the services, consistent with the scope of ECCRFFA funding resolutions.
10. If the PROJECT involves any further right-of-way acquisition, to follow the requirements of state law and the Federal Uniform Acquisition and Relocation Assistance Act and, if applicable, to transfer net proceeds, after deducting auditable costs of sales, to ECCRFFA resulting from the sale of excess lands purchased in whole or in part with RTDIM funds, in the same proportion to the net proceeds as the original contribution of such RTDIM funds was to the purchase price of the original parcel.
11. To obtain all permits, licenses, and land rights necessary for construction of the PROJECT.
12. ECCRFFA's contribution of RTDIM funds to the PROJECT under this AGREEMENT shall not exceed the regional component of the PROJECT, as more particularly described in the STRATEGIC PLAN, which may be updated from time to time by ECCRFFA.

Section II.

ECCRFFA AGREES:

1. In response to a CITY request for appropriation of funds for ELIGIBLE PROJECT COSTS, to consider, within 60 days after receiving such request, whether to adopt a funding resolution, provided that notice of cancellation or termination of this AGREEMENT pursuant to Section III.2. has not been given. ECCRFFA, in its sole discretion, may adopt a funding resolution for ELIGIBLE PROJECT COSTS before ECCRFFA actually has RTDIM funds available to pay the CITY for those costs. Subject to the PROJECT's inclusion in ECCRFFA's Strategic Plan and subject to availability of RTDIM funds collected, ECCRFFA'S obligation to provide the CITY funds for ELIGIBLE PROJECT COSTS under an adopted funding resolution is

expressly made subject to ECCRFFA's receipt of sufficient RTDIM funds to both (a) meet other ECCRFFA obligations, and (b) to provide funding under the funding resolution, both as determined by ECCRFFA in its sole discretion. ECCRFFA's contribution of RTDIM funds shall not exceed ELIGIBLE PROJECT COSTS, whenever incurred, in accordance with the STRATEGIC PLAN. Upon ECCRFFA's adoption of a funding resolution providing RTDIM funds for ELIGIBLE PROJECT COSTS under this AGREEMENT, the resolution shall be deemed to be incorporated into Exhibit B and, by this reference, made a part of this AGREEMENT notwithstanding the requirements of Section III.7. Each funding resolution will include additional conditions, if any, and the purpose and timing, or projected timing, for release of RTDIM funds to the CITY for the ELIGIBLE PROJECT COSTS. A chronological listing of appropriation resolutions will be included in and made a part of Exhibit B, which is hereby incorporated into this AGREEMENT and made a part hereof. Exhibit B will be updated with each new appropriation resolution. Each request for appropriation of funds will include the most current ECCRFFA overall financial plan for the PROJECT.

2. To provide at least thirty (30) days' advance notice to the CITY if an audit is to be conducted.
3. To provide CITY copies of all future updates of the STRATEGIC PLAN. ECCRFFA shall have sole discretion to revise and update its STRATEGIC PLAN from time to time in the future, to adjust funding commitments for all projects funded with RTDIM funds, provided that ECCRFFA's funding commitment to the PROJECT shall not exceed the ELIGIBLE PROJECT COSTS.

Section III.

IT IS MUTUALLY AGREED:

1. Term: This AGREEMENT will remain in effect until it is discharged, cancelled, or terminated in accordance with Section III.2., excepting only those sections that expressly survive such discharge, cancellation, or termination, as set forth in Section III.14.
2. Discharge: This AGREEMENT shall be subject to discharge as follows:
 - a. Except for breach, which is covered in Section III.2(b) below, either PARTY may terminate this AGREEMENT at any time, pursuant to a power created by this AGREEMENT or by law, for causes beyond the control and without the fault or negligence of said PARTY, including any force majeure event, if such causes irrevocably disrupt or render said PARTY's performance impossible under this AGREEMENT. The terminating PARTY shall give written notice of termination under this Section III.2(a) to the other PARTY, specifying both the cause for the termination and the effective date of the termination. Notice of

termination under this Section III.2(a) shall be given at least ninety (90) days before the effective date of such termination.

- b. This AGREEMENT may be cancelled by a PARTY for breach of any obligation, covenant or condition set forth in this Agreement by the other PARTY, upon notice to the breaching Party. With respect to any breach which is reasonably capable of being cured, the breaching PARTY shall have thirty (30) days from the date of the notice to initiate steps to cure. If the breaching PARTY diligently pursues cure, such PARTY shall be allowed reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted by the non-breaching PARTY. On cancellation, the non-breaching PARTY retains the same rights as a PARTY exercising its right to terminate under the provisions of Section III.2(a) and said cancelling PARTY also retains any remedy for breach of the whole AGREEMENT or any unperformed balance.
 - c. By mutual written consent of both PARTIES, this AGREEMENT may be terminated at any time.
3. Indemnity: It is mutually understood and agreed, relative to the reciprocal indemnification of ECCRFFA and the CITY:
- a. That neither ECCRFFA, nor any officer, employee, director, agent or subcontractor thereof, shall be responsible for, and the CITY shall fully defend, indemnify, and hold harmless ECCRFFA, its officers, agents, employees, and member agencies against, any damage or liability occurring by reason of anything done or omitted to be done by the CITY, its officers, agents, employees, consultants, or contractors under or in connection with any work, authority, or jurisdiction delegated to the CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, the CITY shall fully defend, indemnify, and hold ECCRFFA, its officers, agents, employees, and member agencies harmless for any liability imposed for injury, as defined by Government Code Section 810.8, occurring by reason of anything done or omitted to be done by the CITY, its officers, agents, employees, consultants, or contractors under this AGREEMENT or in connection with any work, authority, or jurisdiction delegated to the CITY under this AGREEMENT.
 - b. That neither the CITY, nor any officer, employee, director, agent or subcontractor thereof, shall be responsible for, and ECCRFFA shall fully indemnify and hold harmless the CITY against, any damage or liability occurring by reason of anything done or omitted to be done by ECCRFFA under or in connection with any work, authority, or jurisdiction delegated to ECCRFFA under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, ECCRFFA shall fully indemnify and hold the CITY harmless from any liability imposed for injury, as defined by

Government Code Section 810.8, occurring by reason of anything done or omitted to be done by ECCRFFA under this AGREEMENT or in connection with any work, authority, or jurisdiction delegated to ECCRFFA under this AGREEMENT.

4. Notices: Any notice which may be required under this AGREEMENT shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such addresses which may be specified in writing to the PARTIES hereto.

CITY: City of Pittsburg
ATTN: City Manager
65 Civic Avenue
Pittsburg, CA 94565

ECCRFFA: ECCRFFA Program Manager
Contra Costa County Public Works Department
255 Glacier Drive
Martinez, CA 94553

5. Recitals: The recitals are true and correct and are incorporated in and a part of this AGREEMENT.
6. Additional Acts and Documents: Each PARTY agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent, and purpose of this AGREEMENT.
7. Integration: This AGREEMENT represents the entire agreement of the PARTIES with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the PARTIES except as expressly set forth herein, or in other contemporaneous written agreements.
8. Amendment: This AGREEMENT may not be changed, modified, or rescinded except in writing, signed by all PARTIES hereto, and any attempt at oral modification of this AGREEMENT shall be void and of no effect.
9. Independent Agency: ECCRFFA acts under this AGREEMENT as an independent agency. None of ECCRFFA's agents or employees shall be agents or employees of the CITY. The CITY acts under this AGREEMENT as an independent agency. None of the CITY's agents or employees shall be agents or employees of ECCRFFA.

10. Assignment: This AGREEMENT may not be assigned, transferred, hypothecated, or pledged by any PARTY without the express written consent of the other PARTY.
11. Binding on Successors: This AGREEMENT shall be binding upon the successors, assignees, and transferees of ECCRFFA and the CITY. This provision shall not be construed as an authorization to assign, transfer, hypothecate, or pledge this AGREEMENT other than as provided above.
12. Severability: Should any part of this AGREEMENT be determined to be unenforceable, invalid, or beyond authority of either PARTY to enter into or carry out, such determination shall not affect the validity of the remainder of this AGREEMENT which shall continue in full force and effect; provided that, the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the PARTIES.
13. Counterparts: This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original.
14. Survival: Notwithstanding anything to the contrary in this AGREEMENT, the following provisions in this AGREEMENT shall survive the cancellation, expiration, discharge, or termination of this AGREEMENT:
- a. As to the CITY:
 - Section I.2. (obligation to apply funds to PROJECT)
 - Section I.3. (obligation to allow audit and retain records)
 - Section I.4. (obligation to provide remaining invoices and progress reports)
 - Section I.5. (for the year in which termination occurs only, to prepare an annual report to the ECCRFFA)
 - Section I.8. (obligation to provide copies)
 - Section I.9. (obligation to continue to manage PROJECT)
 - Section I.10. (obligation to reimburse funds on sale of excess land)
 - b. As to ECCRFFA:
 - Section II.3. (obligation to provide notice of audit)
 - c. As to both PARTIES:
 - Section III.3. (indemnity obligations)
 - Section III.11. (successors, assignees, and transferees)
15. Limitations:
- a. All obligations of ECCRFFA under the terms of this AGREEMENT are expressly subject to ECCRFFA's continued authorization to collect and expend RTDIM fees in East Contra Costa County, as well as the availability of funding, taking into consideration all of the obligations of ECCRFFA under all

outstanding contracts, agreements and other obligations of ECCRFFA in connection with funds for such purposes. The availability of RTDIM funds is based on the collection of development fees, which are not a guaranteed revenue stream. If, for any reason, ECCRFFA's right to collect or expend such RTDIM funds is terminated or suspended in whole or part, or if the amount of fees being collected falls short of the projections in the STRATEGIC PLAN, as may be amended from time to time, ECCRFFA shall promptly notify the CITY in writing, and the PARTIES shall consult on a course of action. If, after twenty-five (25) days, a course of action is not agreed upon by the PARTIES, this AGREEMENT shall be deemed terminated by mutual or joint consent.

- b. This AGREEMENT does not guarantee that RTDIM funds will be available for the purposes of this AGREEMENT at the time that the CITY requests funds for ELIGIBLE PROJECT COSTS, according to any funding schedule adopted by the CITY, or at the time ECCRFFA adopts a funding resolution. ECCRFFA's adoption, amendment, or revision of the STRATEGIC PLAN also does not guarantee that RTDIM funds will be available according to the projected schedule of availability of funds in the STRATEGIC PLAN, as adopted, amended, or revised.

16. No Third-Party Beneficiaries. Nothing in this AGREEMENT, express or implied, is intended to confer on any person other than the PARTIES and their successors and assigns any rights or remedies by reason of this AGREEMENT.

17. Governing Law; Construction. This AGREEMENT shall be governed and construed in accordance with California law. The section headings and captions of this AGREEMENT are, and the arrangement of this AGREEMENT is, for the sole convenience of the PARTIES to this AGREEMENT. The section headings, captions, and arrangement of this AGREEMENT do not in any way affect, limit, amplify, or modify the terms and provisions of this AGREEMENT. This AGREEMENT shall not be construed as if it had been prepared by one of the PARTIES, but rather as if both PARTIES have prepared it. The PARTIES to this AGREEMENT and their attorneys have read and reviewed this AGREEMENT and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this AGREEMENT.

18. Waiver. A waiver of breach of any covenant or provision in this AGREEMENT shall not be deemed a waiver of any other covenant or provision in this AGREEMENT, and no waiver shall be valid unless in writing and executed by the waiving PARTY.

The PARTIES have executed this Agreement as of the EFFECTIVE DATE.

CITY OF PITTSBURG

**EAST CONTRA COSTA REGIONAL
FEE & FINANCING AUTHORITY**

Maria M. Aliotti, Interim City
Manager

Dale Dennis, Program Manager

Approved as to Form:

Approved as to Form:
Thomas L. Geiger, County Counsel

Donna Mooney, City Attorney

By Stephen M. Siptroth
Assistant County Counsel

Attachments

Exhibit A	Description of the Bailey Road Improvements Project
Exhibit B	Compensation Schedule (Listing of Funding Resolutions)
Exhibit C	Method of Payment

**COOPERATIVE AGREEMENT No. 37-25
BETWEEN
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA)
AND
THE CITY OF PITTSBURG**

EXHIBIT A

DESCRIPTION OF THE PROJECT

The Bailey Road Improvements Project (Project) will widen Bailey Road from 2-lanes to 4-lanes from West Leland Road to the southern City limit shared with the City of Concord. The Project will include sidewalks/shoulders, bicycle lanes, and a raised center median with turn lanes.

**COOPERATIVE AGREEMENT No. 37-25
BETWEEN
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA)
AND
THE CITY OF PITTSBURG**

EXHIBIT B

COMPENSATION SCHEDULE

Chronological Listing of ECCRFFA Fund Appropriation Resolutions

Project Number	Resolution Number	DATE	FUNDS APPROPRIATED	CUMULATIVE TOTAL
				0
			TOTAL FUNDS APPRORIATED	0

**COOPERATIVE AGREEMENT No. 37-25
BETWEEN
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA)
AND
THE CITY OF PITTSBURG**

EXHIBIT C

METHOD OF PAYMENT

1. The CITY will submit, no more often than monthly, invoices to ECCRFFA which include all costs of the PROJECT for which RTDIM funds are being requested for the stated time period.
2. The invoice shall include the following information. An invoice shall request ECCRFFA funding for only ELIGIBLE PROJECT COSTS:

A. ELIGIBLE PROJECT COSTS include the regional share of the Construction-phase costs (i.e., construction and construction management) for the PROJECT. The City share of the ELIGIBLE PROJECT COSTS is 0% and the ECCRFFA share (regional) is 100%.

B. Invoices should include the following:

- a) A listing of the prime consultant/contractor and any sub-consultant/sub-contractor labor costs, broken out by funding resolution.
- b) An itemized list of all other non-labor costs with identification of the activity to which the expense is chargeable.
- c) The invoice submitted by the CITY should include a copy of the consultant/contractor invoice as backup to the above information.

C. Certification

The following statement will be included in each monthly invoice submitted by the CITY: "We hereby certify that the funds requested by the City of Pittsburgh are to reimburse the City of Pittsburgh for project costs already incurred and have not been included in a previous invoice request."

D. Progress reports

The CITY will submit a progress report that summarizes the activities covered by the invoice.

3. Subject to the provisions of a funding resolution adopted by ECCRFFA's Board of Directors and the requirements of the AGREEMENT, ECCRFFA will process reimbursement to the CITY within sixty (60) calendar days after receipt by ECCRFFA of an invoice, containing all of the information required under item 2 above. ECCRFFA reserves the right to adjust future reimbursements should subsequent review indicate that an invoice includes ineligible costs.

**EAST CONTRA COSTA
REGIONAL FEE AND FINANCING AUTHORITY**

Antioch – Brentwood – Pittsburg – Pittsburg and Contra Costa County

**APPROPRIATION RESOLUTION NO. 25/11 A RESOLUTION OF THE EAST CONTRA COSTA
REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA) APPROPRIATING FUNDS TO
THE BAILEY ROAD IMPROVEMENTS PROJECT IN ACCORDANCE WITH COOPERATIVE
AGREEMENT NO. 37-25 BETWEEN ECCRFFA
AND CITY OF PITTSBURG (CITY)
FOR THE BAILEY ROAD IMPROVEMENTS PROJECT**

WHEREAS, the East Contra Costa Regional Fee and Financing Authority (“ECCRFFA”) Strategic Plan, dated June 12, 2025, (“Strategic Plan”) includes \$5,000,000 for the California Avenue Project (“PROJECT”); and

WHEREAS, ECCRFFA and CITY have entered into a Cooperative Agreement No. 37-25 regarding the funding of the PROJECT; and

WHEREAS, CITY has submitted a Request for Appropriation of Funds (“Request”) and an overall financial plan for the PROJECT pursuant to Cooperative Agreement No. 37-25; and

WHEREAS, ECCRFFA’s Program Manager has reviewed the Request and has determined that (1) the Request is for Eligible Project Costs, as defined in Cooperative Agreement No. 37-25, and (2) the request is consistent with the most recent ECCRFFA Strategic Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY, AS FOLLOWS:

RESOLVED, that the Request is consistent with the Strategic Plan and Cooperative Agreement No. 37-25; and

RESOLVED, that the scope of work and conditions set forth in Attachment A of this RESOLUTION, which is incorporated herein as set though set forth at length, are hereby approved; and

Board of Directors:

Susannah Meyer, City of Brentwood - Chair
Aaron Meadows, City of Oakley - Vice Chair
Juan Banales, City of Pittsburg
Diane Burgis, Contra Costa County
Ron Bernal, City of Antioch

**EAST CONTRA COSTA
REGIONAL FEE AND FINANCING AUTHORITY**

Antioch – Brentwood – Pittsburg – Pittsburg and Contra Costa County

RESOLVED, that funds will be disbursed to CITY in accordance with the provisions of Cooperative Agreement No. 37-25, but, unless ECCRFFA determines additional funds are available, not to exceed, on an annual basis, the amounts programmed by fiscal year, as shown in the Strategic Plan; and

RESOLVED, that this appropriation shall expire on December 31, 2028; and

RESOLVED, that this Resolution is incorporated into Exhibit B of Cooperative Agreement No. 37-25, an updated copy of which is attached as Attachment B to this RESOLUTION. Exhibit B in the Cooperative Agreement is replaced with new Exhibit B attached hereto as Attachment B.

PASSED AND ADOPTED at a regular meeting of the Board of Directors held the 12th day of June, 2025, by the following vote:

AYE: Meyer, Meadows, Banales, Burgis, Bernal

NAY: None

ABSENT: None

ABSTAIN: None

Attest:

A handwritten signature in blue ink, appearing to read "Lal S ennis", is written over a horizontal line.

Secretary or Designee

Board of Directors:

Susannah Meyer, City of Brentwood - Chair

Aaron Meadows, City of Oakley - Vice Chair

Juan Banales, City of Pittsburg

Diane Burgis, Contra Costa County

Ron Bernal, City of Antioch

ATTACHMENT A

**EAST CONTRA CITY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/11**

Date: June 12, 2025

Amount of Funds: \$5,000,000

Appropriated to: City of Pittsburgh

Specific Project: Bailey Road Improvements (Project)

Appropriated For: Project Development Costs for Project.

Scope of Work: Environmental, Design or R/W Phases

Other Conditions:

1. Subject to the PROJECT's inclusion in ECCRFFA's Strategic Plan and subject to availability of RTDIM funds collected, ECCRFFA'S obligation to provide the CITY funds for ELIGIBLE PROJECT COSTS under an adopted funding resolution is expressly made subject to ECCRFFA's receipt of sufficient RTDIM funds to both (a) meet other ECCRFFA obligations, and (b) provide funding under the funding resolution, both as determined by ECCRFFA in its sole discretion.
2. ECCRFFA regional share of the Project Development Costs is 97% of the actual Project Development Costs and may be more or less than the allocation of \$5,000,000. If the costs come in higher than \$5,000,000, CITY would need to return to ECCRFFA to request additional funding.
3. ECCRFFA's obligations under this funding resolution are subject to the terms and conditions of Cooperative Agreement No. 37-25.

Staff Comments: None

ATTACHMENT A

**EAST CONTRA CITY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/11**

Total Funds Programmed in the East Contra Costa Regional Fee and Financing Authority Strategic Plan approved on June 12, 2025, for the entire Bailey Road Improvements Project (ECCRFFA's Strategic Plan currently in effect):

<u>Period</u>	<u>Amount</u>
FY 2025/26	\$5,000,000
Total	\$5,000,000
<u>Total Authorization to Date:</u>	
Total funds appropriated to date under Cooperative Agreement No. 37-25 for the Project, including this appropriation, are \$5,000,000.	
Resolution Adopted:	06/12/2025
Appropriation Resolution No:	25/11
Coop Agreement No:	37-25
Project Sponsor:	CITY
Resolution Amount:	\$5,000,000

ATTACHMENT B
EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/11

COOPERATIVE AGREEMENT No. 37-25
between
EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
and
CITY OF PITTBURG

EXHIBIT B

Chronological Listing of Fund Appropriation Resolutions

Project Name			Resolution Number	DATE	FUNDS APPROPRIATED	CUMULATIVE TOTAL
Bailey	Road	Improvements	25/11	6/12/2025	\$5,000,000	\$5,000,000
	Project					

TOTAL FUNDS APPROPRIATED:	\$5,000,000
----------------------------------	-------------

**CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES**

DATE: August 18, 2025

LOCATION: Council Chamber, City Hall, 65 Civic Avenue, Pittsburg, CA 94565

CITY COUNCIL/AGENCY MEMBERS

Jelani Killings, Mayor/Chair
Dionne Adams, Vice-Mayor/Chair
Angelica Lopez, Council/Agency Member
Juan Antonio Banales, Council/Agency Member
Arlene Kobata, Council/Agency Member
S.L. Floyd, Agency Member
Annie Hill Herring, Agency Member

APPOINTED OFFICIALS

Garrett Evans, City Manager/Executive Director
Donna Mooney, City Attorney/Legal Counsel
Alice E. Evenson, City Clerk/Agency Secretary (elected)
Nancy Parent, City Treasurer (elected)

Mayor Killings called the regular meeting to order at 7:05 P.M. in the Council Chamber at City Hall, 65 Civic Avenue Pittsburg, CA. after having convened in Closed Session at 5:47 P.M. for the following Closed Session:

1. PUBLIC EMPLOYMENT Pursuant to Section 54957
City Manager

Substitute City Attorney Crowl stated that the City Council provided direction to staff, and there were no reportable actions taken.

2. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:
City designated representatives: Garrett Evans, Maria Aliotti, Jennifer Brizel, Jordan Davis
Employee organizations: Pittsburg Police Managers Group

Substitute City Attorney Crowl stated that negotiation staff provided an update to the City Council and there were no reportable actions taken.

ROLL CALL

All members were present.

PLEDGE OF ALLEGIANCE

Mayor Killings led the Pledge of Allegiance.

PRESENTATIONS

3. 2025 Pittsburg Promise Community Scholarship Awards

CITY MANAGER REPORTS/REMARKS

City Manager Evans thanked Public Works staff for the landscape work that is being done at City Hall. He also mentioned that he wanted to work with the Mayor on the creation of an Ad-Hoc Subcommittee that would focus on Data Center, and Hydrogen projects.

Assistant City Manager Aliotti gave an update on upcoming community events.

PUBLIC COMMENTS

Michelle Heller, Pittsburg spoke about low police presence in her neighborhood. She mentioned a home invasion and car break-in and asked for police to patrol the area more.

COMMITTEE REPORTS

Member Banales attended the Finance Subcommittee meeting.

Mayor Killings attended the Pittsburg Arts and Community Foundation (PACF) Subcommittee meeting.

CONSIDERATION

7. Adoption of a City Council Resolution Approving the Five-Year Capital Improvement Program for Fiscal Years 2025/26 Through 2029/30 and Allocating Funding for Fiscal Year 2025/26

On Motion by Vice Mayor Adams, seconded by Member Kobata and adopted unanimously.

8. Adoption of a City Council Resolution Authorizing an Agreement with BKF Engineers for the Design of Project 3038-West Leland Road Extension Phase II

Vice Mayor Adams recused herself from this item due to the proximity of her residence. She left the Dais at 7:37 P.M.

On Motion by Member Lopez, seconded by Member Banales and adopted by the following vote:

AYES: Banales, Kobata, Lopez, Killings

ABSENT: Adams [Recused]

Member Adams returned to the Dais at 7:43 P.M.

CONFLICT OF INTEREST STATEMENT

Vice Mayor Adams recused herself from consent calendar item # 11 due to her employer being Pacific Gas & Electric Company.

**COMBINED CITY COUNCIL, PITTSBURG ARTS AND COMMUNITY FOUNDATION,
PITTSBURG POWER COMPANY, SOUTHWEST PITTSBURG GHAD II AND SUCCESSOR
AGENCY CONSENT CALENDAR**

On Motion by Member Banales, seconded by Member Kobata and adopted unanimously.

9. Minutes of July 21, 2025
10. Adoption of a City Council Resolution Accepting Project 4077 - 2024/25 CDBG ADA Curb Ramp Installation as Complete, Allocate Additional Funds, and Authorizing the City Engineer to File a Notice of Completion
11. Adoption of a City Council Resolution Granting an Easement to Pacific Gas & Electric to Provide Service for the Premiere Fields Project
12. Adoption of a City Council Resolution Authorizing the Application for a Land and Water Conservation Fund Grant Funding for the Pittsburg Premier Fields Project and Accepting and Allocating Awarded Funds
13. Adoption of a City Council Resolution Authorizing the Execution of a Second Amendment with West Yost and Associates, Inc. for Project 5067 Water Treatment Plant Filtration Improvements and Hypochlorite Conversion
14. Adoption of a City Council Resolution Accepting Project 1754 – City Park Restroom Facility as Complete and Authorizing the City Engineer to File a Notice of Completion
15. Adoption of a City Council Resolution Accepting the Plans and Specifications and Awarding Project 3022 – Riverview Park Fishing Pier Repairs
16. Adoption of a City Council Resolution Amending the Master Pay Schedule as Required by California Public Employees' Retirement System
17. Adoption of a City Council Resolution Authorizing an Agreement with the City of Concord for Project 2044-Bailey Road Pavement Repair
18. Adoption of a City Council Resolution Authorizing Reimbursement to Developer for Infrastructure Costs Incurred in Community Facilities District (CFD) 2009-01 San Marco
19. Adoption of a Pittsburg Power Company Resolution Approving the Conduit Nonexclusive Lease and License Agreement between Pittsburg Power Company and Smart Fiber Networks
20. Adoption of a Southwest Geological Hazard Abatement District II (GHAD II) Resolution Authorizing Execution of an Agreement with Sadek Derrega Consulting Engineer to Provide Geotechnical Oversight of the Montreux Subdivision

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

PROCLAMATIONS

21. Inspire Pittsburg – Garrett Evans

COUNCIL MEMBER REMARKS

The City Council expressed their appreciation, and each offered farewell remarks to retiring City Manager Evans.

ADJOURNMENT

The meeting adjourned at 8:01 P.M. to September 15, 2025.

Respectfully submitted,

Alice E. Evenson, City Clerk



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Maria M. Aliotti - Interim City Manager

SUBJECT: Receive and File the Treasurer's Report for the Quarter
Ending June 30, 2025

MEETING DATE: September 15, 2025

EXECUTIVE SUMMARY

Each fiscal quarter, an Investment Summary Report is provided to the City Council for review. The report includes the combined detailed information of the City and the Successor Agency's (Agency) investments, which are compliant with the City and Agency's Investment Policies. This Treasurer's Report is for the fiscal quarter ending June 30, 2025.

FISCAL IMPACT

The City's expenditure requirements for the next six months are covered by anticipated revenues from City operations and liquidity from maturing investments. The difference between market value and cost as of June 30, 2025, will be reflected in the City's financial statements for Fiscal Year 2024-25 as an adjustment to interest income for each of the City's funds on a pro rata basis as required by Governmental Accounting Standards Board Statement Number 31. Market values change on a daily basis. The change in market value is considered temporary in nature, as the City mostly holds its investments until maturity, when they can be redeemed at par value.

RECOMMENDATION

City Council accept the Treasurer's Report for the quarter ending June 30, 2025 for information purposes only.

BACKGROUND

On April 21, 1997, the City Council adopted Resolution 97-8448, which established the City's Investment Policy with its primary objectives of safety, liquidity, and yield. The Investment Policy may be reviewed annually and revisions are made on an as needed basis.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

The City's objectives, in order of priority, are to provide safety, ensure the preservation of capital, provide sufficient liquidity for cash needs and earn a competitive rate of return (yield) within the confines of the California Government Code and the Investment Policy. Chandler Asset Management is responsible for managing investments in accordance with the City's Investment Policy. All portfolio holdings were held with investment grade securities.

The advisor-managed funds are comprised of operating funds managed in a Core Portfolio account, as well as several Non-Successor Agency bond-related funds. The City's advisor works to achieve the City's objectives by investing in high-quality, fixed-income securities consistent with the City's investment policy and California Government Code.

The Core Portfolio represents the City's cash reserves. Its return objective is to enhance both interest income and principal value as measured by total return. Total return reflects the value added to the portfolio for a period of time from interest income, realized gains and losses, as well as unrealized gains and losses. The portfolio's total return for the quarter is 1.31%, compared to the City performance benchmark of 1.18%, the Intercontinental Exchange Bank of America Merrill Lynch (ICE BAML) 1-3 Year U.S. Treasury/Agency Index. Since inception (08/01/2018), the portfolio's total return through the quarter end is 2.44%, which is slightly higher than the benchmark return of 2.14% for the same period. Total returns for the quarter and since inception reflect fluctuations in market value.

Summary Cash and Investments as of 06/30/2025		
Investments and Cash	Original Cost	Market Value
Investments		
Portfolio of Securities (Managed by Chandler)	104,743,448.23	106,341,082.36
Bond Managed Reserve (Chandler)	4,852,542.64	4,852,542.64
Section 115 Pension Trust (PARS)	4,527,707.39	4,824,181.67
LAIF	38,505,595.16	38,551,801.87
Total Investments	152,629,293.42	154,569,608.54
City Managed		
Cash	20,395,408.20	20,395,408.20
Bond Funds - Restricted Reserve	71,178,838.04	71,195,920.96
Total City Cash	91,574,246.24	91,591,329.16
Total Cash and Investments	244,203,539.66	246,160,937.71

Sector Allocation					
Security Type	Par Value	Original Cost	Market Value	Average Maturity	Average Yield
Operating Funds					
Cash Equivalents	20,420,432.91	20,420,432.91	20,420,432.91	1	N/A
Money Market Funds	8,333,049.70	8,333,049.70	8,333,049.70	1	3.92%
Investment Pools	38,505,595.16	38,505,595.16	38,551,801.87	1	N/A
Total Liquidity	67,259,077.77	67,259,077.77	67,305,284.48	1	3.92%
U.S. Treasury Notes	42,400,000.00	41,097,144.80	41,953,444.69	566	4.06%
Federal Agency Securities	16,865,000.00	16,847,709.90	17,032,951.02	635	4.21%
Medium-Term Corporate Notes	19,200,000.00	18,961,052.15	19,248,795.85	697	4.62%
Asset-Backed Securities	7,525,950.23	7,515,028.67	7,582,363.00	927	5.04%
Commercial Paper	3,000,000.00	2,902,479.99	2,954,402.00	95	4.51%
Supranationals	2,120,000.00	2,115,642.70	2,125,951.37	595	4.26%
Collateralized Mortgage Obligations	7,193,206.30	6,946,315.61	7,085,100.03	686	4.18%
Total Securities	98,304,156.53	96,385,373.82	97,983,007.96	627	4.30%
Total Operating Funds	165,563,234.30	163,644,451.59	165,288,292.44	372	2.75%
Bonded Debt Funds					
Pittsburg Pension Bond	3,616,767.17	3,616,767.17	3,616,767.17	1	4.18%
Pittsburg AD Auto Mall	375,851.75	374,988.23	374,988.23	1	4.18%
Pittsburg AD Vista DM	862,769.82	860,787.24	860,787.24	1	4.18%
Additional Bonded Debt Funds	71,178,838.04	71,178,838.04	71,195,920.96	N/A	N/A
Total Bonded Debt Funds	76,034,226.78	76,031,380.68	76,048,463.60	1	4.18%
Section 115 Trust					
Equity Mutual Fund	4,527,707.39	4,527,707.39	4,824,181.67		
Total Section 115 Trust Funds	4,527,707.39	4,527,707.39	4,824,181.67	N/A	N/A
Total City Funds	246,125,168.47	244,203,539.66	246,160,937.71		

Governmental Accounting Standards Board Statement 31 requires the City to recognize the fair market value of its investments at the end of each fiscal year. The market values of investments included in this report were obtained from the State Controller's office for Local Agency Investment Funds (LAIF), and from the City's registered investment advisor and bond trustees for longer-term investments.

Attached is the Chandler Asset Management Investment Report detailing an economic

update, account profile, and investment activity for the quarter ending June 30, 2025.

Attachments: Letter from City Treasurer
Investment Report by Chandler Asset Management

Report Prepared By: Christina Nguyen, Accountant II



**City of Pittsburg
Finance Division
65 Civic Avenue
Pittsburg, California 94565**

August 15, 2025

Honorable Mayor and City Council:

I have reviewed the City of Pittsburg's Treasury Report for the quarter ending June 30, 2025, and find that it complies with the Investment Policy established by my office.

Sincerely,

A handwritten signature in blue ink that reads "Nancy Parent". The signature is fluid and cursive, with the first name "Nancy" and last name "Parent" clearly distinguishable.

Nancy Parent
City Treasurer

INVESTMENT REPORT

City of Pittsburg | As of June 30, 2025

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

[ECONOMIC UPDATE](#)

[ACCOUNT PROFILE](#)

[CONSOLIDATED INFORMATION](#)

[PORTFOLIO HOLDINGS](#)

[TRANSACTIONS](#)

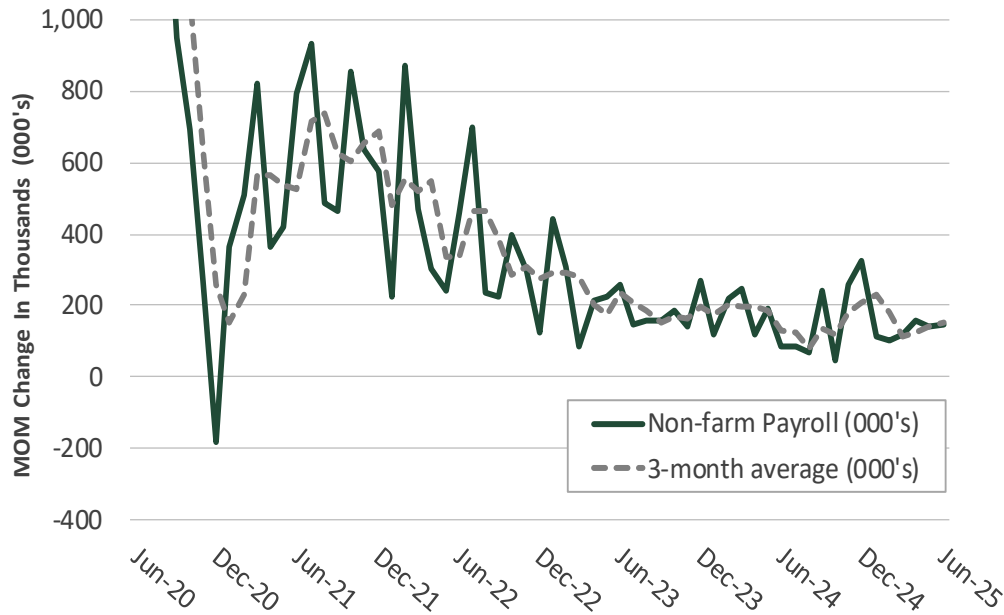
ECONOMIC UPDATE

- Recent economic data suggest slower growth in 2025 and greater market uncertainty as the effects of fiscal policy unfold. Inflationary trends have subsided, but some components remain sticky, and core levels remain above the Fed's target. The labor market reflects improved balance between supply and demand for workers. While job creation has moderated, the unemployment rate remains low; however, continuing jobless claims remain elevated implying a less robust labor market. Given the economic outlook, we expect gradual normalization of monetary policy and a steepening yield curve.

- As broadly anticipated, the Federal Open Market Committee (FOMC) left the Federal Funds Rate unchanged at the range of 4.25 - 4.50% at the June meeting. Fed Chair Powell continued to emphasize the Committee's "wait and see" approach amidst economic uncertainty that remains elevated but diminished. Federal Reserve officials continued to pencil in two rate cuts in 2025.

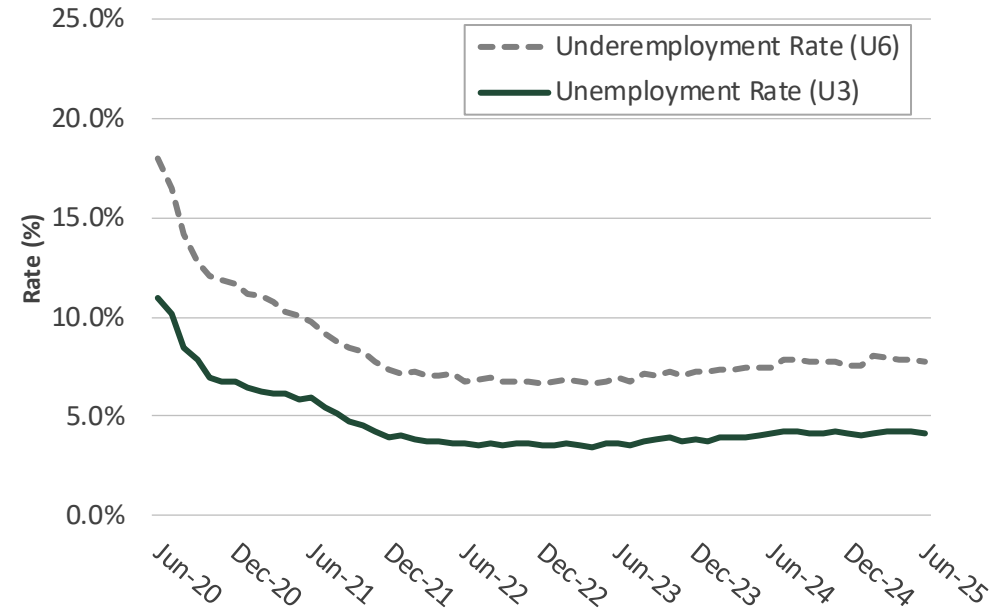
- US Treasury yields declined in June. The 2-year Treasury yield fell 18 basis points to 3.72%, the 5-year Treasury dropped 17 basis points to 3.80%, and the 10-year Treasury yield also declined 17 basis points to 4.23%. The spread between the 2-year and 10-year Treasury yield points on the curve edged up to +51 basis points at June month-end versus +50 basis points at May month-end. The spread between the 2-year Treasury and 10-year Treasury yield one year ago was -36 basis points. The spread between the 3-month and 10-year Treasury yield points on the curve was -7 basis points in June, versus -6 basis points in May.

Nonfarm Payroll (000's)



Source: US Department of Labor

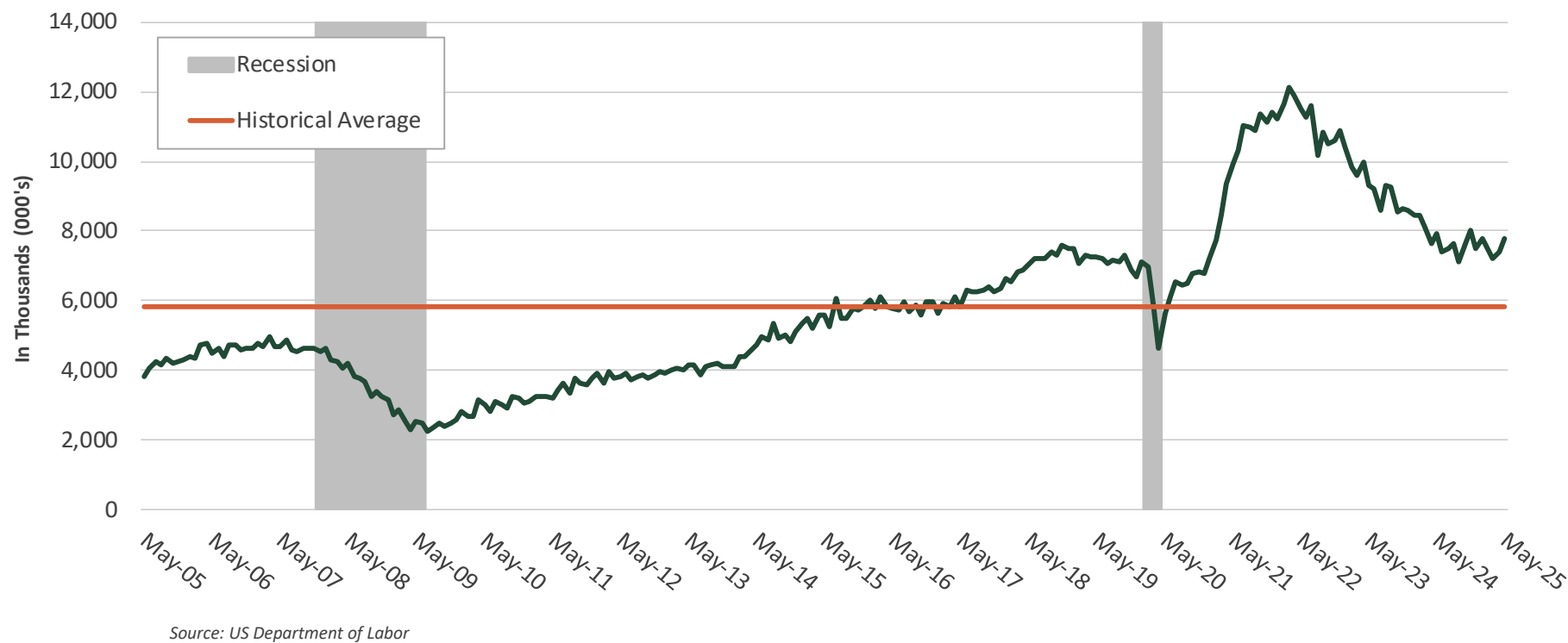
Unemployment Rate



Source: US Department of Labor

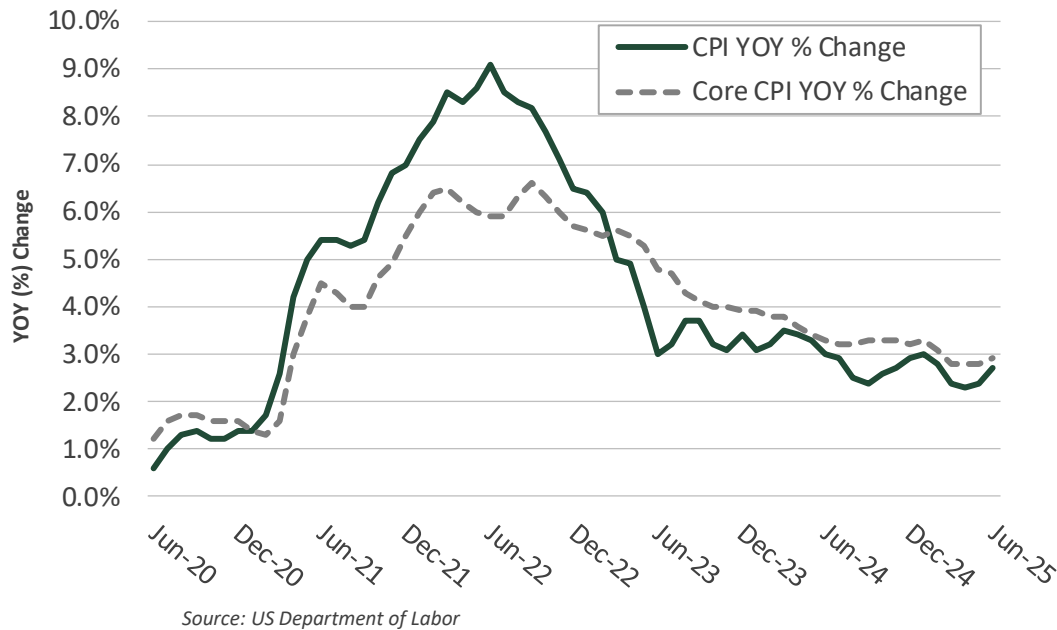
The U.S. economy added 147,000 jobs in June, exceeding consensus expectations, and the last two months were revised up by 16,000. Gains were primarily driven by state and local government education, while job growth in service sectors languished. The three-month moving average and six-month moving average payrolls totaled 150,000 and 130,000 respectively. The unemployment rate declined to 4.1% in June from 4.2% in May, due to a shrinking labor force. The labor participation rate dipped to 62.3%, remaining below the pre-pandemic level of 63.3%. The U-6 underemployment rate, which includes those who are marginally attached to the labor force and employed part time for economic reasons dropped to 7.7% in June. Average hourly earnings fell slightly, marking a 3.7% year-over-year increase.

Job Openings

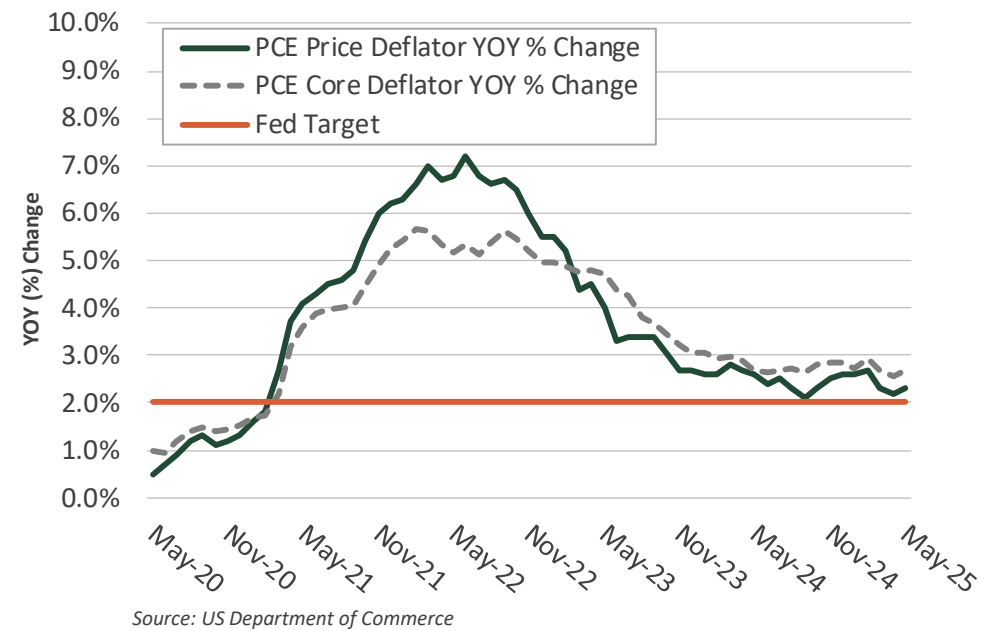


The Labor Department’s Job Openings and Labor Turnover Survey (JOLTS) unexpectedly rose to 7.77 million new job openings in May from 7.40 million in April. Layoffs declined and the quits rate increased. Job openings indicate a ratio of approximately 1.1 jobs for each unemployed individual, representing a relatively balanced labor market.

Consumer Price Index (CPI)

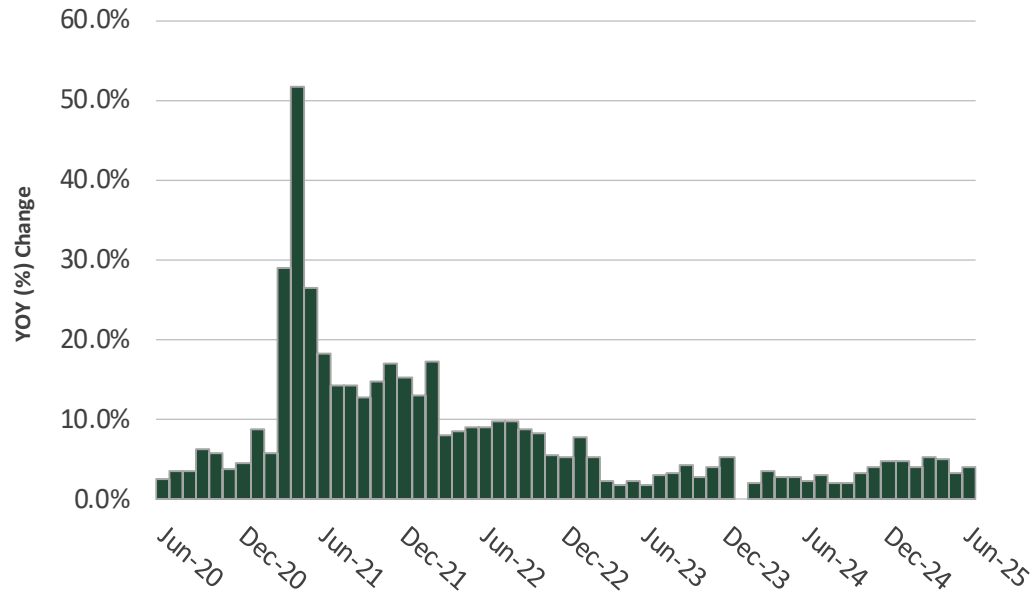


Personal Consumption Expenditures (PCE)



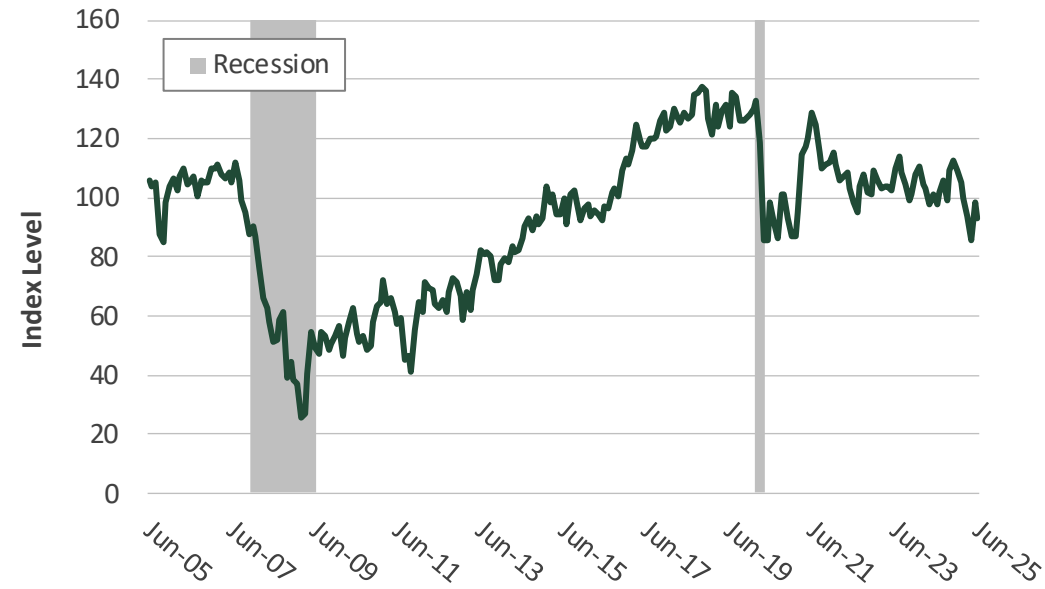
In June, the Consumer Price Index (CPI) increased 0.3% month-over-month and rose 2.7% year-over-year, while the Core CPI rose 0.2% month-over-month and 2.9% year-over-year. The Personal Consumption Expenditures (PCE) price index increased 0.1% month-over-month and rose 2.3% year-over-year in May. The Core PCE deflator, which excludes food and energy and is the Fed's preferred gauge, increased 0.2% month-over-month and 2.7% year-over-year, up from April's 2.6% year-over-year increase. Although inflation has trended toward the Federal Reserve's 2% target, the overall impact of tariff policy has not yet fully flowed through to the US economy.

Retail Sales YOY % Change



Source: US Department of Commerce

Consumer Confidence

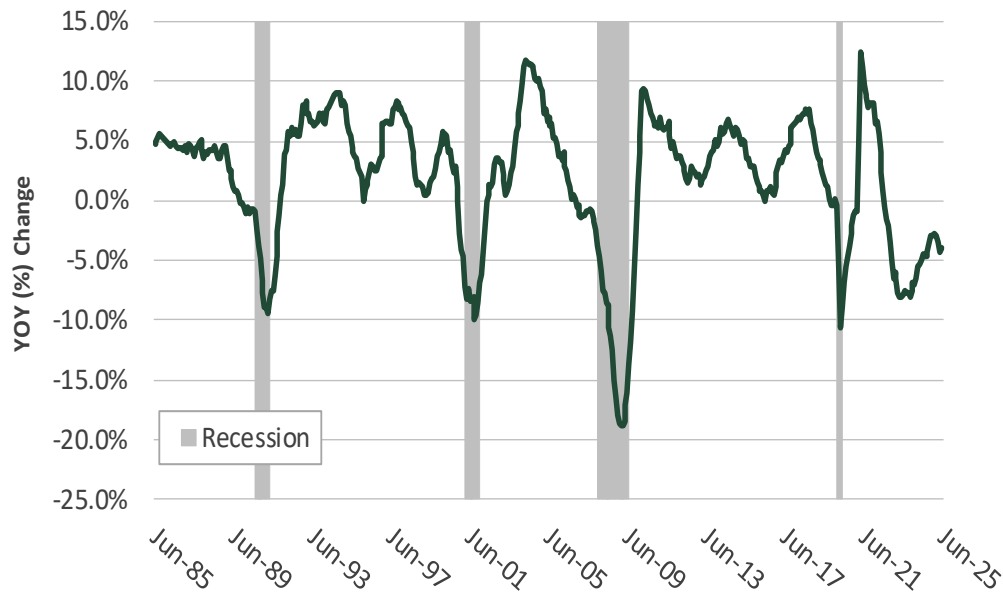


Source: The Conference Board

All time high is 144.70 (1/31/00); All time low is 25.30 (2/28/09)

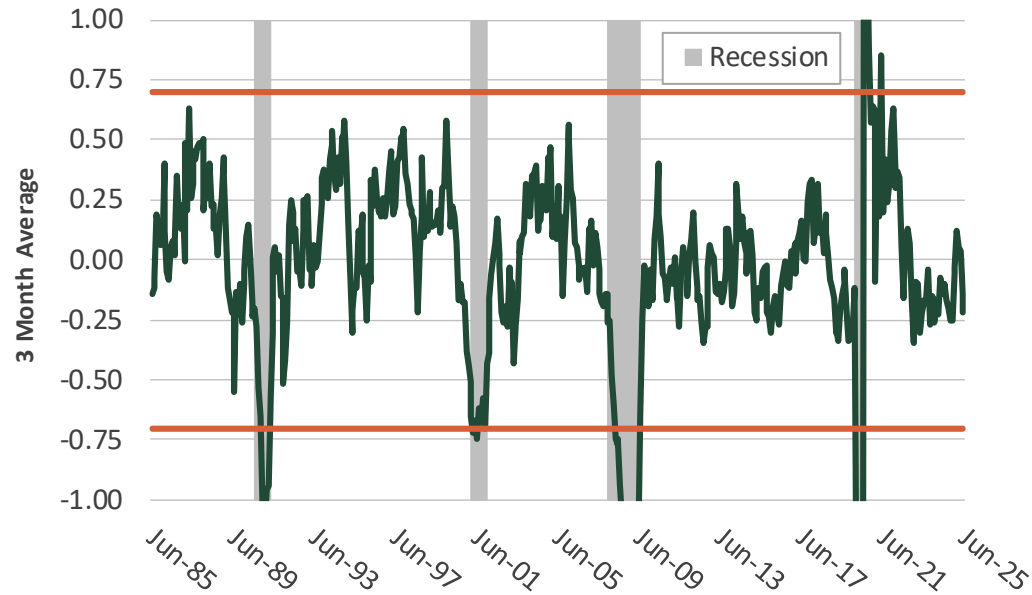
Advance Retail Sales were up 0.6% month-over-month in June, rebounding from a 0.9% decline in May and exceeding consensus forecasts. Auto sales led the increase. Control group sales, which feed into GDP, increased by 0.5%. On a year-over-year basis, Retail Sales grew 3.9% in June, following a 3.3% increase in May. The Conference Board's Consumer Confidence Index dropped to 93.0 in June from 98.4 in May, as consumers' assessment of both the current situation and future expectations for income and labor markets soured. While the consumer has been resilient, elevated inflation expectations, concerns about trade policies and tariffs, and general economic and policy uncertainty could pose potential risks to future spending.

Leading Economic Indicators (LEI)



Source: The Conference Board

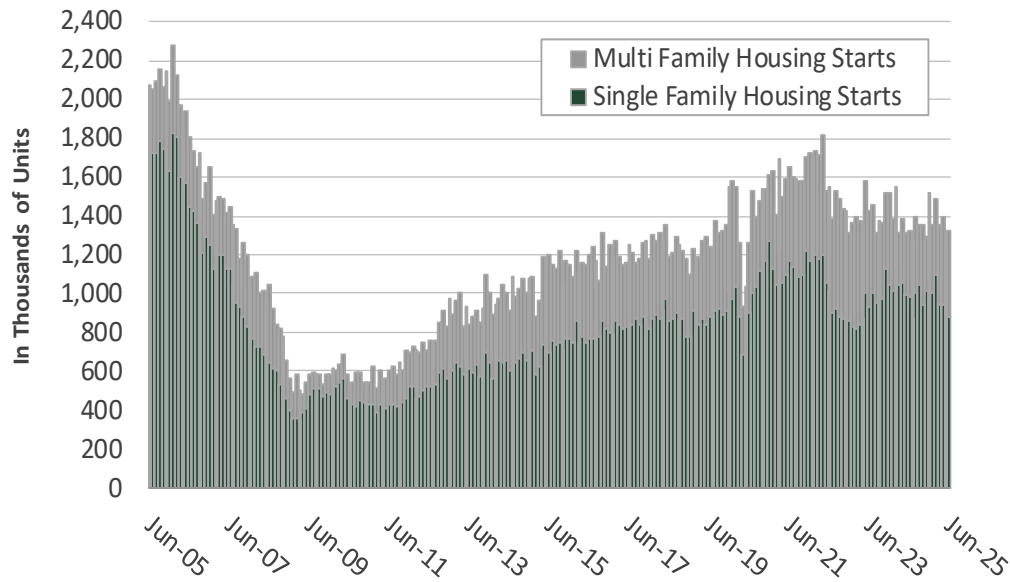
Chicago Fed National Activity Index (CFNAI)



Source: Federal Reserve Bank of Chicago

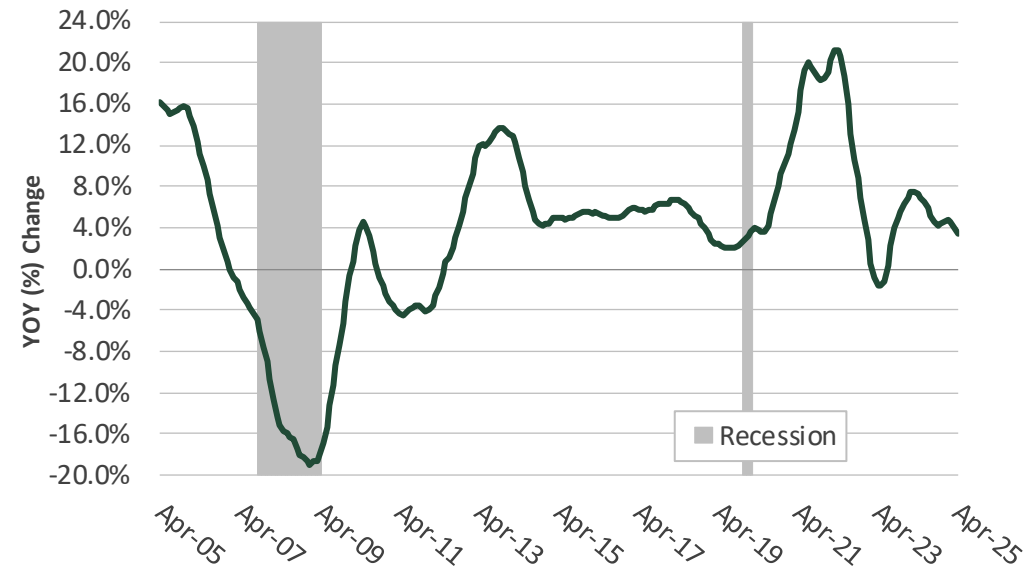
The Conference Board's Leading Economic Index (LEI) fell by 0.3% in June, following a flat reading in May. The LEI decreased by 4.0% year-over-year. The Conference Board is expecting economic growth to slow substantially in 2025 due to consumer pessimism, persistently soft manufacturing new orders, and rising first-time jobless claims. The Chicago Fed National Activity Index (CFNAI) improved slightly to -0.10 in June from an upwardly revised -0.16 in May. The three-month moving average dropped to -0.22 in June from -0.14 in May, indicating below trend growth.

Annualized Housing Starts



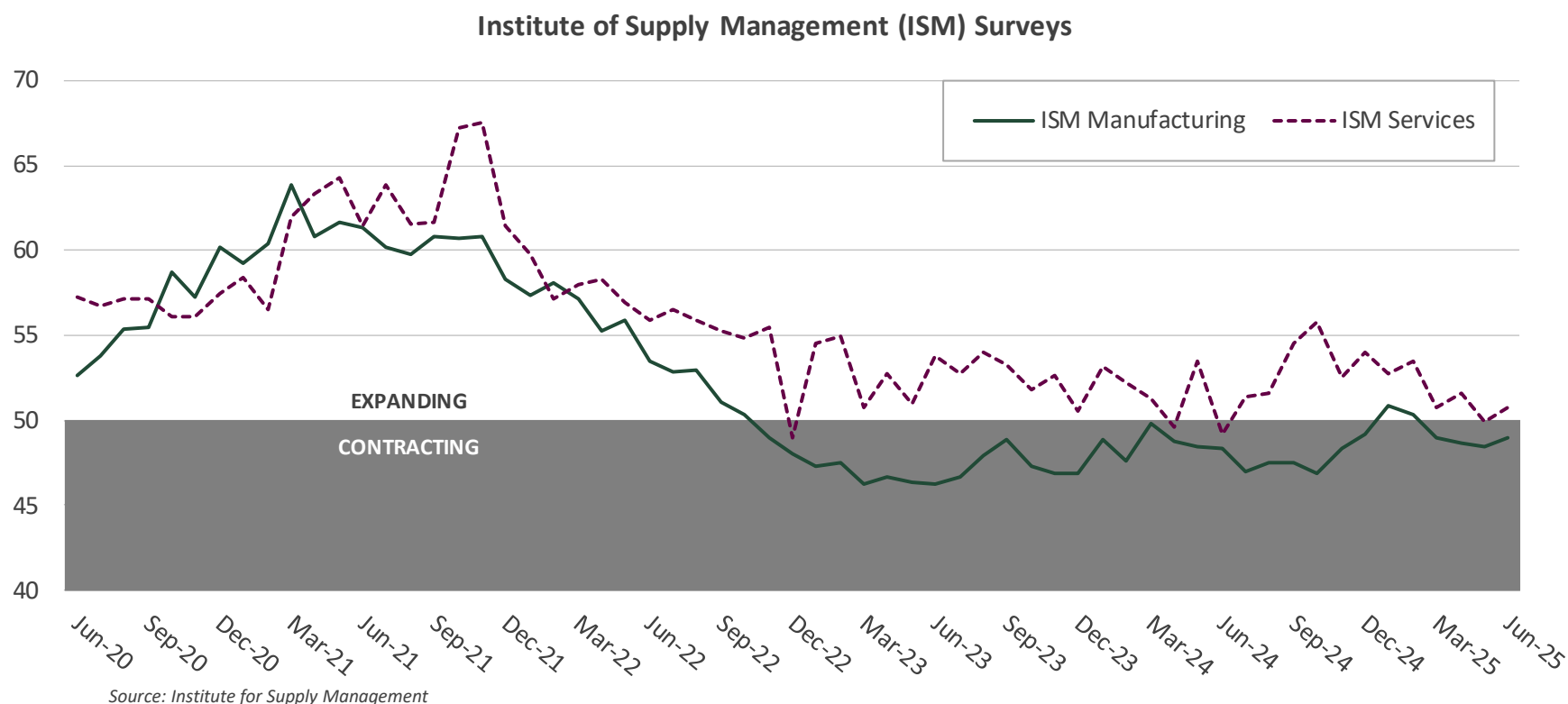
Source: US Department of Commerce

S&P/Case-Shiller 20 City Composite Home Price Index



Source: S&P

Housing starts increased 4.6% month-over-month in June to a seasonally adjusted annual rate of 1.321 million units. Multi-family starts drove the gain, while single-family starts fell on weak buyer demand. The Freddie Mac 30-year fixed rate mortgage averaged approximately 6.8% in June. According to the Case-Shiller 20-City Home Price Index, housing prices rose 3.4% year-over-year in April, compared to 4.1% in March. Limited inventory, elevated mortgage rates, and lack of affordability continue to weigh on the housing market.



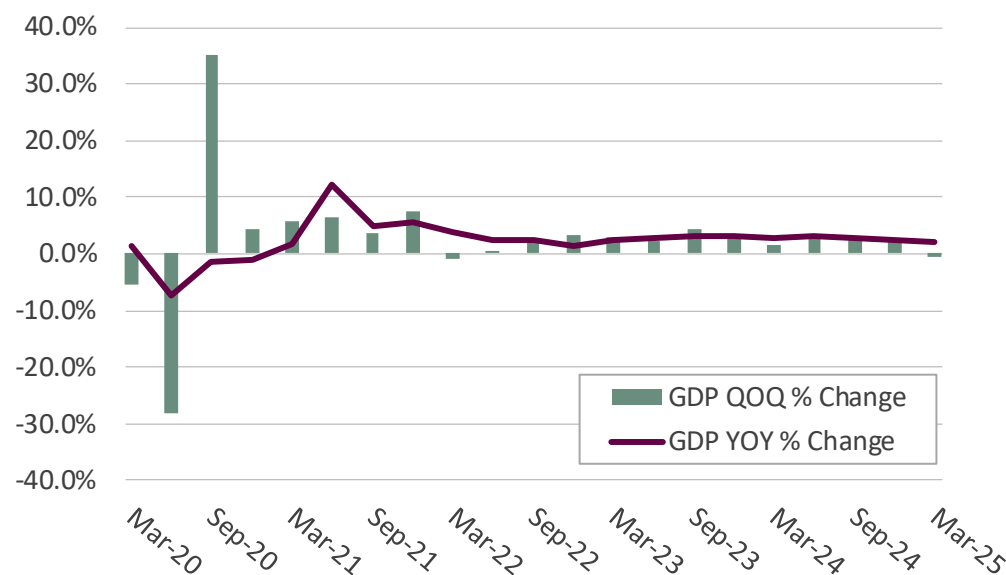
The Institute for Supply Management (ISM) Manufacturing index edged up to 49.0 in June from 48.5 in May, indicating a continuation of modest contraction in the sector. Inventories and production improved as companies worked through backlogs, while employment and new orders contracted. The ISM Services index increased to 50.8 in June from 49.9 in May, as new orders improved. However, ongoing concerns about the impact of tariffs remain. A reading over 50 indicates expansion, while a reading under 50 indicates contraction.

GROSS DOMESTIC PRODUCT (GDP)

Components of GDP	6/24	9/24	12/24	3/25
Personal Consumption Expenditures	1.9%	2.5%	2.7%	0.3%
Gross Private Domestic Investment	1.5%	0.2%	-1.0%	3.9%
Net Exports and Imports	-0.9%	-0.4%	0.3%	-4.6%
Federal Government Expenditures	0.3%	0.6%	0.3%	-0.3%
State and Local (Consumption and Gross Investment)	0.3%	0.3%	0.3%	0.2%
Total	3.0%	3.1%	2.5%	-0.5%

Source: US Department of Commerce

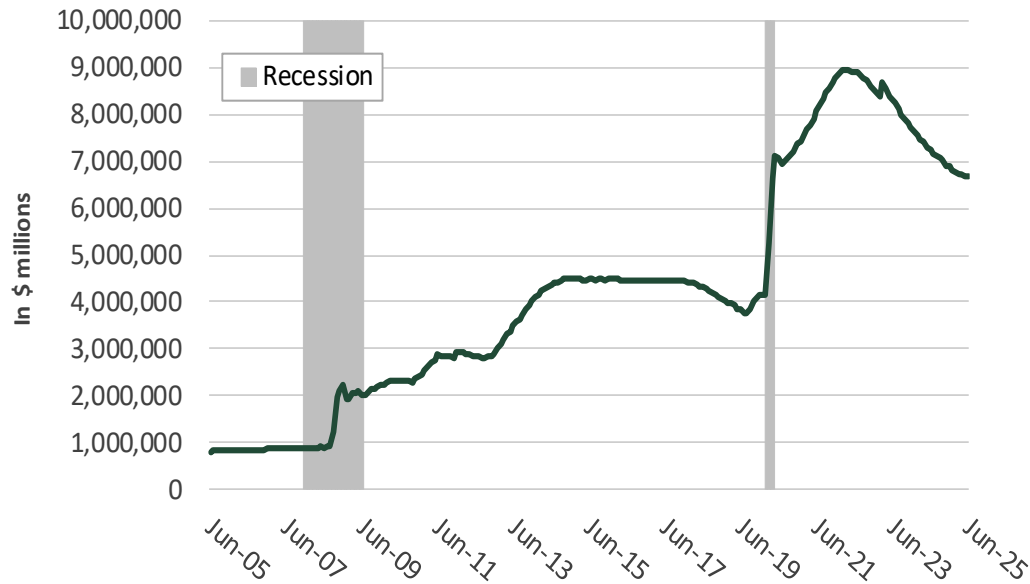
Gross Domestic Product (GDP)



Source: US Department of Commerce

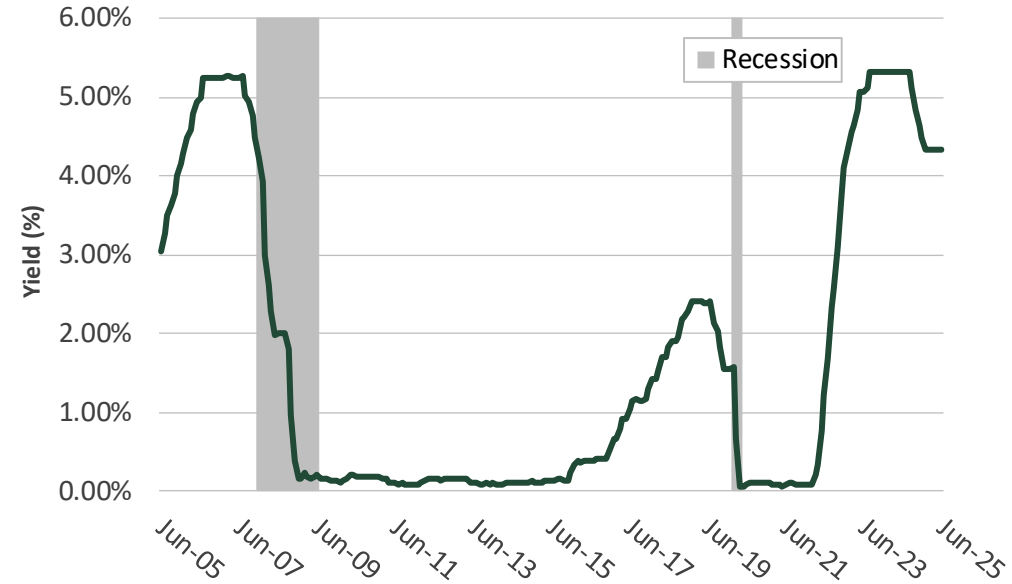
Real GDP decreased at an annualized rate of 0.5% in the first quarter of 2025, according to the third and final estimate from the Bureau of Economic Analysis, a downward revision from the previously estimated 0.2% decline. This marks the first negative quarter since 2022. The primary driver of the downward revision was weaker personal consumption expenditures. Net exports remained the primary drag on growth, as imports rose sharply in anticipation of higher tariffs. Gross investment contributed positively, powered by business decisions to get ahead of possible cost increases. The consensus projection calls for 2.1% growth for the second quarter and 1.5% for the full year 2025.

Federal Reserve Balance Sheet Assets



Source: Federal Reserve

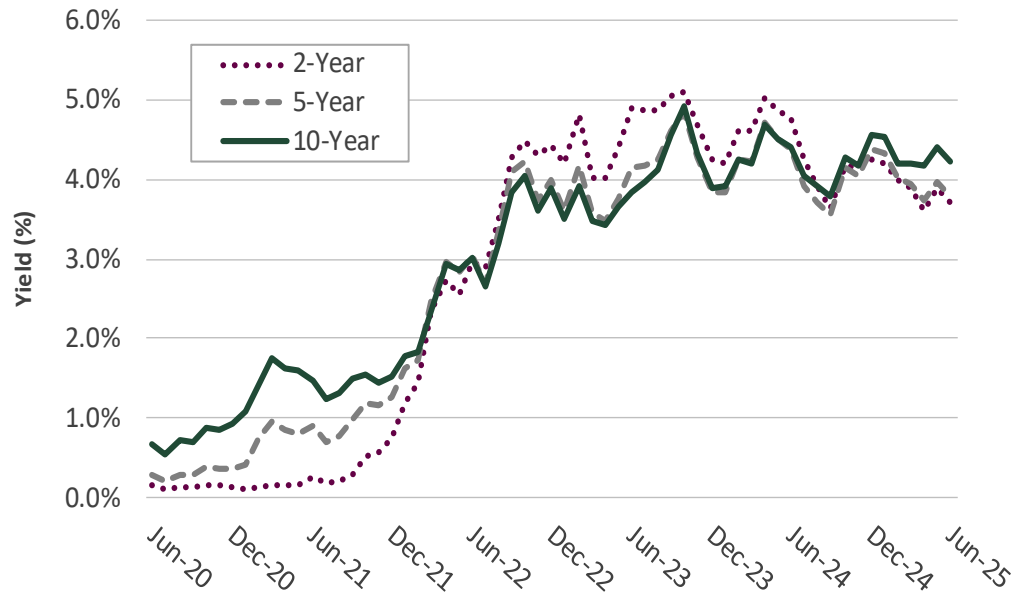
Effective Federal Funds Rate



Source: Bloomberg

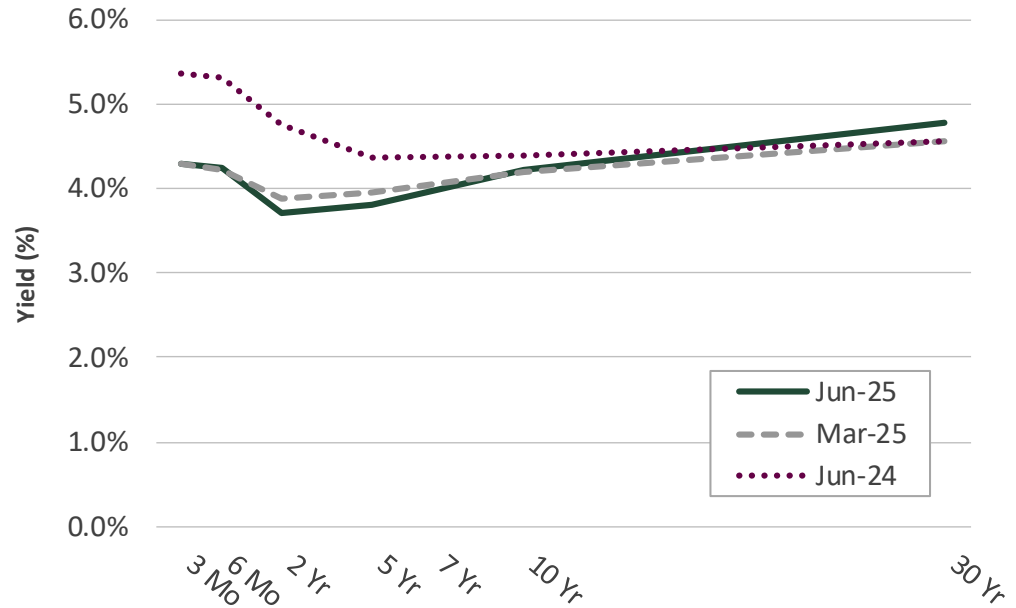
As broadly anticipated, the Federal Open Market Committee (FOMC) left the Federal Funds Rate unchanged at the range of 4.25 - 4.50% at the June meeting. In the Summary of Economic Projections (SEP), Federal Reserve officials continued to pencil in two rate cuts in 2025, while downgrading estimates for economic growth and raising forecasts for both unemployment and inflation this year. The statement indicated that uncertainty about the economic outlook remained elevated but had diminished. The monthly redemption cap on Treasuries will remain at \$5 billion, while the cap on agencies and mortgage-backed securities will be maintained at \$35 billion. Since the Fed began its Quantitative Tightening campaign in June 2022, securities holdings have declined by about \$2.2 trillion to approximately \$6.7 trillion.

US Treasury Note Yields



Source: Bloomberg

US Treasury Yield Curve



Source: Bloomberg

At the end of June, the 2-year Treasury yield was 103 basis points lower, and the 10-Year Treasury yield was 17 basis points lower, year-over-year. The spread between the 2-year and 10-year Treasury yield points on the curve edged up to +51 basis points at June month-end versus +50 basis points at May month-end. The recent yield curve inversion which began in July 2022 was historically long. The average historical spread (since 2005) is about +99 basis points. The spread between the 3-month and 10-year Treasury yield points on the curve was -7 basis points in June, versus -6 basis points in May.

ACCOUNT PROFILE

Investment Objectives

The investment objectives for the City of Pittsburg, in order of priority, are to provide safety to ensure the preservation of capital in the overall portfolio, provide sufficient liquidity for cash needs and a market rate of return consistent with the investment program.

Chandler Asset Management Performance Objective

The performance objective for the portfolio is to earn a total rate of return through a market cycle that is equal to or above the return on the benchmark index.

Strategy

In order to achieve these objectives, the portfolio invests in high quality fixed income securities consistent with the City's investment policy and California Government Code.

STATEMENT OF COMPLIANCE

City of Pittsburgh Managed Cons | Account #10618 | As of June 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	100.0	6.7	Compliant	
Max % Issuer (MV)	30.0	6.6	Compliant	
Max Maturity (Years)	5.0	3.6	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV)	20.0	7.1	Compliant	
Max % Issuer (MV)	5.0	0.9	Compliant	
Max Maturity (Years)	5.0	4.8	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1)	0.0	0.0	Compliant	
CAMP				
Max % (MV)	100.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	1.0	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	2.8	Compliant	
Max % Issuer (MV)	5.0	1.9	Compliant	
Max Maturity (Days)	270	130	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	18.1	Compliant	
Max % Issuer (MV)	5.0	1.4	Compliant	
Max Maturity (Years)	5	4	Compliant	

STATEMENT OF COMPLIANCE

City of Pittsburg Managed Cons | Account #10618 | As of June 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
Min Rating (A- by 1)	0.0	0.0	Compliant	
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	30.0	0.0	Compliant	
Max Maturity (Years)	1.0	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	16.0	Compliant	
Max % Issuer (MV)	30.0	8.3	Compliant	
Max Callables (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	3	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
LOCAL GOVERNMENT INVESTMENT POOL (LGIP)				
Max % (MV)	100.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	7.8	Compliant	
Max % Issuer (MV)	10.0	7.8	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES, CMOS (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Pittsburgh Managed Cons | Account #10618 | As of June 30, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
MUNICIPAL SECURITIES (CA, OTHER STATES)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max % (MV)	15.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	90.0	0.0	Compliant	
Min Rating (A- by 2 or A-1 by 1)	0.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	2.0	Compliant	
Max % Issuer (MV)	10.0	0.7	Compliant	
Max Maturity (Years)	5	2	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	39.5	Compliant	
Max Maturity (Years)	5	4	Compliant	

PORTFOLIO CHARACTERISTICS



City of Pittsburgh | Account #10607 | As of June 30, 2025

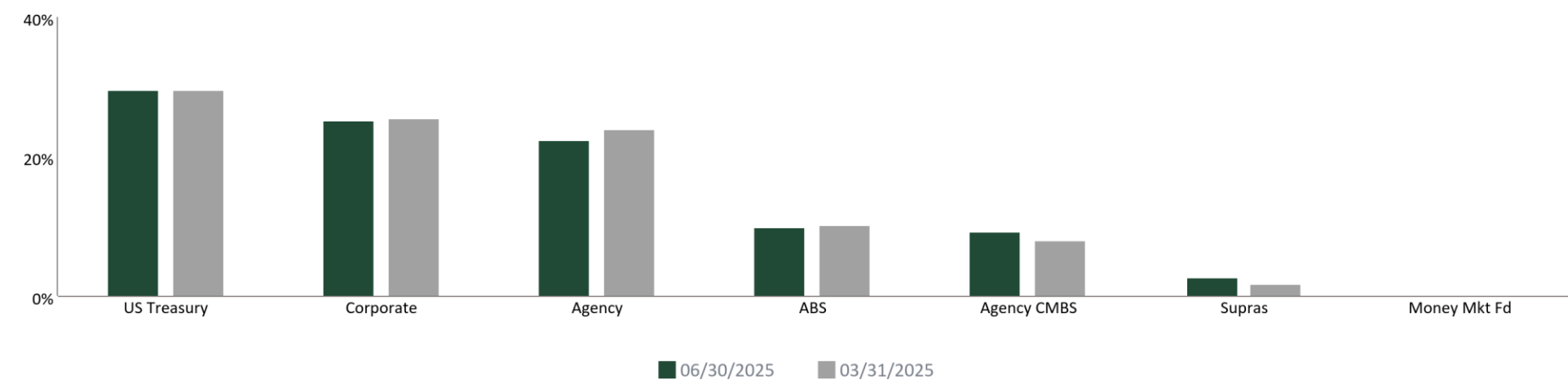
	Benchmark*	6/30/2025 Portfolio	3/31/2025 Portfolio
Average Maturity (yrs)	1.85	2.09	2.09
Average Modified Duration	1.76	1.78	1.80
Average Purchase Yield		4.31%	4.20%
Average Market Yield	3.80%	4.03%	4.16%
Average Quality**	AA+	AA+	AA+
Total Market Value		76,540,755	75,553,407

*Benchmark: ICE BofA 1-3 Year US Treasury & Agency Index
**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

SECTOR DISTRIBUTION



City of Pittsburgh | Account #10607 | As of June 30, 2025



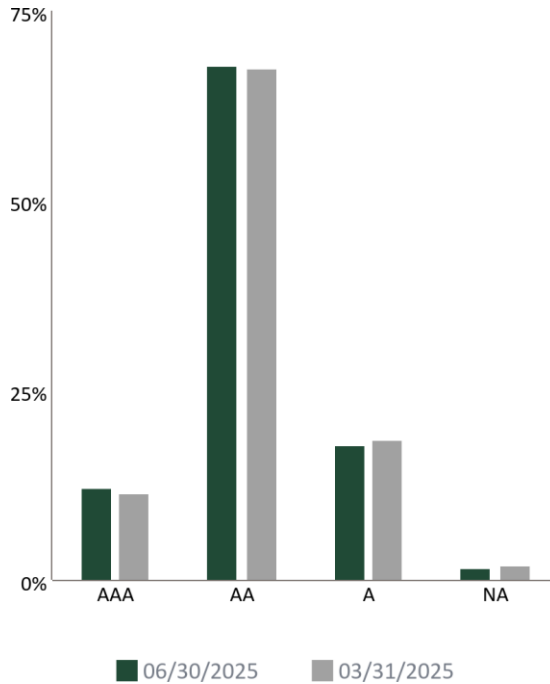
Sector as a Percentage of Market Value

Sector	06/30/2025	03/31/2025
US Treasury	29.73%	29.56%
Corporate	25.35%	25.62%
Agency	22.43%	24.00%
ABS	9.99%	10.25%
Agency CMBS	9.33%	8.26%
Supras	2.80%	1.96%
Money Mkt Fd	0.36%	0.36%
Cash	0.00%	--

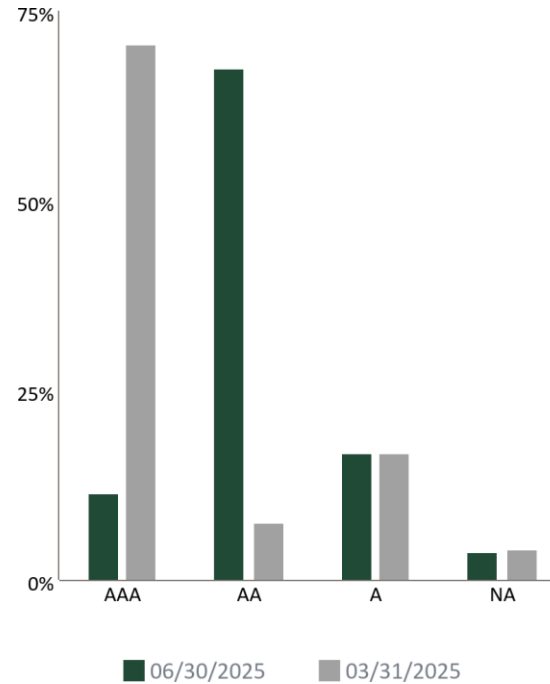
QUALITY DISTRIBUTION

City of Pittsburgh | Account #10607 | As of June 30, 2025

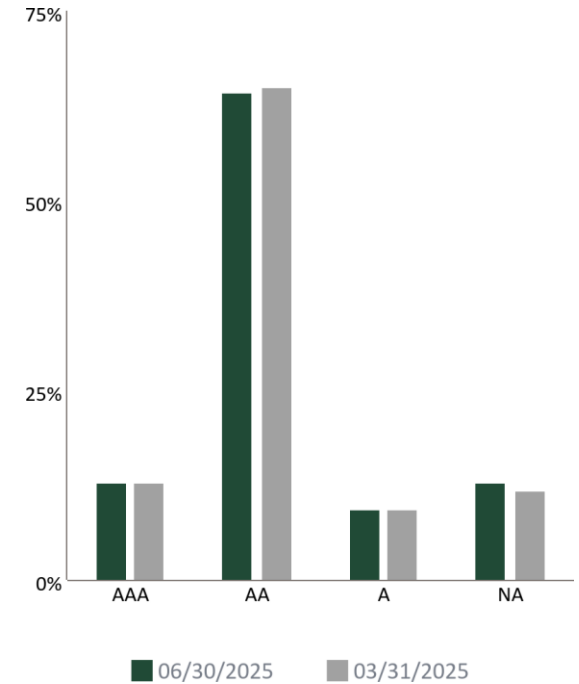
S&P Rating



Moody's Rating



Fitch Rating



Rating	06/30/2025	03/31/2025
AAA	12.19%	11.52%
AA	68.09%	67.76%
A	17.87%	18.76%
NA	1.85%	1.95%

Rating	06/30/2025	03/31/2025
AAA	11.65%	70.70%
AA	67.46%	7.89%
A	16.86%	17.06%
NA	4.02%	4.35%

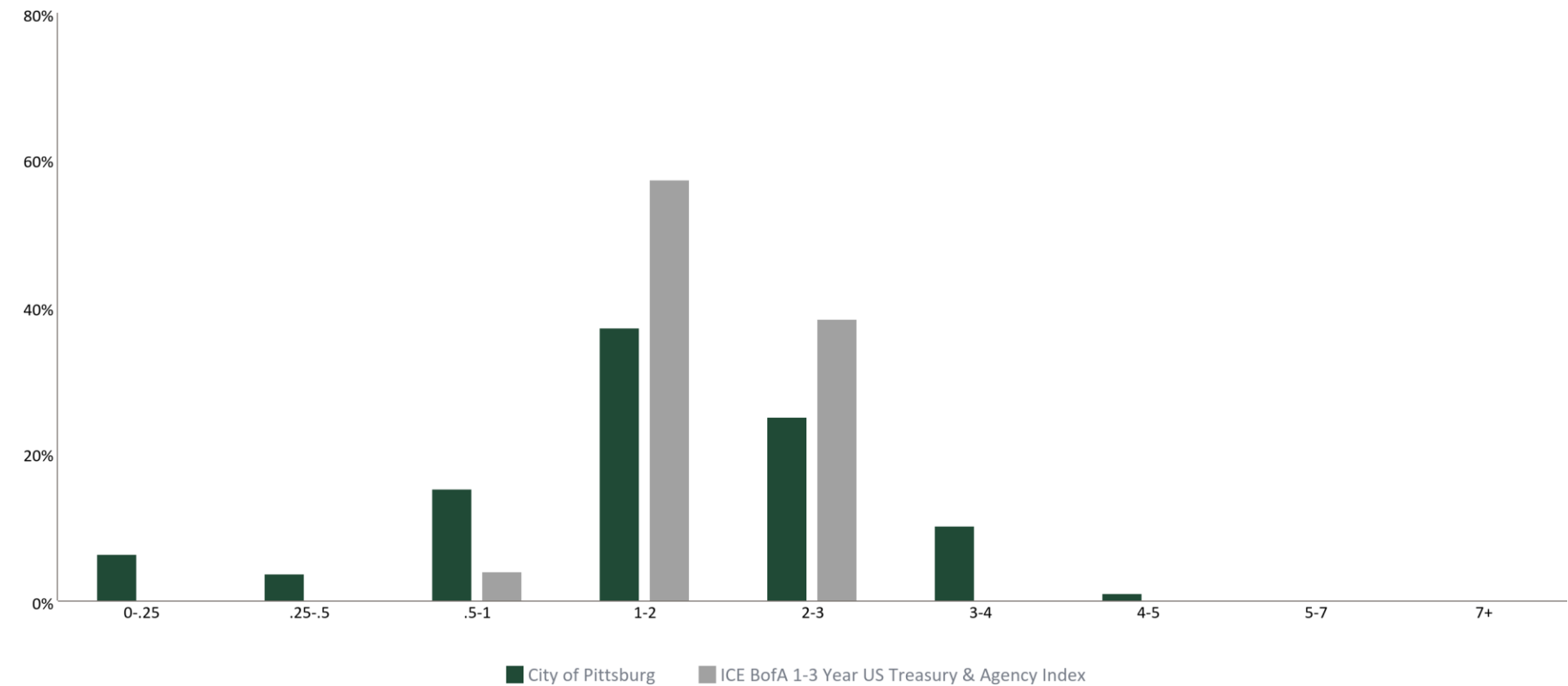
Rating	06/30/2025	03/31/2025
AAA	13.05%	13.00%
AA	64.43%	65.30%
A	9.43%	9.62%
NA	13.08%	12.08%

DURATION DISTRIBUTION



City of Pittsburgh | Account #10607 | As of June 30, 2025

Portfolio Compared to the Benchmark



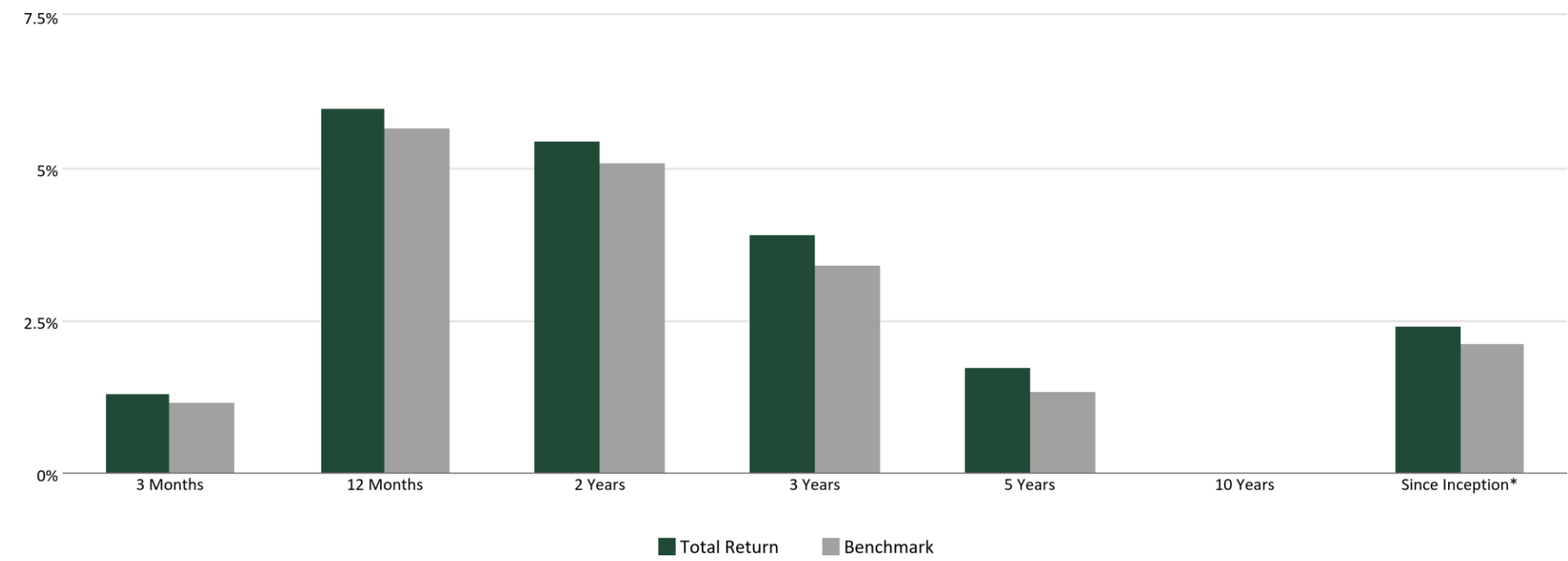
	0-0.25	0.25-0.5	0.5-1	1-2	2-3	3-4	4-5	5-7	7+
Portfolio	6.4%	3.9%	15.5%	37.3%	25.1%	10.4%	1.3%	0.0%	0.0%
ICE BofA 1-3 Year US Treasury & Agency Index	0.0%	0.1%	4.1%	57.4%	38.4%	0.0%	0.0%	0.0%	0.0%

INVESTMENT PERFORMANCE



City of Pittsburgh | Account #10607 | As of June 30, 2025

Total Rate of Return : Inception | 08/01/2018



	3 Months	12 Months	2 Years	3 Years	5 Years	10 Years	Since Inception
TOTAL RATE OF RETURN							
City of Pittsburgh	1.31%	5.99%	5.45%	3.93%	1.74%		2.44%
Benchmark	1.18%	5.67%	5.10%	3.42%	1.37%		2.14%

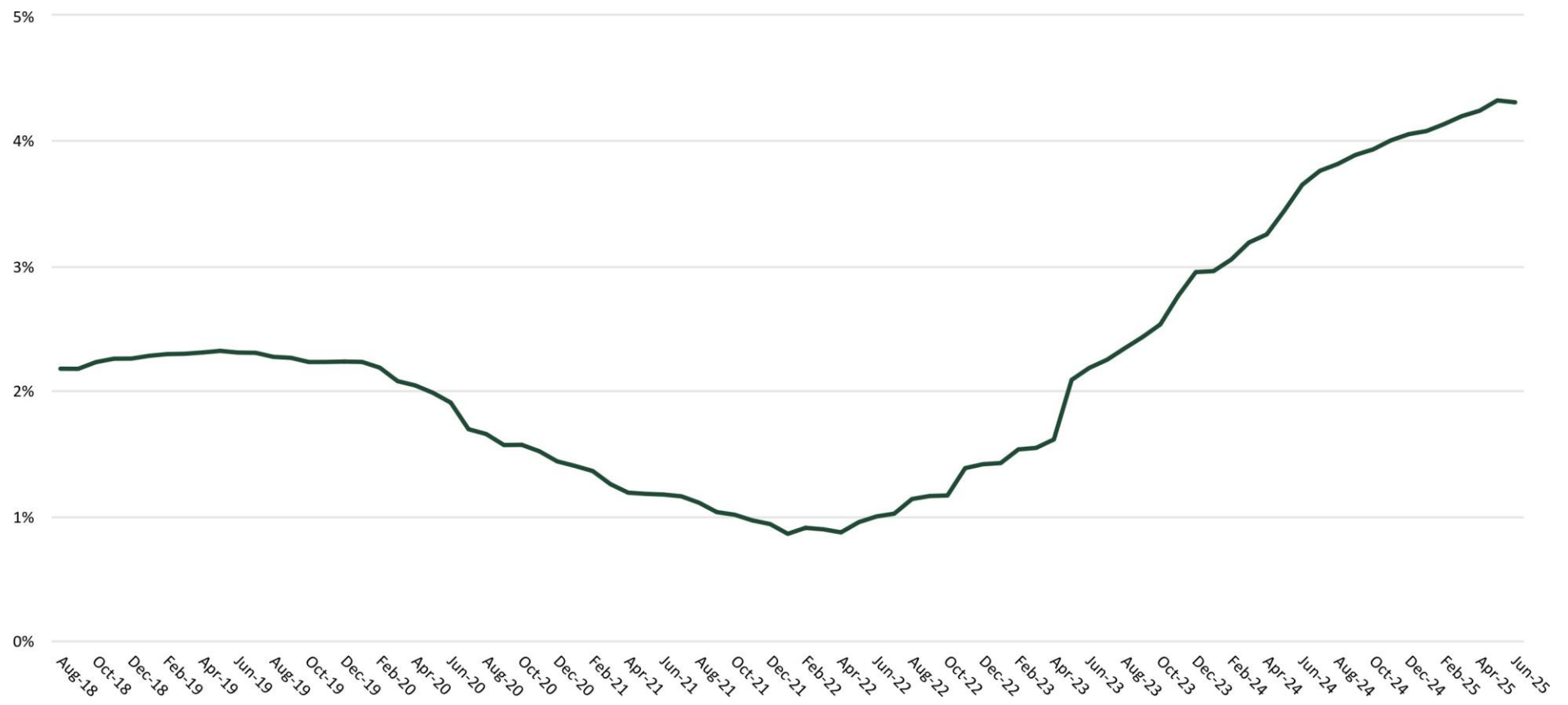
*Periods over 1 year are annualized.
Benchmark: ICE BofA 1-3 Year US Treasury & Agency Index
Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending market value; it includes interest earnings, realized and unrealized gains and losses in the portfolio.

HISTORICAL AVERAGE PURCHASE YIELD



City of Pittsburg | Account #10607 | As of June 30, 2025

Purchase Yield as of 06/30/25 = 4.31%



PORTFOLIO CHARACTERISTICS



City of Pittsburgh Liquidity | Account #10617 | As of June 30, 2025

	Benchmark*	6/30/2025 Portfolio	3/31/2025 Portfolio
Average Maturity (yrs)	0.24	0.22	0.43
Average Modified Duration	0.23	0.21	0.41
Average Purchase Yield		4.21%	4.39%
Average Market Yield	4.29%	4.20%	4.20%
Average Quality**	AA+	AAA	AAA
Total Market Value		30,449,325	30,144,295

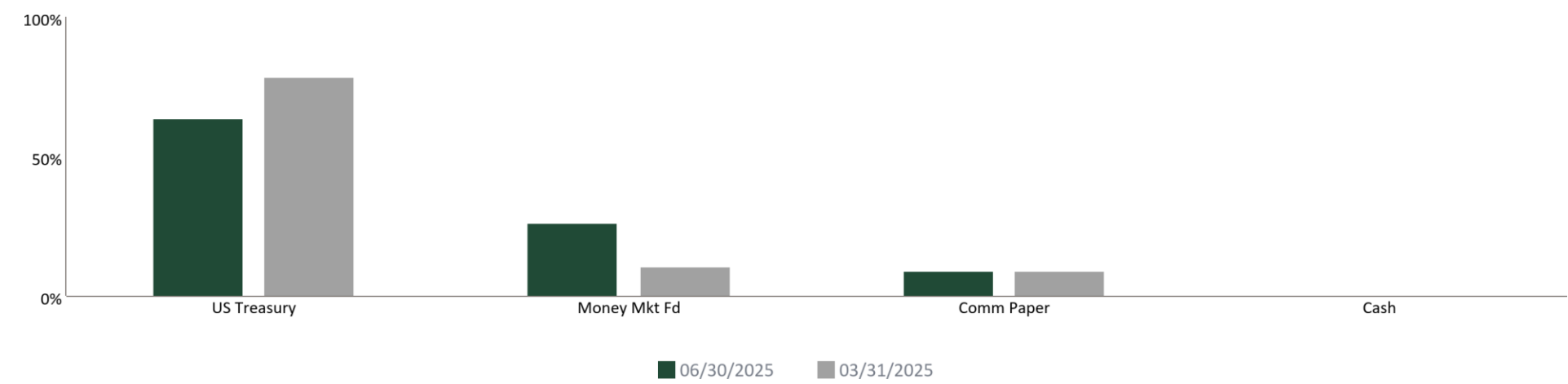
*Benchmark: ICE BofA 3-Month US Treasury Bill Index

**The credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.

SECTOR DISTRIBUTION



City of Pittsburg Liquidity | Account #10617 | As of June 30, 2025



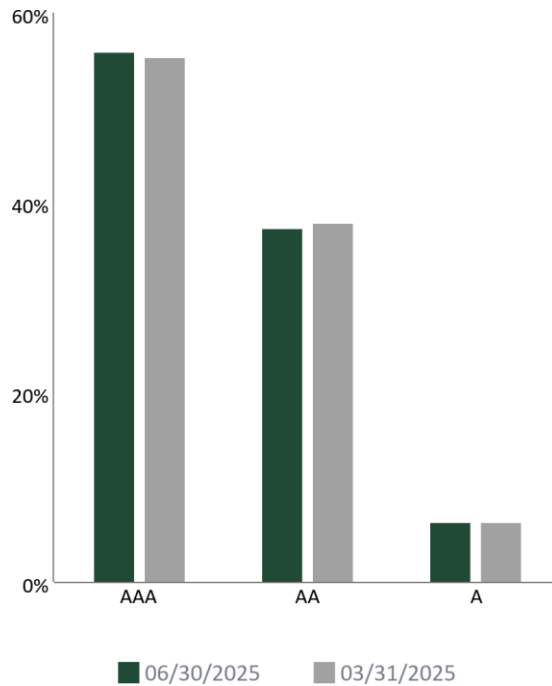
Sector as a Percentage of Market Value

Sector	06/30/2025	03/31/2025
US Treasury	63.72%	78.96%
Money Mkt Fd	26.49%	11.28%
Comm Paper	9.71%	9.73%
Cash	0.08%	0.02%

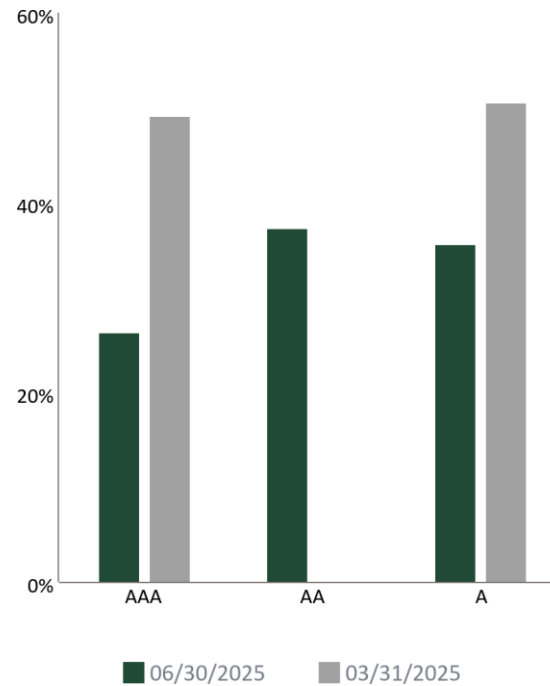
QUALITY DISTRIBUTION

City of Pittsburgh Liquidity | Account #10617 | As of June 30, 2025

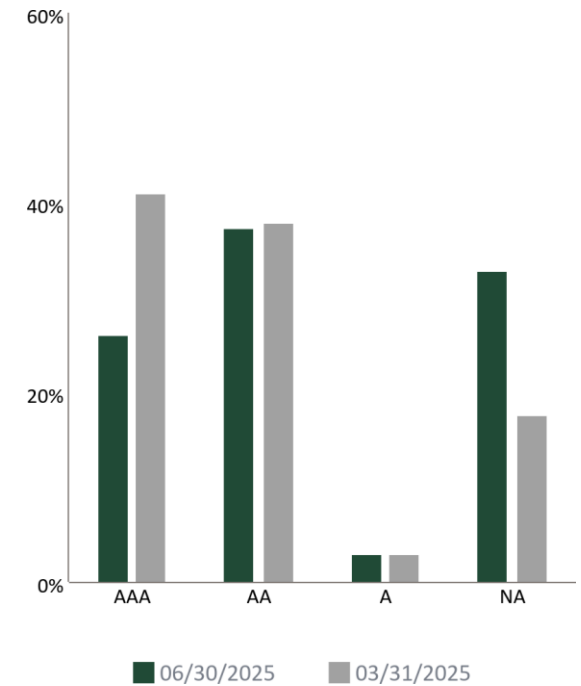
S&P Rating



Moody's Rating



Fitch Rating



Rating	06/30/2025	03/31/2025
AAA	55.96%	55.53%
AA	37.57%	38.00%
A	6.47%	6.46%

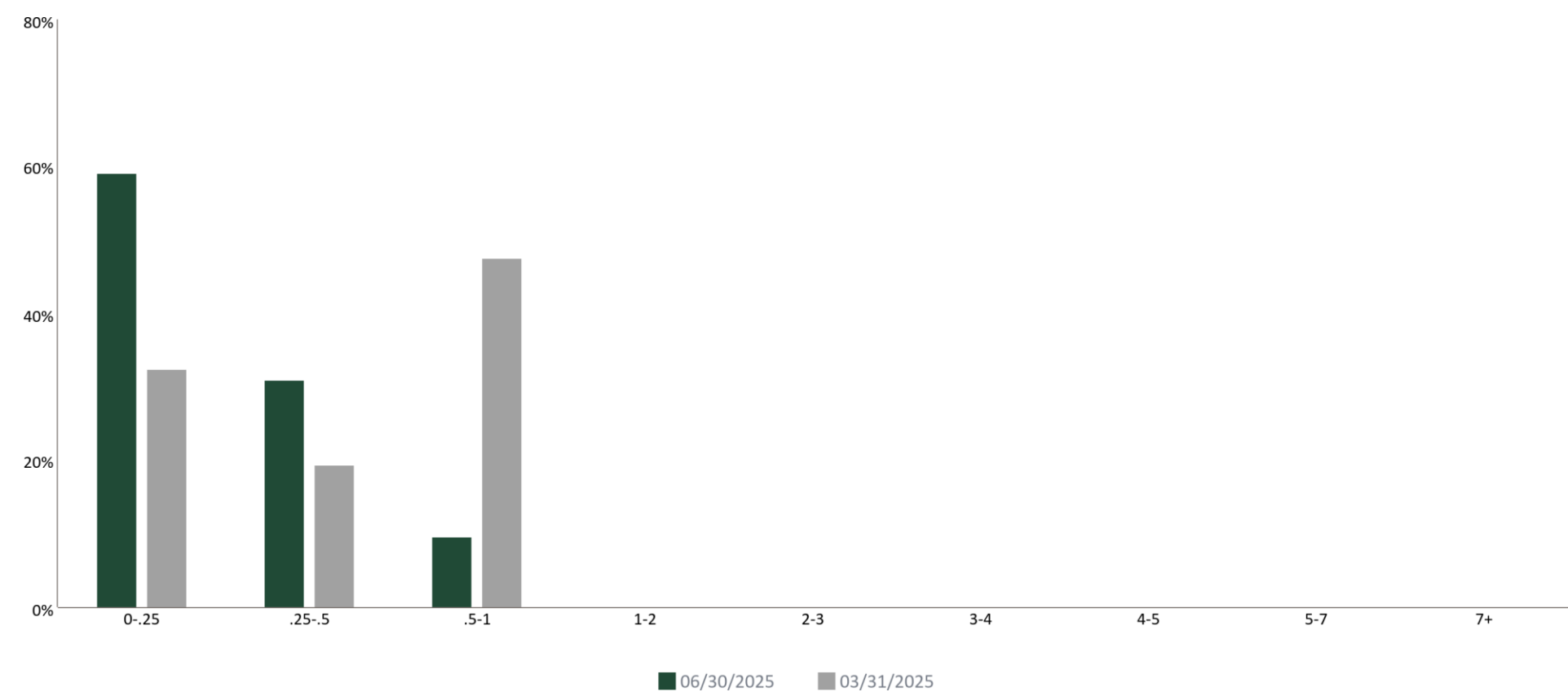
Rating	06/30/2025	03/31/2025
AAA	26.54%	49.28%
AA	37.57%	--
A	35.89%	50.72%

Rating	06/30/2025	03/31/2025
AAA	26.26%	41.05%
AA	37.57%	38.00%
A	3.24%	3.23%
NA	32.93%	17.71%

DURATION DISTRIBUTION



City of Pittsburgh Liquidity | Account #10617 | As of June 30, 2025



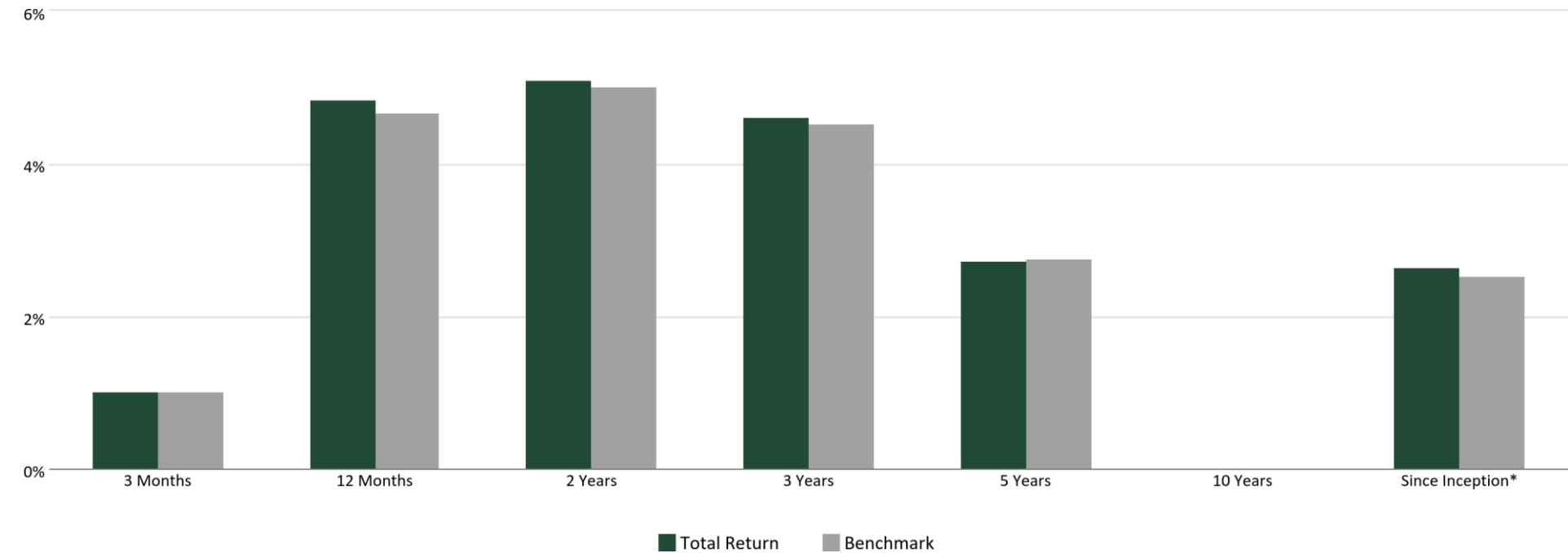
Date	0-.25	.25-.5	.5-1	1-2	2-3	3-4	4-5	5-7	7+
06/30/2025	59.2%	31.1%	9.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
03/31/2025	32.7%	19.6%	47.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

INVESTMENT PERFORMANCE



City of Pittsburgh Liquidity | Account #10617 | As of June 30, 2025

Total Rate of Return : Inception | 10/01/2018



	3 Months	12 Months	2 Years	3 Years	5 Years	10 Years	Since Inception
TOTAL RATE OF RETURN							
City of Pittsburgh Liquidity	1.04%	4.85%	5.12%	4.62%	2.74%		2.65%
Benchmark	1.04%	4.68%	5.03%	4.55%	2.76%		2.56%

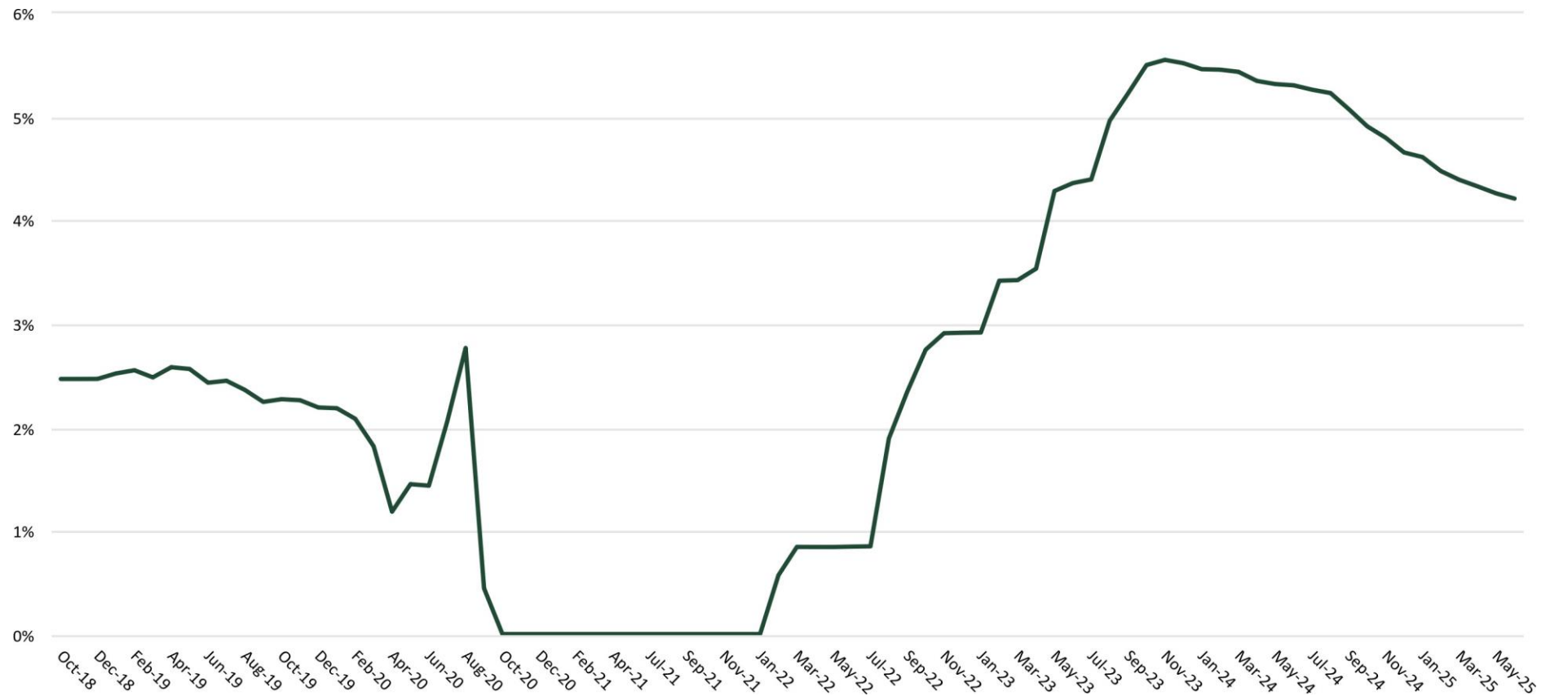
*Periods over 1 year are annualized.
Benchmark: ICE BofA 3-Month US Treasury Bill Index
Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending market value; it includes interest earnings, realized and unrealized gains and losses in the portfolio.

HISTORICAL AVERAGE PURCHASE YIELD



City of Pittsburgh Liquidity | Account #10617 | As of June 30, 2025

Purchase Yield as of 06/30/25 = 4.21%



CONSOLIDATED INFORMATION

ACCOUNT STRUCTURE

City of Pittsburgh | As of June 30, 2025

	Original Cost	Market Value	% of Portfolio
Funds Managed Internally			
Cash Equivalents	20,395,408.20	20,395,408.20	8.29%
Investment Pools	38,505,595.16	38,551,801.87	15.66%
Additional Bonded Debt Funds	71,178,838.04	71,195,920.96	28.92%
Total	130,079,841.40	130,143,131.04	52.87%
Funds Managed by City's Investment Advisor			
Operating Funds	104,743,448.23	106,341,082.36	43.20%
Bond Managed Reserve	4,852,542.64	4,852,542.64	1.97%
Total	109,595,990.87	111,193,625.00	45.17%
City's Section 115 Trust			
Section 115 Trust	4,527,707.39	4,824,181.67	1.96%
Total	4,527,707.39	4,824,181.67	1.96%
Total City Funds	244,203,539.66	246,160,937.71	100.00%

*Market value changes daily and is subject to a number of economic forces, including supply and demand, and can incur unrealized gains and losses.

SECTOR ALLOCATION

City of Pittsburgh | As of June 30, 2025

Security Type	Original Cost	Market Value	% of Portfolio	Average Maturity	Average Yield
Operating Funds					
Cash Equivalents ¹	\$20,420,432.91	\$20,420,432.91	12.35%	1	N/A
Money Market Funds	8,333,049.70	8,333,049.70	5.04%	1	3.92%
Investment Pools ²	38,505,595.16	38,551,801.87	23.32%	1	N/A
Total Liquidity	67,259,077.77	67,305,284.48	40.72%	1	3.92%
U.S. Treasury Notes	41,097,144.80	41,953,444.69	25.38%	566	4.06%
Federal Agency Securities	16,847,709.90	17,032,951.02	10.30%	635	4.21%
Medium-Term Corporate Notes	18,961,052.15	19,248,795.85	11.65%	697	4.62%
Asset-Backed Securities	7,515,028.67	7,582,363.00	4.59%	927	5.04%
Commercial Paper	2,902,479.99	2,954,402.00	1.79%	95	4.51%
Supranationals	2,115,642.70	2,125,951.37	1.29%	595	4.26%
Collateralized Mortgage Obligations	6,946,315.61	7,085,100.03	4.29%	686	4.18%
Total Securities	96,385,373.82	97,983,007.95	59.28%	627	4.30%
Total Operating Funds	163,644,451.59	165,288,292.44	100.00%	372	2.75%
Bonded Debt Funds					
Pittsburg Pension Bond	3,616,767.17	3,616,767.17	4.76%	1	4.18%
Pittsburg AD Auto Mall	374,988.23	374,988.23	0.49%	1	4.18%
Pittsburg AD Vista DM	860,787.24	860,787.24	1.13%	1	4.18%
Additional Bonded Debt Funds ³	71,178,838.04	71,195,920.96	93.62%	N/A	N/A
Total Bonded Debt Funds	76,031,380.68	76,048,463.60	100.00%	1	4.18%
Section 115 Trust					
Equity Mutual Fund ²	4,527,707.39	4,824,181.67	100.00%	N/A	N/A
Total Section 115 Trust Funds	4,527,707.39	4,824,181.67	100.00%	N/A	N/A
Total City Funds	244,203,539.66	246,160,937.71			

^{1,2}Funds not managed by City's investment adviser; ³Bonded Debt Funds not managed, nor tracked by City's investment adviser

*Market value changes daily and is subject to a number of economic forces, including supply and demand, and can incur unrealized gains and losses.

PORTFOLIO HOLDINGS

HOLDINGS REPORT

City of Pittsburgh | Account #10607 | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
05602RAD3	BMWOT 2022-A A3 3.21 08/25/2026	17,017.66	05/10/2022 3.23%	17,016.77 17,017.43	99.82 4.56%	16,986.93 9.10	0.02% (30.50)	Aaa/AAA NA	1.15 0.14
47787JAC2	JDOT 2022 A3 2.32 09/15/2026	23,814.40	03/10/2022 2.34%	23,809.14 23,813.08	99.72 4.16%	23,746.67 24.56	0.03% (66.40)	Aaa/NA AAA	1.21 0.15
448977AD0	HART 2022-A A3 2.22 10/15/2026	8,873.84	05/02/2022 3.40%	8,657.54 8,815.84	99.83 4.49%	8,859.04 8.76	0.01% 43.20	NA/AAA AAA	1.29 0.07
448988AD7	HALST 2024-A A3 5.02 03/15/2027	255,000.00	01/17/2024 5.03%	254,951.68 254,973.78	100.27 4.61%	255,696.94 568.93	0.34% 723.17	NA/AAA AAA	1.71 0.59
05611UAD5	BMWLT 2024-1 A3 4.98 03/25/2027	750,000.00	06/20/2024 5.40%	746,015.63 747,499.38	100.34 4.43%	752,560.13 622.50	0.99% 5,060.74	Aaa/AAA NA	1.73 0.57
36265WAD5	GMCAR 2022-3 A3 3.64 04/16/2027	44,667.99	07/06/2022 3.93%	44,667.68 44,667.89	99.81 4.51%	44,582.78 67.75	0.06% (85.11)	Aaa/NA AAA	1.79 0.22
44934FAD7	HALST 2024-B A3 5.41 05/17/2027	280,000.00	05/14/2024 5.41%	279,992.22 279,995.11	100.79 4.55%	282,223.59 673.24	0.37% 2,228.48	NA/AAA AAA	1.88 0.86
161571HS6	CHAIT 2022-1 A 3.97 09/15/2025	1,000,000.00	05/11/2023 4.28%	993,945.31 999,042.62	99.89 4.53%	998,936.20 1,764.44	1.32% (106.42)	NA/AAA AAA	0.21 0.20
58770JAD6	MBALT 2024-A A3 5.32 01/18/2028	190,000.00	05/17/2024 5.73%	189,977.77 189,984.50	101.22 4.38%	192,320.51 449.24	0.25% 2,336.01	Aaa/NA AAA	2.55 1.22
58769GAD5	MBALT 2024-B A3 4.23 02/15/2028	295,000.00	09/17/2024 4.24%	294,950.35 294,961.54	99.97 4.29%	294,916.54 554.60	0.39% (44.99)	NA/AAA AAA	2.63 1.29
89239NAD7	TLOT 2025-A A3 4.75 02/22/2028	390,000.00	02/20/2025 4.75%	389,994.89 389,995.48	100.85 4.22%	393,302.05 566.04	0.52% 3,306.58	Aaa/AAA NA	2.65 1.45
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	101,576.34	07/11/2023 5.47%	101,558.34 101,565.98	100.59 4.49%	102,179.98 92.60	0.13% 614.00	NA/AAA AAA	2.66 0.57
362962AD4	GMALT 2025-2 A3 4.58 05/22/2028	350,000.00	05/20/2025 4.84%	349,994.19 349,994.37	100.64 4.23%	352,235.21 489.81	0.46% 2,240.84	NA/AAA AAA	2.90 1.62
438123AC5	HAROT 2023-4 A3 5.67 06/21/2028	235,000.00	11/01/2023 5.74%	234,958.62 234,973.36	101.07 4.39%	237,506.28 370.13	0.31% 2,532.91	Aaa/NA AAA	2.98 0.78
89239FAD4	TAOT 2023-D A3 5.54 08/15/2028	195,000.00	11/07/2023 5.61%	194,978.98 194,986.18	101.17 4.40%	197,287.70 480.13	0.26% 2,301.52	NA/AAA AAA	3.13 0.97
437918AC9	HAROT 2024-1 A3 5.21 08/15/2028	670,000.00	02/13/2024 5.27%	669,970.86 669,979.69	100.86 4.32%	675,743.78 1,551.42	0.89% 5,764.09	Aaa/AAA NA	3.13 0.90

HOLDINGS REPORT

City of Pittsburg | Account #10607 | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
89238DAD0	TAOT 2024-A A3 4.83 10/16/2028	375,000.00	01/23/2024 4.89%	374,924.96 374,947.55	100.60 4.25%	377,233.84 805.00	0.50% 2,286.29	Aaa/AAA NA	3.30 0.94
47800RAD5	JDOT 2024 A3 4.96 11/15/2028	180,000.00	03/11/2024 5.12%	179,989.92 179,992.70	100.92 4.29%	181,662.77 396.80	0.24% 1,670.07	Aaa/NA AAA	3.38 1.27
36268GAD7	GMCAR 2024-1 A3 4.85 12/18/2028	360,000.00	-- 4.90%	359,958.35 359,970.60	100.50 4.32%	361,798.96 727.50	0.48% 1,828.36	Aaa/NA AAA	3.47 0.85
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	320,000.00	06/04/2024 5.18%	319,951.39 319,962.26	101.26 4.11%	324,034.56 276.27	0.43% 4,072.30	Aaa/AAA NA	3.66 1.12
47786WAD2	JDOT 2024-B A3 5.2 03/15/2029	365,000.00	06/11/2024 5.81%	364,928.64 364,944.22	101.58 4.24%	370,764.77 843.56	0.49% 5,820.55	Aaa/NA AAA	3.71 1.54
02582JKH2	AMXCA 2024-1 A 5.23 04/16/2029	570,000.00	04/16/2024 5.30%	569,883.15 569,911.03	102.00 4.11%	581,381.48 1,324.93	0.77% 11,470.45	NA/AAA AAA	3.79 1.67
05522RDJ4	BACCT 2024-1 A 4.93 05/15/2029	365,000.00	06/06/2024 4.93%	364,979.52 364,983.94	101.48 4.14%	370,406.78 799.76	0.49% 5,422.84	Aaa/AAA NA	3.87 1.75
362549AD9	GMCAR 2025-2 A3 4.28 04/16/2030	185,000.00	05/06/2025 4.71%	184,972.77 184,973.50	100.54 4.07%	185,995.52 329.92	0.24% 1,022.03	Aaa/AAA NA	4.79 2.14
Total ABS		7,525,950.23	5.03%	7,515,028.67 7,521,952.02	100.75 4.33%	7,582,363.00 13,796.99	9.99% 60,410.97		2.62 1.01

AGENCY									
3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025	1,000,000.00	03/07/2022 1.76%	953,120.00 997,963.35	99.39 4.48%	993,871.01 1,312.50	1.31% (4,092.34)	Aa1/AA+ AA+	0.15 0.15
3133EPJX4	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.625 02/17/2026	1,000,000.00	05/15/2023 3.89%	993,250.00 998,451.59	99.63 4.23%	996,259.77 13,493.06	1.31% (2,191.82)	Aa1/AA+ AA+	0.64 0.61
3133EPHH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026	1,500,000.00	05/09/2023 3.90%	1,504,095.00 1,501,137.08	99.84 4.19%	1,497,669.17 10,500.00	1.97% (3,467.92)	Aa1/AA+ AA+	0.83 0.80
3133EPVP7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 07/08/2026	1,000,000.00	12/06/2023 4.48%	1,006,424.00 1,002,531.49	100.71 4.03%	1,007,139.18 22,826.39	1.33% 4,607.69	Aa1/AA+ AA+	1.02 0.97
3133EPZY4	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	1,000,000.00	11/09/2023 4.85%	1,003,740.00 1,001,483.95	100.85 4.18%	1,008,497.86 20,972.22	1.33% 7,013.91	Aa1/AA+ AA+	1.08 1.02
3130AXU63	FEDERAL HOME LOAN BANKS 4.625 11/17/2026	1,000,000.00	11/30/2023 4.53%	1,002,530.00 1,001,178.48	100.87 3.96%	1,008,733.37 5,652.78	1.33% 7,554.89	Aa1/AA+ AA+	1.38 1.32

HOLDINGS REPORT

City of Pittsburgh | Account #10607 | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3133EP6K6	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/26/2027	1,000,000.00	03/25/2024 4.45%	1,001,450.00 1,000,838.22	101.11 3.83%	1,011,126.13 11,875.00	1.33% 10,287.91	Aa1/AA+ AA+	1.74 1.64
3130B0TY5	FEDERAL HOME LOAN BANKS 4.75 04/09/2027	865,000.00	04/10/2024 4.85%	862,716.40 863,648.23	101.70 3.75%	879,685.75 9,358.82	1.16% 16,037.53	Aa1/AA+ AA+	1.77 1.67
3133ERDS7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 05/06/2027	1,000,000.00	05/22/2024 4.70%	1,001,317.00 1,000,823.43	101.70 3.79%	1,016,962.89 7,256.94	1.34% 16,139.46	Aa1/AA+ AA+	1.85 1.75
3130B1EF0	FEDERAL HOME LOAN BANKS 4.625 06/11/2027	1,000,000.00	06/26/2024 4.57%	1,001,530.00 1,001,006.77	101.53 3.80%	1,015,260.30 2,569.44	1.34% 14,253.53	Aa1/AA+ AA+	1.95 1.84
3133ERMB4	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.25 07/23/2027	1,000,000.00	07/18/2024 4.26%	999,690.00 999,787.11	100.79 3.85%	1,007,850.98 18,652.78	1.33% 8,063.88	Aa1/AA+ AA+	2.06 1.92
3130ATUS4	FEDERAL HOME LOAN BANKS 4.25 12/10/2027	1,000,000.00	05/15/2023 3.66%	1,024,620.00 1,013,158.20	101.10 3.77%	1,011,032.56 2,479.17	1.33% (2,125.64)	Aa1/AA+ AA+	2.45 2.30
3130ATS57	FEDERAL HOME LOAN BANKS 4.5 03/10/2028	1,000,000.00	04/24/2023 3.76%	1,032,720.00 1,018,059.38	101.97 3.72%	1,019,693.06 13,875.00	1.34% 1,633.68	Aa1/AA+ AA+	2.70 2.49
3130AWC24	FEDERAL HOME LOAN BANKS 4.0 06/09/2028	1,000,000.00	07/06/2023 4.49%	978,470.00 987,125.16	100.77 3.72%	1,007,672.72 2,444.44	1.33% 20,547.56	Aa1/AA+ AA+	2.94 2.75
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	1,250,000.00	09/07/2023 4.49%	1,243,625.00 1,245,934.93	101.97 3.71%	1,274,574.34 17,165.80	1.68% 28,639.40	Aa1/AA+ AA+	3.19 2.92
3133EPWK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 09/22/2028	1,250,000.00	10/12/2023 4.71%	1,238,412.50 1,242,422.82	102.15 3.78%	1,276,921.94 15,468.75	1.68% 34,499.12	Aa1/AA+ AA+	3.23 2.95
Total Agency		16,865,000.00	4.21%	16,847,709.90 16,875,550.18	101.00 3.93%	17,032,951.02 175,903.09	22.43% 157,400.85		1.83 1.71

AGENCY CMBS									
3137BM7C4	FHMS K-051 A2 3.308 09/25/2025	384,397.63	05/16/2022 2.99%	387,385.72 384,551.88	99.57 4.46%	382,726.19 1,059.66	0.50% (1,825.69)	Aa1/AA+ AAA	0.24 0.19
3137BNGT5	FHMS K-054 A2 2.745 01/25/2026	897,784.22	02/15/2023 4.64%	852,509.24 889,812.36	98.93 4.50%	888,174.97 2,053.68	1.17% (1,637.39)	Aa1/AA+ AAA	0.57 0.51
3137BSP72	FHMS K-058 A2 2.653 08/25/2026	710,000.00	11/29/2022 4.51%	664,903.91 696,653.17	98.16 4.23%	696,902.35 1,569.69	0.92% 249.17	Aa1/AA+ AAA	1.15 1.07
3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	500,000.00	12/05/2022 4.27%	484,082.03 494,109.73	98.81 4.16%	494,057.80 1,429.17	0.65% (51.93)	Aa1/AA+ AAA	1.57 1.36

HOLDINGS REPORT

City of Pittsburgh | Account #10607 | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3137F2LJ3	FHMS K-066 A2 3.117 06/25/2027	1,000,000.00	05/10/2023 3.93%	969,218.75 985,421.60	98.23 4.04%	982,297.70 2,597.50	1.29% (3,123.90)	Aa1/AA+ AAA	1.99 1.74
3137FAWS3	FHMS K-067 A2 3.194 07/25/2027	1,000,000.00	05/10/2023 3.92%	971,562.50 986,233.84	98.22 4.04%	982,245.10 2,661.67	1.29% (3,988.74)	Aaa/AA+ AA+	2.07 1.91
3137FBU79	FHMS K-069 A2 3.187 09/25/2027	736,024.46	06/09/2023 4.41%	701,580.81 718,310.58	98.15 4.01%	722,401.45 1,954.76	0.95% 4,090.87	Aa1/AAA AA+	2.24 2.06
3137FETN0	FHMS K-073 A2 3.35 01/25/2028	965,000.00	05/24/2023 4.34%	927,455.47 944,537.45	98.31 4.01%	948,683.88 2,693.96	1.25% 4,146.43	Aa1/AA+ AAA	2.57 2.31
3137FKZZ2	FHMS K-088 A2 3.69 01/25/2029	1,000,000.00	04/30/2025 4.02%	987,617.19 988,145.10	98.76 4.03%	987,610.60 3,075.00	1.30% (534.50)	Aaa/AA+ AA+	3.57 3.21
Total Agency CMBS		7,193,206.30	4.16%	6,946,315.61 7,087,775.71	98.50 4.14%	7,085,100.03 19,095.08	9.33% (2,675.68)		1.94 1.75
CASH									
CCYUSD	Receivable	1,319.32	--	1,319.32 1,319.32	1.00 0.00%	1,319.32 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		1,319.32		1,319.32 1,319.32	1.00 0.00%	1,319.32 0.00	0.00% 0.00		0.00 0.00
CORPORATE									
26442UAA2	DUKE ENERGY PROGRESS LLC 3.25 08/15/2025	500,000.00	04/18/2022 3.21%	500,605.00 500,000.00	99.84 4.54%	499,180.29 6,138.89	0.66% (819.72)	Aa3/A NA	0.13 0.12
57629WDK3	MASSMUTUAL GLOBAL FUNDING II 4.15 08/26/2025	750,000.00	05/10/2023 4.74%	740,385.00 749,356.70	99.93 4.56%	749,463.32 10,807.29	0.99% 106.62	Aa3/AA+ AA+	0.16 0.15
931142EW9	WALMART INC 3.9 09/09/2025	155,000.00	09/06/2022 3.92%	154,891.50 154,993.07	99.91 4.33%	154,860.49 1,880.67	0.20% (132.58)	Aa2/AA AA	0.19 0.19
00440EAV9	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	750,000.00	08/24/2023 5.19%	715,927.50 739,350.17	99.23 4.29%	744,232.21 4,047.92	0.98% 4,882.04	A2/A A	0.84 0.81
69371RR32	PACCAR FINANCIAL CORP 1.1 05/11/2026	600,000.00	02/10/2023 4.54%	538,422.00 583,641.72	97.41 4.19%	584,469.46 916.67	0.77% 827.74	A1/A+ NA	0.86 0.84
89236TJK2	TOYOTA MOTOR CREDIT CORP 1.125 06/18/2026	250,000.00	01/11/2023 4.55%	223,112.50 242,440.58	97.05 4.28%	242,633.93 101.56	0.32% 193.35	A1/A+ A+	0.97 0.94

HOLDINGS REPORT

City of Pittsburgh | Account #10607 | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
857477CD3	STATE STREET CORP 5.272 08/03/2026	350,000.00	07/31/2023 5.27%	350,000.00 350,000.00	101.00 4.31%	353,514.56 7,585.82	0.47% 3,514.56	Aa3/A AA-	1.09 0.95
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	500,000.00	08/24/2023 5.48%	500,680.00 500,246.22	101.42 4.22%	507,091.28 10,207.75	0.67% 6,845.06	Aa2/A+ AA	1.13 0.99
437076CV2	HOME DEPOT INC 4.95 09/30/2026	500,000.00	11/30/2023 4.86%	501,140.00 500,484.50	100.99 4.12%	504,939.04 6,256.25	0.67% 4,454.54	A2/A A	1.25 1.11
61690U7W4	MORGAN STANLEY BANK NA 5.882 10/30/2026	335,000.00	10/30/2023 5.88%	335,000.00 335,000.00	102.10 4.23%	342,049.45 3,338.85	0.45% 7,049.45	Aa3/A+ AA-	1.33 1.19
438516BL9	HONEYWELL INTERNATIONAL INC 2.5 11/01/2026	750,000.00	05/10/2023 3.96%	714,847.50 736,481.94	97.77 4.23%	733,306.94 3,125.00	0.97% (3,175.00)	A2/A A	1.34 1.29
713448FW3	PEPSICO INC 5.125 11/10/2026	275,000.00	11/08/2023 5.13%	274,925.75 274,966.33	101.26 4.16%	278,464.81 1,996.61	0.37% 3,498.48	A1/A+ NA	1.36 1.22
24422EXF1	JOHN DEERE CAPITAL CORP 4.5 01/08/2027	500,000.00	01/18/2024 4.52%	499,705.00 499,848.27	100.63 4.07%	503,142.49 10,812.50	0.66% 3,294.21	A1/A A+	1.53 1.43
78016HZT0	ROYAL BANK OF CANADA 4.875 01/19/2027	665,000.00	01/10/2024 4.88%	664,833.75 664,913.99	100.97 4.22%	671,456.71 14,588.44	0.88% 6,542.72	A1/A AA-	1.56 1.45
17275RBQ4	CISCO SYSTEMS INC 4.8 02/26/2027	1,000,000.00	-- 4.81%	999,831.60 999,903.90	101.21 4.03%	1,012,126.55 16,666.67	1.33% 12,222.65	A1/AA- NA	1.66 1.48
857477CL5	STATE STREET CORP 4.993 03/18/2027	325,000.00	03/13/2024 4.99%	325,000.00 325,000.00	101.45 4.11%	329,703.50 4,642.80	0.43% 4,703.50	Aa3/A AA-	1.71 1.53
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	600,000.00	09/12/2022 4.08%	597,906.00 599,164.37	99.88 4.07%	599,266.21 3,400.00	0.79% 101.83	A2/A+ A+	1.86 1.76
14913UAL4	CATERPILLAR FINANCIAL SERVICES CORP 5.0 05/14/2027	1,000,000.00	05/15/2024 4.89%	1,002,930.00 1,001,829.91	101.70 4.04%	1,017,024.22 6,527.78	1.34% 15,194.31	A2/A A+	1.87 1.76
09290DAH4	BLACKROCK INC 4.6 07/26/2027	530,000.00	07/17/2024 4.60%	529,984.10 529,989.04	101.22 3.98%	536,471.49 10,496.94	0.71% 6,482.45	Aa3/AA- NA	2.07 1.85
69371RT30	PACCAR FINANCIAL CORP 4.45 08/06/2027	560,000.00	08/01/2024 4.50%	559,255.20 559,478.98	101.16 3.87%	566,471.46 10,037.22	0.75% 6,992.48	A1/A+ NA	2.10 1.95
532457CP1	ELI LILLY AND CO 4.15 08/14/2027	470,000.00	08/12/2024 4.18%	469,619.30 469,730.90	100.49 3.90%	472,305.20 7,422.74	0.62% 2,574.30	Aa3/A+ NA	2.12 1.91
023135BC9	AMAZON.COM INC 3.15 08/22/2027	750,000.00	06/26/2024 4.90%	712,095.00 724,246.99	98.37 3.95%	737,782.90 8,465.63	0.97% 13,535.90	A1/AA AA-	2.15 2.02

HOLDINGS REPORT



City of Pittsburgh | Account #10607 | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
66815L2T5	NORTHWESTERN MUTUAL GLOBAL FUNDING 4.11 09/12/2027	545,000.00	09/05/2024 4.11%	544,983.65 544,988.01	99.91 4.15%	544,517.36 6,782.07	0.72% (470.65)	Aa1/AA+ AAA	2.20 2.06
58989V2J2	MET TOWER GLOBAL FUNDING 4.0 10/01/2027	750,000.00	10/11/2024 4.23%	745,132.50 746,298.72	99.39 4.28%	745,442.85 7,500.00	0.98% (855.87)	Aa3/AA- AA-	2.25 2.11
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	750,000.00	08/22/2024 4.19%	722,842.50 730,223.28	97.29 4.20%	729,640.37 4,670.83	0.96% (582.91)	A2/A+ A	2.29 2.17
24422EXZ7	JOHN DEERE CAPITAL CORP 4.65 01/07/2028	375,000.00	01/06/2025 4.66%	374,887.50 374,905.31	101.51 4.01%	380,663.00 8,331.25	0.50% 5,757.69	A1/A A+	2.52 2.31
89115A3E0	TORONTO-DOMINION BANK 4.861 01/31/2028	825,000.00	01/28/2025 4.86%	825,000.00 825,000.00	101.37 4.29%	836,292.28 16,821.09	1.10% 11,292.28	A2/A- AA-	2.59 2.36
00287YDY2	ABBVIE INC 4.65 03/15/2028	470,000.00	02/18/2025 4.70%	469,374.90 469,445.10	101.51 4.05%	477,105.48 7,588.54	0.63% 7,660.37	A3/A- NA	2.71 2.41
57629TBW6	MASSMUTUAL GLOBAL FUNDING II 4.45 03/27/2028	720,000.00	03/20/2025 4.49%	719,143.20 719,218.25	100.60 4.21%	724,348.23 8,366.00	0.95% 5,129.98	Aa3/AA+ AA+	2.74 2.53
64953BBW7	NEW YORK LIFE GLOBAL FUNDING 4.4 04/25/2028	530,000.00	04/22/2025 4.43%	529,629.00 529,651.68	100.76 4.11%	534,044.64 4,275.33	0.70% 4,392.96	Aa1/AA+ AAA	2.82 2.61
90331HPS6	US BANK NA 4.73 05/15/2028	660,000.00	05/12/2025 4.88%	660,000.00 660,000.00	100.50 4.74%	663,315.46 3,988.97	0.87% 3,315.46	A2/A+ A+	2.88 1.76
87612EBU9	TARGET CORP 4.35 06/15/2028	280,000.00	06/05/2025 4.35%	279,997.20 279,997.25	100.60 4.13%	281,682.95 710.50	0.37% 1,685.70	A2/A A	2.96 2.67
46647PEU6	JPMORGAN CHASE & CO 4.915 01/24/2029	430,000.00	01/16/2025 4.92%	430,000.00 430,000.00	101.34 4.58%	435,774.28 9,216.99	0.57% 5,774.28	A1/A AA-	3.57 2.34
89236TMK8	TOYOTA MOTOR CREDIT CORP 4.55 08/09/2029	750,000.00	02/27/2025 4.58%	748,965.00 749,043.44	100.80 4.33%	756,012.46 13,460.42	1.00% 6,969.02	A1/A+ A+	4.11 3.65
Total Corporate		19,200,000.00	4.63%	18,961,052.15 19,099,838.61	100.27 4.20%	19,248,795.85 241,175.98	25.35% 148,957.23		1.91 1.71
MONEY MARKET FUND									
94975H254	ALLSPRING:GOVT MM S	276,048.98	-- 3.91%	276,048.98 276,048.98	1.00 3.91%	276,048.98 0.00	0.36% 0.00	Aaa/AAAm NA	0.00 0.00
Total Money Market Fund		276,048.98	3.91%	276,048.98 276,048.98	1.00 3.91%	276,048.98 0.00	0.36% 0.00		0.00 0.00

HOLDINGS REPORT



City of Pittsburgh | Account #10607 | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
SUPRANATIONAL									
4581X0EKO	INTER-AMERICAN DEVELOPMENT BANK 4.5 05/15/2026	750,000.00	06/27/2023 4.53%	749,422.50 749,824.09	100.36 4.07%	752,675.20 4,312.50	0.99% 2,851.10	Aaa/AAA NA	0.87 0.84
45950KDF4	INTERNATIONAL FINANCE CORP 4.375 01/15/2027	710,000.00	11/29/2023 4.49%	707,685.40 708,852.89	100.74 3.87%	715,279.88 14,326.54	0.94% 6,426.99	Aaa/AAA NA	1.54 1.45
459058LT8	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.625 05/05/2028	660,000.00	04/29/2025 3.70%	658,534.80 658,609.73	99.70 3.74%	657,996.29 3,655.21	0.87% (613.44)	Aaa/AAA NA	2.85 2.66
Total Supranational		2,120,000.00	4.26%	2,115,642.70 2,117,286.71	100.28 3.90%	2,125,951.37 22,294.25	2.80% 8,664.65		1.71 1.61
US TREASURY									
9128285C0	UNITED STATES TREASURY 3.0 09/30/2025	750,000.00	04/29/2022 2.90%	752,314.45 750,168.90	99.67 4.29%	747,558.59 5,655.74	0.98% (2,610.30)	Aa1/AA+ AA+	0.25 0.25
9128285J5	UNITED STATES TREASURY 3.0 10/31/2025	1,000,000.00	06/02/2022 2.88%	1,004,023.44 1,000,393.95	99.57 4.28%	995,742.19 5,054.35	1.31% (4,651.76)	Aa1/AA+ AA+	0.34 0.33
912828M56	UNITED STATES TREASURY 2.25 11/15/2025	1,000,000.00	08/25/2022 3.36%	966,093.75 996,053.39	99.24 4.32%	992,369.79 2,873.64	1.31% (3,683.60)	Aa1/AA+ AA+	0.38 0.37
9128285T3	UNITED STATES TREASURY 2.625 12/31/2025	1,000,000.00	08/25/2022 3.34%	977,421.88 996,621.59	99.22 4.23%	992,200.52 71.33	1.31% (4,421.07)	Aa1/AA+ AA+	0.50 0.49
9128286L9	UNITED STATES TREASURY 2.25 03/31/2026	1,000,000.00	08/29/2022 3.39%	961,640.63 991,999.92	98.65 4.10%	986,503.91 5,655.74	1.30% (5,496.01)	Aa1/AA+ AA+	0.75 0.73
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	1,500,000.00	05/09/2023 3.65%	1,418,964.84 1,468,342.68	97.50 3.88%	1,462,558.59 3,831.52	1.93% (5,784.09)	Aa1/AA+ AA+	1.38 1.33
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	1,000,000.00	11/29/2022 4.06%	930,585.94 973,191.19	97.56 3.81%	975,625.00 8,453.04	1.28% 2,433.81	Aa1/AA+ AA+	1.63 1.56
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	1,100,000.00	11/03/2022 4.46%	1,014,148.44 1,065,937.01	97.86 3.77%	1,076,496.09 6,912.57	1.42% 10,559.08	Aa1/AA+ AA+	1.75 1.68
91282CEN7	UNITED STATES TREASURY 2.75 04/30/2027	1,500,000.00	02/13/2024 4.39%	1,427,167.97 1,458,452.78	98.23 3.76%	1,473,398.43 6,949.73	1.94% 14,945.65	Aa1/AA+ AA+	1.83 1.76
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	1,250,000.00	11/03/2022 4.44%	1,187,792.97 1,223,308.46	99.11 3.72%	1,238,818.36 110.39	1.63% 15,509.90	Aa1/AA+ AA+	2.00 1.91

HOLDINGS REPORT



City of Pittsburgh | Account #10607 | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	800,000.00	01/30/2023 3.72%	779,968.75 790,523.49	98.77 3.72%	790,156.25 8,355.98	1.04% (367.25)	Aa1/AA+ AA+	2.17 2.05
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	1,500,000.00	05/16/2023 3.59%	1,417,031.25 1,456,217.95	96.70 3.72%	1,450,488.29 4,310.46	1.91% (5,729.67)	Aa1/AA+ AA+	2.38 2.27
9128283W8	UNITED STATES TREASURY 2.75 02/15/2028	1,250,000.00	09/27/2024 3.51%	1,220,019.53 1,226,681.86	97.62 3.71%	1,220,263.68 12,914.36	1.61% (6,418.18)	Aa1/AA+ AA+	2.63 2.48
91282CHX2	UNITED STATES TREASURY 4.375 08/31/2028	1,000,000.00	11/12/2024 4.34%	1,001,250.00 1,001,044.22	101.97 3.71%	1,019,726.56 14,622.96	1.34% 18,682.34	Aa1/AA+ AA+	3.17 2.90
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	1,500,000.00	04/18/2024 4.72%	1,402,792.96 1,428,272.72	98.13 3.72%	1,471,992.18 5,986.75	1.94% 43,719.46	Aa1/AA+ AA+	3.38 3.15
9128286T2	UNITED STATES TREASURY 2.375 05/15/2029	1,000,000.00	03/17/2025 4.08%	935,390.63 939,856.72	95.13 3.74%	951,250.00 3,033.29	1.25% 11,393.28	Aa1/AA+ AA+	3.87 3.64
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	1,000,000.00	11/05/2024 4.20%	991,445.31 992,618.61	100.93 3.75%	1,009,335.94 16,685.08	1.33% 16,717.33	Aa1/AA+ AA+	4.08 3.68
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	1,750,000.00	12/13/2024 4.27%	1,665,712.89 1,675,372.32	97.59 3.76%	1,707,753.92 18,278.70	2.25% 32,381.59	Aa1/AA+ AA+	4.17 3.82
91282CFT3	UNITED STATES TREASURY 4.0 10/31/2029	1,000,000.00	06/16/2025 4.01%	999,687.50 999,690.24	100.95 3.76%	1,009,531.25 6,739.13	1.33% 9,841.01	Aa1/AA+ AA+	4.34 3.92
91282CFY2	UNITED STATES TREASURY 3.875 11/30/2029	1,000,000.00	06/06/2025 4.02%	993,984.38 994,065.32	100.44 3.76%	1,004,414.06 3,282.10	1.32% 10,348.74	Aa1/AA+ AA+	4.42 4.01
Total US Treasury		22,900,000.00	3.92%	22,047,437.51 22,428,813.33	98.61 3.86%	22,576,183.59 139,776.87	29.73% 147,370.26		2.35 2.19
Total Portfolio		76,081,524.83	4.31%	74,710,554.84 75,408,584.87	99.46 4.03%	75,928,713.15 612,042.25	100.00% 520,128.29		2.09 1.78
Total Market Value + Accrued						76,540,755.41			

HOLDINGS REPORT

City of Pittsburgh Liquidity | Account #10617 | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CASH									
CCYUSD	Receivable	23,705.39	--	23,705.39	1.00	23,705.39	0.08%	Aaa/AAA	0.00
				23,705.39	0.00%	0.00	0.00	AAA	0.00
Total Cash		23,705.39		23,705.39	1.00	23,705.39	0.08%		0.00
				23,705.39	0.00%	0.00	0.00		0.00
COMMERCIAL PAPER									
89233GXU5	Toyota Motor Credit Corporation 10/28/2025	1,000,000.00	01/31/2025 4.46%	967,450.00 985,653.89	98.57 4.39%	985,700.00 0.00	3.24% 46.11	P-1/A-1+ F1	0.33 0.32
62479LY74	MUFG Bank, Ltd., New York Branch 11/07/2025	2,000,000.00	02/13/2025 4.53%	1,935,029.99 1,968,610.00	98.44 4.51%	1,968,702.00 0.00	6.47% 92.00	P-1/A-1 NA	0.36 0.23
Total Commercial Paper		3,000,000.00	4.51%	2,902,479.99 2,954,263.88	98.48 4.47%	2,954,402.00 0.00	9.71% 138.12		0.35 0.26
MONEY MARKET FUND									
94975H254	ALLSPRING:GOVT MM S	8,057,000.72	-- 3.91%	8,057,000.72 8,057,000.72	1.00 3.91%	8,057,000.72 0.00	26.49% 0.00	Aaa/AAAm NA	0.00 0.00
Total Money Market Fund		8,057,000.72	3.91%	8,057,000.72 8,057,000.72	1.00 3.91%	8,057,000.72 0.00	26.49% 0.00		0.00 0.00
US TREASURY									
912797NX1	UNITED STATES TREASURY 07/03/2025	2,000,000.00	01/02/2025 4.28%	1,958,445.42 1,999,540.83	99.98 4.25%	1,999,534.34 0.00	6.57% (6.49)	P-1/A-1+ F1+	0.01 0.01
912797LW5	UNITED STATES TREASURY 07/10/2025	2,000,000.00	10/07/2024 4.22%	1,937,895.83 1,997,967.50	99.90 4.25%	1,997,904.16 0.00	6.57% (63.34)	P-1/A-1+ F1+	0.03 0.02
912797MG9	UNITED STATES TREASURY 08/07/2025	2,000,000.00	10/07/2024 4.25%	1,931,320.00 1,991,613.33	99.56 4.33%	1,991,262.60 0.00	6.55% (350.73)	P-1/A-1+ F1+	0.10 0.10
912797MH7	UNITED STATES TREASURY 09/04/2025	2,000,000.00	10/07/2024 4.24%	1,925,249.17 1,985,320.83	99.23 4.35%	1,984,621.18 0.00	6.53% (699.65)	P-1/A-1+ F1+	0.18 0.18
9128285J5	UNITED STATES TREASURY 3.0 10/31/2025	3,000,000.00	10/31/2024 4.32%	2,961,562.50 2,987,152.40	99.57 4.28%	2,987,226.57 15,163.04	9.82% 74.17	Aa1/AA+ AA+	0.34 0.33

HOLDINGS REPORT



City of Pittsburgh Liquidity | Account #10617 | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
912828M56	UNITED STATES TREASURY 2.25 11/15/2025	3,500,000.00	11/26/2024 4.46%	3,427,539.06 3,471,877.77	99.24 4.32%	3,473,294.27 10,057.74	11.42% 1,416.50	Aa1/AA+ AA+	0.38 0.37
91282CJS1	UNITED STATES TREASURY 4.25 12/31/2025	2,000,000.00	01/02/2025 4.22%	2,000,625.00 2,000,315.95	100.00 4.25%	2,000,019.54 230.98	6.58% (296.41)	Aa1/AA+ AA+	0.50 0.49
91282CBH3	UNITED STATES TREASURY 0.375 01/31/2026	1,500,000.00	01/30/2025 4.25%	1,443,632.81 1,466,951.84	97.80 4.24%	1,466,967.78 2,346.34	4.82% 15.94	Aa1/AA+ AA+	0.59 0.57
912828P46	UNITED STATES TREASURY 1.625 02/15/2026	1,500,000.00	02/27/2025 4.23%	1,463,437.50 1,476,213.60	98.43 4.20%	1,476,430.67 9,157.46	4.85% 217.06	Aa1/AA+ AA+	0.63 0.61
Total US Treasury		19,500,000.00	4.29%	19,049,707.29 19,376,954.06	99.37 4.28%	19,377,261.10 36,955.56	63.72% 307.04		0.30 0.29
Total Portfolio		30,580,706.11	4.21%	30,032,893.39 30,411,924.05	73.15 4.20%	30,412,369.21 36,955.56	100.00% 445.16		0.22 0.21
Total Market Value + Accrued						30,449,324.77			

HOLDINGS REPORT



City of Pittsburg Managed/Reporting Cons | Account #10639 | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
05602RAD3	BMWOT 2022-A A3 3.21 08/25/2026	17,017.66	05/10/2022 3.23%	17,016.77 17,017.43	99.82 4.56%	16,986.93 9.10	0.01% (30.50)	Aaa/AAA NA	1.15 0.14
47787JAC2	JDOT 2022 A3 2.32 09/15/2026	23,814.40	03/10/2022 2.34%	23,809.14 23,813.08	99.72 4.16%	23,746.67 24.56	0.01% (66.40)	Aaa/NA AAA	1.21 0.15
448977AD0	HART 2022-A A3 2.22 10/15/2026	8,873.84	05/02/2022 3.40%	8,657.54 8,815.84	99.83 4.49%	8,859.04 8.76	0.00% 43.20	NA/AAA AAA	1.29 0.07
448988AD7	HALST 2024-A A3 5.02 03/15/2027	255,000.00	01/17/2024 5.03%	254,951.68 254,973.78	100.27 4.61%	255,696.94 568.93	0.11% 723.17	NA/AAA AAA	1.71 0.59
05611UAD5	BMWLT 2024-1 A3 4.98 03/25/2027	750,000.00	06/20/2024 5.40%	746,015.63 747,499.38	100.34 4.43%	752,560.13 622.50	0.31% 5,060.74	Aaa/AAA NA	1.73 0.57
36265WAD5	GMCAR 2022-3 A3 3.64 04/16/2027	44,667.99	07/06/2022 3.93%	44,667.68 44,667.89	99.81 4.51%	44,582.78 67.75	0.02% (85.11)	Aaa/NA AAA	1.79 0.22
44934FAD7	HALST 2024-B A3 5.41 05/17/2027	280,000.00	05/14/2024 5.41%	279,992.22 279,995.11	100.79 4.55%	282,223.59 673.24	0.12% 2,228.48	NA/AAA AAA	1.88 0.86
161571HS6	CHAIT 2022-1 A 3.97 09/15/2025	1,000,000.00	05/11/2023 4.28%	993,945.31 999,042.62	99.89 4.53%	998,936.20 1,764.44	0.41% (106.42)	NA/AAA AAA	0.21 0.20
58770JAD6	MBALT 2024-A A3 5.32 01/18/2028	190,000.00	05/17/2024 5.73%	189,977.77 189,984.50	101.22 4.38%	192,320.51 449.24	0.08% 2,336.01	Aaa/NA AAA	2.55 1.22
58769GAD5	MBALT 2024-B A3 4.23 02/15/2028	295,000.00	09/17/2024 4.24%	294,950.35 294,961.54	99.97 4.29%	294,916.54 554.60	0.12% (44.99)	NA/AAA AAA	2.63 1.29
89239NAD7	TLOT 2025-A A3 4.75 02/22/2028	390,000.00	02/20/2025 4.75%	389,994.89 389,995.48	100.85 4.22%	393,302.05 566.04	0.16% 3,306.58	Aaa/AAA NA	2.65 1.45
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	101,576.34	07/11/2023 5.47%	101,558.34 101,565.98	100.59 4.49%	102,179.98 92.60	0.04% 614.00	NA/AAA AAA	2.66 0.57
362962AD4	GMALT 2025-2 A3 4.58 05/22/2028	350,000.00	05/20/2025 4.84%	349,994.19 349,994.37	100.64 4.23%	352,235.21 489.81	0.15% 2,240.84	NA/AAA AAA	2.90 1.62
438123AC5	HAROT 2023-4 A3 5.67 06/21/2028	235,000.00	11/01/2023 5.74%	234,958.62 234,973.36	101.07 4.39%	237,506.28 370.13	0.10% 2,532.91	Aaa/NA AAA	2.98 0.78
89239FAD4	TAOT 2023-D A3 5.54 08/15/2028	195,000.00	11/07/2023 5.61%	194,978.98 194,986.18	101.17 4.40%	197,287.70 480.13	0.08% 2,301.52	NA/AAA AAA	3.13 0.97
437918AC9	HAROT 2024-1 A3 5.21 08/15/2028	670,000.00	02/13/2024 5.27%	669,970.86 669,979.69	100.86 4.32%	675,743.78 1,551.42	0.28% 5,764.09	Aaa/AAA NA	3.13 0.90

HOLDINGS REPORT

City of Pittsburg Managed/Reporting Cons | Account #10639 | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
89238DAD0	TAOT 2024-A A3 4.83 10/16/2028	375,000.00	01/23/2024 4.89%	374,924.96 374,947.55	100.60 4.25%	377,233.84 805.00	0.16% 2,286.29	Aaa/AAA NA	3.30 0.94
47800RAD5	JDOT 2024 A3 4.96 11/15/2028	180,000.00	03/11/2024 5.12%	179,989.92 179,992.70	100.92 4.29%	181,662.77 396.80	0.08% 1,670.07	Aaa/NA AAA	3.38 1.27
36268GAD7	GMCAR 2024-1 A3 4.85 12/18/2028	360,000.00	-- 4.90%	359,958.35 359,970.60	100.50 4.32%	361,798.96 727.50	0.15% 1,828.36	Aaa/NA AAA	3.47 0.85
096919AD7	BMWOT 2024-A A3 5.18 02/26/2029	320,000.00	06/04/2024 5.18%	319,951.39 319,962.26	101.26 4.11%	324,034.56 276.27	0.13% 4,072.30	Aaa/AAA NA	3.66 1.12
47786WAD2	JDOT 2024-B A3 5.2 03/15/2029	365,000.00	06/11/2024 5.81%	364,928.64 364,944.22	101.58 4.24%	370,764.77 843.56	0.15% 5,820.55	Aaa/NA AAA	3.71 1.54
02582JKH2	AMXCA 2024-1 A 5.23 04/16/2029	570,000.00	04/16/2024 5.30%	569,883.15 569,911.03	102.00 4.11%	581,381.48 1,324.93	0.24% 11,470.45	NA/AAA AAA	3.79 1.67
05522RDJ4	BACCT 2024-1 A 4.93 05/15/2029	365,000.00	06/06/2024 4.93%	364,979.52 364,983.94	101.48 4.14%	370,406.78 799.76	0.15% 5,422.84	Aaa/AAA NA	3.87 1.75
362549AD9	GMCAR 2025-2 A3 4.28 04/16/2030	185,000.00	05/06/2025 4.71%	184,972.77 184,973.50	100.54 4.07%	185,995.52 329.92	0.08% 1,022.03	Aaa/AAA NA	4.79 2.14
Total ABS		7,525,950.23	5.03%	7,515,028.67 7,521,952.02	100.75 4.33%	7,582,363.00 13,796.99	3.14% 60,410.97		2.62 1.01

AGENCY									
3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025	1,000,000.00	03/07/2022 1.76%	953,120.00 997,963.35	99.39 4.48%	993,871.01 1,312.50	0.41% (4,092.34)	Aa1/AA+ AA+	0.15 0.15
3133EPJX4	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.625 02/17/2026	1,000,000.00	05/15/2023 3.89%	993,250.00 998,451.59	99.63 4.23%	996,259.77 13,493.06	0.41% (2,191.82)	Aa1/AA+ AA+	0.64 0.61
3133EPHH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026	1,500,000.00	05/09/2023 3.90%	1,504,095.00 1,501,137.08	99.84 4.19%	1,497,669.17 10,500.00	0.62% (3,467.92)	Aa1/AA+ AA+	0.83 0.80
3133EPVP7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 07/08/2026	1,000,000.00	12/06/2023 4.48%	1,006,424.00 1,002,531.49	100.71 4.03%	1,007,139.18 22,826.39	0.42% 4,607.69	Aa1/AA+ AA+	1.02 0.97
3133EPZY4	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	1,000,000.00	11/09/2023 4.85%	1,003,740.00 1,001,483.95	100.85 4.18%	1,008,497.86 20,972.22	0.42% 7,013.91	Aa1/AA+ AA+	1.08 1.02
3130AXU63	FEDERAL HOME LOAN BANKS 4.625 11/17/2026	1,000,000.00	11/30/2023 4.53%	1,002,530.00 1,001,178.48	100.87 3.96%	1,008,733.37 5,652.78	0.42% 7,554.89	Aa1/AA+ AA+	1.38 1.32

HOLDINGS REPORT

City of Pittsburg Managed/Reporting Cons | Account #10639 | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3133EP6K6	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 03/26/2027	1,000,000.00	03/25/2024 4.45%	1,001,450.00 1,000,838.22	101.11 3.83%	1,011,126.13 11,875.00	0.42% 10,287.91	Aa1/AA+ AA+	1.74 1.64
3130B0TY5	FEDERAL HOME LOAN BANKS 4.75 04/09/2027	865,000.00	04/10/2024 4.85%	862,716.40 863,648.23	101.70 3.75%	879,685.75 9,358.82	0.36% 16,037.53	Aa1/AA+ AA+	1.77 1.67
3133ERDS7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 05/06/2027	1,000,000.00	05/22/2024 4.70%	1,001,317.00 1,000,823.43	101.70 3.79%	1,016,962.89 7,256.94	0.42% 16,139.46	Aa1/AA+ AA+	1.85 1.75
3130B1EF0	FEDERAL HOME LOAN BANKS 4.625 06/11/2027	1,000,000.00	06/26/2024 4.57%	1,001,530.00 1,001,006.77	101.53 3.80%	1,015,260.30 2,569.44	0.42% 14,253.53	Aa1/AA+ AA+	1.95 1.84
3133ERMB4	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.25 07/23/2027	1,000,000.00	07/18/2024 4.26%	999,690.00 999,787.11	100.79 3.85%	1,007,850.98 18,652.78	0.42% 8,063.88	Aa1/AA+ AA+	2.06 1.92
3130ATUS4	FEDERAL HOME LOAN BANKS 4.25 12/10/2027	1,000,000.00	05/15/2023 3.66%	1,024,620.00 1,013,158.20	101.10 3.77%	1,011,032.56 2,479.17	0.42% (2,125.64)	Aa1/AA+ AA+	2.45 2.30
3130ATS57	FEDERAL HOME LOAN BANKS 4.5 03/10/2028	1,000,000.00	04/24/2023 3.76%	1,032,720.00 1,018,059.38	101.97 3.72%	1,019,693.06 13,875.00	0.42% 1,633.68	Aa1/AA+ AA+	2.70 2.49
3130AWC24	FEDERAL HOME LOAN BANKS 4.0 06/09/2028	1,000,000.00	07/06/2023 4.49%	978,470.00 987,125.16	100.77 3.72%	1,007,672.72 2,444.44	0.42% 20,547.56	Aa1/AA+ AA+	2.94 2.75
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	1,250,000.00	09/07/2023 4.49%	1,243,625.00 1,245,934.93	101.97 3.71%	1,274,574.34 17,165.80	0.53% 28,639.40	Aa1/AA+ AA+	3.19 2.92
3133EPWK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.5 09/22/2028	1,250,000.00	10/12/2023 4.71%	1,238,412.50 1,242,422.82	102.15 3.78%	1,276,921.94 15,468.75	0.53% 34,499.12	Aa1/AA+ AA+	3.23 2.95
Total Agency		16,865,000.00	4.21%	16,847,709.90 16,875,550.18	101.00 3.93%	17,032,951.02 175,903.09	7.06% 157,400.85		1.83 1.71

AGENCY CMBS

3137BM7C4	FHMS K-051 A2 3.308 09/25/2025	384,397.63	05/16/2022 2.99%	387,385.72 384,551.88	99.57 4.46%	382,726.19 1,059.66	0.16% (1,825.69)	Aa1/AA+ AAA	0.24 0.19
3137BNGT5	FHMS K-054 A2 2.745 01/25/2026	897,784.22	02/15/2023 4.64%	852,509.24 889,812.36	98.93 4.50%	888,174.97 2,053.68	0.37% (1,637.39)	Aa1/AA+ AAA	0.57 0.51
3137BSP72	FHMS K-058 A2 2.653 08/25/2026	710,000.00	11/29/2022 4.51%	664,903.91 696,653.17	98.16 4.23%	696,902.35 1,569.69	0.29% 249.17	Aa1/AA+ AAA	1.15 1.07
3137BVZ82	FHMS K-063 A2 3.43 01/25/2027	500,000.00	12/05/2022 4.27%	484,082.03 494,109.73	98.81 4.16%	494,057.80 1,429.17	0.20% (51.93)	Aa1/AA+ AAA	1.57 1.36

HOLDINGS REPORT

City of Pittsburg Managed/Reporting Cons | Account #10639 | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3137F2LJ3	FHMS K-066 A2 3.117 06/25/2027	1,000,000.00	05/10/2023 3.93%	969,218.75 985,421.60	98.23 4.04%	982,297.70 2,597.50	0.41% (3,123.90)	Aa1/AA+ AAA	1.99 1.74
3137FAWS3	FHMS K-067 A2 3.194 07/25/2027	1,000,000.00	05/10/2023 3.92%	971,562.50 986,233.84	98.22 4.04%	982,245.10 2,661.67	0.41% (3,988.74)	Aaa/AA+ AA+	2.07 1.91
3137FBU79	FHMS K-069 A2 3.187 09/25/2027	736,024.46	06/09/2023 4.41%	701,580.81 718,310.58	98.15 4.01%	722,401.45 1,954.76	0.30% 4,090.87	Aa1/AAA AA+	2.24 2.06
3137FETN0	FHMS K-073 A2 3.35 01/25/2028	965,000.00	05/24/2023 4.34%	927,455.47 944,537.45	98.31 4.01%	948,683.88 2,693.96	0.39% 4,146.43	Aa1/AA+ AAA	2.57 2.31
3137FKZZ2	FHMS K-088 A2 3.69 01/25/2029	1,000,000.00	04/30/2025 4.02%	987,617.19 988,145.10	98.76 4.03%	987,610.60 3,075.00	0.41% (534.50)	Aaa/AA+ AA+	3.57 3.21
Total Agency CMBS		7,193,206.30	4.16%	6,946,315.61 7,087,775.71	98.50 4.14%	7,085,100.03 19,095.08	2.94% (2,675.68)		1.94 1.75
CASH									
90PITT\$02	City of Pittsburg	71,178,838.04	-- 0.00%	71,178,838.04 71,178,838.04	1.00 0.00%	71,195,920.96 0.00	29.50% 17,082.92	NA/NA NA	0.00 0.00
90PITT\$00	City of Pittsburg	20,395,408.20	-- 0.00%	20,395,408.20 20,395,408.20	1.00 0.00%	20,395,408.20 0.00	8.45% 0.00	NA/NA NA	0.00 0.00
CCYUSD	Receivable	1,319.32	--	1,319.32 1,319.32	1.00 0.00%	1,319.32 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
CCYUSD	Receivable	23,705.39	--	23,705.39 23,705.39	1.00 0.00%	23,705.39 0.00	0.01% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		91,599,270.95	0.00%	91,599,270.95	1.00 0.00%	91,616,353.87 0.00	37.97% 17,082.92		0.00 0.00
COMMERCIAL PAPER									
89233GXU5	Toyota Motor Credit Corporation 10/28/2025	1,000,000.00	01/31/2025 4.46%	967,450.00 985,653.89	98.57 4.39%	985,700.00 0.00	0.41% 46.11	P-1/A-1+ F1	0.33 0.32
62479LY74	MUFG Bank, Ltd., New York Branch 11/07/2025	2,000,000.00	02/13/2025 4.53%	1,935,029.99 1,968,610.00	98.44 4.51%	1,968,702.00 0.00	0.82% 92.00	P-1/A-1 NA	0.36 0.23
Total Commercial Paper		3,000,000.00	4.51%	2,902,479.99 2,954,263.88	98.48 4.47%	2,954,402.00 0.00	1.22% 138.12		0.35 0.26

HOLDINGS REPORT

City of Pittsburg Managed/Reporting Cons | Account #10639 | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CORPORATE									
26442UAA2	DUKE ENERGY PROGRESS LLC 3.25 08/15/2025	500,000.00	04/18/2022 3.21%	500,605.00 500,000.00	99.84 4.54%	499,180.29 6,138.89	0.21% (819.72)	Aa3/A NA	0.13 0.12
57629WDK3	MASSMUTUAL GLOBAL FUNDING II 4.15 08/26/2025	750,000.00	05/10/2023 4.74%	740,385.00 749,356.70	99.93 4.56%	749,463.32 10,807.29	0.31% 106.62	Aa3/AA+ AA+	0.16 0.15
931142EW9	WALMART INC 3.9 09/09/2025	155,000.00	09/06/2022 3.92%	154,891.50 154,993.07	99.91 4.33%	154,860.49 1,880.67	0.06% (132.58)	Aa2/AA AA	0.19 0.19
00440EAV9	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	750,000.00	08/24/2023 5.19%	715,927.50 739,350.17	99.23 4.29%	744,232.21 4,047.92	0.31% 4,882.04	A2/A A	0.84 0.81
69371RR32	PACCAR FINANCIAL CORP 1.1 05/11/2026	600,000.00	02/10/2023 4.54%	538,422.00 583,641.72	97.41 4.19%	584,469.46 916.67	0.24% 827.74	A1/A+ NA	0.86 0.84
89236TJK2	TOYOTA MOTOR CREDIT CORP 1.125 06/18/2026	250,000.00	01/11/2023 4.55%	223,112.50 242,440.58	97.05 4.28%	242,633.93 101.56	0.10% 193.35	A1/A+ A+	0.97 0.94
857477CD3	STATE STREET CORP 5.272 08/03/2026	350,000.00	07/31/2023 5.27%	350,000.00 350,000.00	101.00 4.31%	353,514.56 7,585.82	0.15% 3,514.56	Aa3/A AA-	1.09 0.95
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	500,000.00	08/24/2023 5.48%	500,680.00 500,246.22	101.42 4.22%	507,091.28 10,207.75	0.21% 6,845.06	Aa2/A+ AA	1.13 0.99
437076CV2	HOME DEPOT INC 4.95 09/30/2026	500,000.00	11/30/2023 4.86%	501,140.00 500,484.50	100.99 4.12%	504,939.04 6,256.25	0.21% 4,454.54	A2/A A	1.25 1.11
61690U7W4	MORGAN STANLEY BANK NA 5.882 10/30/2026	335,000.00	10/30/2023 5.88%	335,000.00 335,000.00	102.10 4.23%	342,049.45 3,338.85	0.14% 7,049.45	Aa3/A+ AA-	1.33 1.19
438516BL9	HONEYWELL INTERNATIONAL INC 2.5 11/01/2026	750,000.00	05/10/2023 3.96%	714,847.50 736,481.94	97.77 4.23%	733,306.94 3,125.00	0.30% (3,175.00)	A2/A A	1.34 1.29
713448FW3	PEPSICO INC 5.125 11/10/2026	275,000.00	11/08/2023 5.13%	274,925.75 274,966.33	101.26 4.16%	278,464.81 1,996.61	0.12% 3,498.48	A1/A+ NA	1.36 1.22
24422EXF1	JOHN DEERE CAPITAL CORP 4.5 01/08/2027	500,000.00	01/18/2024 4.52%	499,705.00 499,848.27	100.63 4.07%	503,142.49 10,812.50	0.21% 3,294.21	A1/A A+	1.53 1.43
78016HZT0	ROYAL BANK OF CANADA 4.875 01/19/2027	665,000.00	01/10/2024 4.88%	664,833.75 664,913.99	100.97 4.22%	671,456.71 14,588.44	0.28% 6,542.72	A1/A AA-	1.56 1.45
17275RBQ4	CISCO SYSTEMS INC 4.8 02/26/2027	1,000,000.00	-- 4.81%	999,831.60 999,903.90	101.21 4.03%	1,012,126.55 16,666.67	0.42% 12,222.65	A1/AA- NA	1.66 1.48
857477CL5	STATE STREET CORP 4.993 03/18/2027	325,000.00	03/13/2024 4.99%	325,000.00 325,000.00	101.45 4.11%	329,703.50 4,642.80	0.14% 4,703.50	Aa3/A AA-	1.71 1.53

HOLDINGS REPORT

City of Pittsburg Managed/Reporting Cons | Account #10639 | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	600,000.00	09/12/2022 4.08%	597,906.00 599,164.37	99.88 4.07%	599,266.21 3,400.00	0.25% 101.83	A2/A+ A+	1.86 1.76
14913UAL4	CATERPILLAR FINANCIAL SERVICES CORP 5.0 05/14/2027	1,000,000.00	05/15/2024 4.89%	1,002,930.00 1,001,829.91	101.70 4.04%	1,017,024.22 6,527.78	0.42% 15,194.31	A2/A A+	1.87 1.76
09290DAH4	BLACKROCK INC 4.6 07/26/2027	530,000.00	07/17/2024 4.60%	529,984.10 529,989.04	101.22 3.98%	536,471.49 10,496.94	0.22% 6,482.45	Aa3/AA- NA	2.07 1.85
69371RT30	PACCAR FINANCIAL CORP 4.45 08/06/2027	560,000.00	08/01/2024 4.50%	559,255.20 559,478.98	101.16 3.87%	566,471.46 10,037.22	0.23% 6,992.48	A1/A+ NA	2.10 1.95
532457CP1	ELI LILLY AND CO 4.15 08/14/2027	470,000.00	08/12/2024 4.18%	469,619.30 469,730.90	100.49 3.90%	472,305.20 7,422.74	0.20% 2,574.30	Aa3/A+ NA	2.12 1.91
023135BC9	AMAZON.COM INC 3.15 08/22/2027	750,000.00	06/26/2024 4.90%	712,095.00 724,246.99	98.37 3.95%	737,782.90 8,465.63	0.31% 13,535.90	A1/AA AA-	2.15 2.02
66815L2T5	NORTHWESTERN MUTUAL GLOBAL FUNDING 4.11 09/12/2027	545,000.00	09/05/2024 4.11%	544,983.65 544,988.01	99.91 4.15%	544,517.36 6,782.07	0.23% (470.65)	Aa1/AA+ AAA	2.20 2.06
58989V2J2	MET TOWER GLOBAL FUNDING 4.0 10/01/2027	750,000.00	10/11/2024 4.23%	745,132.50 746,298.72	99.39 4.28%	745,442.85 7,500.00	0.31% (855.87)	Aa3/AA- AA-	2.25 2.11
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	750,000.00	08/22/2024 4.19%	722,842.50 730,223.28	97.29 4.20%	729,640.37 4,670.83	0.30% (582.91)	A2/A+ A	2.29 2.17
24422EXZ7	JOHN DEERE CAPITAL CORP 4.65 01/07/2028	375,000.00	01/06/2025 4.66%	374,887.50 374,905.31	101.51 4.01%	380,663.00 8,331.25	0.16% 5,757.69	A1/A A+	2.52 2.31
89115A3E0	TORONTO-DOMINION BANK 4.861 01/31/2028	825,000.00	01/28/2025 4.86%	825,000.00 825,000.00	101.37 4.29%	836,292.28 16,821.09	0.35% 11,292.28	A2/A- AA-	2.59 2.36
00287YDY2	ABBVIE INC 4.65 03/15/2028	470,000.00	02/18/2025 4.70%	469,374.90 469,445.10	101.51 4.05%	477,105.48 7,588.54	0.20% 7,660.37	A3/A- NA	2.71 2.41
57629TBW6	MASSMUTUAL GLOBAL FUNDING II 4.45 03/27/2028	720,000.00	03/20/2025 4.49%	719,143.20 719,218.25	100.60 4.21%	724,348.23 8,366.00	0.30% 5,129.98	Aa3/AA+ AA+	2.74 2.53
64953BBW7	NEW YORK LIFE GLOBAL FUNDING 4.4 04/25/2028	530,000.00	04/22/2025 4.43%	529,629.00 529,651.68	100.76 4.11%	534,044.64 4,275.33	0.22% 4,392.96	Aa1/AA+ AAA	2.82 2.61
90331HPS6	US BANK NA 4.73 05/15/2028	660,000.00	05/12/2025 4.88%	660,000.00 660,000.00	100.50 4.74%	663,315.46 3,988.97	0.27% 3,315.46	A2/A+ A+	2.88 1.76
87612EBU9	TARGET CORP 4.35 06/15/2028	280,000.00	06/05/2025 4.35%	279,997.20 279,997.25	100.60 4.13%	281,682.95 710.50	0.12% 1,685.70	A2/A A	2.96 2.67

HOLDINGS REPORT



City of Pittsburg Managed/Reporting Cons | Account #10639 | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
46647PEU6	JPMORGAN CHASE & CO 4.915 01/24/2029	430,000.00	01/16/2025 4.92%	430,000.00 430,000.00	101.34 4.58%	435,774.28 9,216.99	0.18% 5,774.28	A1/A AA-	3.57 2.34
89236TMK8	TOYOTA MOTOR CREDIT CORP 4.55 08/09/2029	750,000.00	02/27/2025 4.58%	748,965.00 749,043.44	100.80 4.33%	756,012.46 13,460.42	0.31% 6,969.02	A1/A+ A+	4.11 3.65
Total Corporate		19,200,000.00	4.63%	18,961,052.15 19,099,838.61	100.27 4.20%	19,248,795.85 241,175.98	7.98% 148,957.23		1.91 1.71
EQUITY MUTUAL FUND									
90PARS\$00	City of Pittsburg	4,527,707.39	-- 0.00%	4,527,707.39 4,527,707.39	1.07 0.00%	4,824,181.67 0.00	2.00% 296,474.28	NA/NA NA	0.00 0.00
Total Equity Mutual Fund		4,527,707.39	0.00%	4,527,707.39 4,527,707.39	1.07 0.00%	4,824,181.67 0.00	2.00% 296,474.28		0.00 0.00
INVESTMENT POOL									
90PITT\$01	City of Pittsburg	38,505,595.16	-- 0.00%	38,505,595.16 38,505,595.16	1.00 0.00%	38,551,801.87 0.00	15.98% 46,206.71	NA/NA NA	0.00 0.00
Total Investment Pool		38,505,595.16	0.00%	38,505,595.16 38,505,595.16	1.00 0.00%	38,551,801.87 0.00	15.98% 46,206.71		0.00 0.00
MONEY MARKET FUND									
94975H254	ALLSPRING:GOVT MM S	276,048.98	-- 3.91%	276,048.98 276,048.98	1.00 3.91%	276,048.98 0.00	0.11% 0.00	Aaa/AAAm NA	0.00 0.00
94975H254	ALLSPRING:GOVT MM S	8,057,000.72	-- 3.91%	8,057,000.72 8,057,000.72	1.00 3.91%	8,057,000.72 0.00	3.34% 0.00	Aaa/AAAm NA	0.00 0.00
Total Money Market Fund		8,333,049.70	3.91%	8,333,049.70 8,333,049.70	1.00 3.91%	8,333,049.70 0.00	3.45% 0.00		0.00 0.00
SUPRANATIONAL									
4581X0EKO	INTER-AMERICAN DEVELOPMENT BANK 4.5 05/15/2026	750,000.00	06/27/2023 4.53%	749,422.50 749,824.09	100.36 4.07%	752,675.20 4,312.50	0.31% 2,851.10	Aaa/AAA NA	0.87 0.84

HOLDINGS REPORT

City of Pittsburg Managed/Reporting Cons | Account #10639 | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
45950KDF4	INTERNATIONAL FINANCE CORP 4.375 01/15/2027	710,000.00	11/29/2023 4.49%	707,685.40 708,852.89	100.74 3.87%	715,279.88 14,326.54	0.30% 6,426.99	Aaa/AAA NA	1.54 1.45
459058LT8	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.625 05/05/2028	660,000.00	04/29/2025 3.70%	658,534.80 658,609.73	99.70 3.74%	657,996.29 3,655.21	0.27% (613.44)	Aaa/AAA NA	2.85 2.66
Total Supranational		2,120,000.00	4.26%	2,115,642.70 2,117,286.71	100.28 3.90%	2,125,951.37 22,294.25	0.88% 8,664.65		1.71 1.61
US TREASURY									
912797NX1	UNITED STATES TREASURY 07/03/2025	2,000,000.00	01/02/2025 4.28%	1,958,445.42 1,999,540.83	99.98 4.25%	1,999,534.34 0.00	0.83% (6.49)	P-1/A-1+ F1+	0.01 0.01
912797LW5	UNITED STATES TREASURY 07/10/2025	2,000,000.00	10/07/2024 4.22%	1,937,895.83 1,997,967.50	99.90 4.25%	1,997,904.16 0.00	0.83% (63.34)	P-1/A-1+ F1+	0.03 0.02
912797MG9	UNITED STATES TREASURY 08/07/2025	2,000,000.00	10/07/2024 4.25%	1,931,320.00 1,991,613.33	99.56 4.33%	1,991,262.60 0.00	0.83% (350.73)	P-1/A-1+ F1+	0.10 0.10
912797MH7	UNITED STATES TREASURY 09/04/2025	2,000,000.00	10/07/2024 4.24%	1,925,249.17 1,985,320.83	99.23 4.35%	1,984,621.18 0.00	0.82% (699.65)	P-1/A-1+ F1+	0.18 0.18
9128285C0	UNITED STATES TREASURY 3.0 09/30/2025	750,000.00	04/29/2022 2.90%	752,314.45 750,168.90	99.67 4.29%	747,558.59 5,655.74	0.31% (2,610.30)	Aa1/AA+ AA+	0.25 0.25
9128285J5	UNITED STATES TREASURY 3.0 10/31/2025	1,000,000.00	06/02/2022 2.88%	1,004,023.44 1,000,393.95	99.57 4.28%	995,742.19 5,054.35	0.41% (4,651.76)	Aa1/AA+ AA+	0.34 0.33
9128285J5	UNITED STATES TREASURY 3.0 10/31/2025	3,000,000.00	10/31/2024 4.32%	2,961,562.50 2,987,152.40	99.57 4.28%	2,987,226.57 15,163.04	1.24% 74.17	Aa1/AA+ AA+	0.34 0.33
912828M56	UNITED STATES TREASURY 2.25 11/15/2025	1,000,000.00	08/25/2022 3.36%	966,093.75 996,053.39	99.24 4.32%	992,369.79 2,873.64	0.41% (3,683.60)	Aa1/AA+ AA+	0.38 0.37
912828M56	UNITED STATES TREASURY 2.25 11/15/2025	3,500,000.00	11/26/2024 4.46%	3,427,539.06 3,471,877.77	99.24 4.32%	3,473,294.27 10,057.74	1.44% 1,416.50	Aa1/AA+ AA+	0.38 0.37
9128285T3	UNITED STATES TREASURY 2.625 12/31/2025	1,000,000.00	08/25/2022 3.34%	977,421.88 996,621.59	99.22 4.23%	992,200.52 71.33	0.41% (4,421.07)	Aa1/AA+ AA+	0.50 0.49
91282CJS1	UNITED STATES TREASURY 4.25 12/31/2025	2,000,000.00	01/02/2025 4.22%	2,000,625.00 2,000,315.95	100.00 4.25%	2,000,019.54 230.98	0.83% (296.41)	Aa1/AA+ AA+	0.50 0.49
91282CBH3	UNITED STATES TREASURY 0.375 01/31/2026	1,500,000.00	01/30/2025 4.25%	1,443,632.81 1,466,951.84	97.80 4.24%	1,466,967.78 2,346.34	0.61% 15.94	Aa1/AA+ AA+	0.59 0.57

HOLDINGS REPORT



City of Pittsburg Managed/Reporting Cons | Account #10639 | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
912828P46	UNITED STATES TREASURY 1.625 02/15/2026	1,500,000.00	02/27/2025 4.23%	1,463,437.50 1,476,213.60	98.43 4.20%	1,476,430.67 9,157.46	0.61% 217.06	Aa1/AA+ AA+	0.63 0.61
9128286L9	UNITED STATES TREASURY 2.25 03/31/2026	1,000,000.00	08/29/2022 3.39%	961,640.63 991,999.92	98.65 4.10%	986,503.91 5,655.74	0.41% (5,496.01)	Aa1/AA+ AA+	0.75 0.73
912828U24	UNITED STATES TREASURY 2.0 11/15/2026	1,500,000.00	05/09/2023 3.65%	1,418,964.84 1,468,342.68	97.50 3.88%	1,462,558.59 3,831.52	0.61% (5,784.09)	Aa1/AA+ AA+	1.38 1.33
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	1,000,000.00	11/29/2022 4.06%	930,585.94 973,191.19	97.56 3.81%	975,625.00 8,453.04	0.40% 2,433.81	Aa1/AA+ AA+	1.63 1.56
91282CEF4	UNITED STATES TREASURY 2.5 03/31/2027	1,100,000.00	11/03/2022 4.46%	1,014,148.44 1,065,937.01	97.86 3.77%	1,076,496.09 6,912.57	0.45% 10,559.08	Aa1/AA+ AA+	1.75 1.68
91282CEN7	UNITED STATES TREASURY 2.75 04/30/2027	1,500,000.00	02/13/2024 4.39%	1,427,167.97 1,458,452.78	98.23 3.76%	1,473,398.43 6,949.73	0.61% 14,945.65	Aa1/AA+ AA+	1.83 1.76
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	1,250,000.00	11/03/2022 4.44%	1,187,792.97 1,223,308.46	99.11 3.72%	1,238,818.36 110.39	0.51% 15,509.90	Aa1/AA+ AA+	2.00 1.91
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	800,000.00	01/30/2023 3.72%	779,968.75 790,523.49	98.77 3.72%	790,156.25 8,355.98	0.33% (367.25)	Aa1/AA+ AA+	2.17 2.05
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	1,500,000.00	05/16/2023 3.59%	1,417,031.25 1,456,217.95	96.70 3.72%	1,450,488.29 4,310.46	0.60% (5,729.67)	Aa1/AA+ AA+	2.38 2.27
9128283W8	UNITED STATES TREASURY 2.75 02/15/2028	1,250,000.00	09/27/2024 3.51%	1,220,019.53 1,226,681.86	97.62 3.71%	1,220,263.68 12,914.36	0.51% (6,418.18)	Aa1/AA+ AA+	2.63 2.48
91282CHX2	UNITED STATES TREASURY 4.375 08/31/2028	1,000,000.00	11/12/2024 4.34%	1,001,250.00 1,001,044.22	101.97 3.71%	1,019,726.56 14,622.96	0.42% 18,682.34	Aa1/AA+ AA+	3.17 2.90
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	1,500,000.00	04/18/2024 4.72%	1,402,792.96 1,428,272.72	98.13 3.72%	1,471,992.18 5,986.75	0.61% 43,719.46	Aa1/AA+ AA+	3.38 3.15
9128286T2	UNITED STATES TREASURY 2.375 05/15/2029	1,000,000.00	03/17/2025 4.08%	935,390.63 939,856.72	95.13 3.74%	951,250.00 3,033.29	0.39% 11,393.28	Aa1/AA+ AA+	3.87 3.64
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	1,000,000.00	11/05/2024 4.20%	991,445.31 992,618.61	100.93 3.75%	1,009,335.94 16,685.08	0.42% 16,717.33	Aa1/AA+ AA+	4.08 3.68
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	1,750,000.00	12/13/2024 4.27%	1,665,712.89 1,675,372.32	97.59 3.76%	1,707,753.92 18,278.70	0.71% 32,381.59	Aa1/AA+ AA+	4.17 3.82
91282CFT3	UNITED STATES TREASURY 4.0 10/31/2029	1,000,000.00	06/16/2025 4.01%	999,687.50 999,690.24	100.95 3.76%	1,009,531.25 6,739.13	0.42% 9,841.01	Aa1/AA+ AA+	4.34 3.92
91282CFY2	UNITED STATES TREASURY 3.875 11/30/2029	1,000,000.00	06/06/2025 4.02%	993,984.38 994,065.32	100.44 3.76%	1,004,414.06 3,282.10	0.42% 10,348.74	Aa1/AA+ AA+	4.42 4.01

HOLDINGS REPORT



City of Pittsburg Managed/Reporting Cons | Account #10639 | As of June 30, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
Total US Treasury		42,400,000.00	4.09%	41,097,144.80 41,805,767.38	98.96 4.05%	41,953,444.69 176,732.44	17.39% 147,677.31		1.40 1.31
Total Portfolio		241,269,779.73	1.89%	239,350,997.02 240,428,057.71	41.08 1.80%	241,308,395.07 648,997.82	100.00% 880,337.36		0.68 0.59
Total Market Value + Accrued						241,957,392.89			

TRANSACTIONS

TRANSACTION LEDGER



City of Pittsburgh | Account #10607 | 04/01/2025 Through 06/30/2025 |

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/25/2025	64953BBW7	530,000.00	NEW YORK LIFE GLOBAL FUNDING 4.4 04/25/2028	99.930	4.43%	(529,629.00)	0.00	(529,629.00)	0.00
Purchase	05/05/2025	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029	98.762	4.02%	(987,617.19)	(410.00)	(988,027.19)	0.00
Purchase	05/06/2025	459058LT8	660,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.625 05/05/2028	99.778	3.70%	(658,534.80)	0.00	(658,534.80)	0.00
Purchase	05/14/2025	362549AD9	185,000.00	GMCAR 2025-2 A3 4.28 04/16/2030	99.985	4.71%	(184,972.77)	0.00	(184,972.77)	0.00
Purchase	05/15/2025	90331HPS6	660,000.00	US BANK NA 4.73 05/15/2028	100.000	4.88%	(660,000.00)	0.00	(660,000.00)	0.00
Purchase	05/29/2025	362962AD4	350,000.00	GMALT 2025-2 A3 4.58 05/20/2028	99.998	4.84%	(349,994.19)	0.00	(349,994.19)	0.00
Purchase	06/09/2025	91282CFY2	1,000,000.00	UNITED STATES TREASURY 3.875 11/30/2029	99.398	4.02%	(993,984.38)	(952.87)	(994,937.25)	0.00
Purchase	06/10/2025	87612EBU9	280,000.00	TARGET CORP 4.35 06/15/2028	99.999	4.35%	(279,997.20)	0.00	(279,997.20)	0.00
Purchase	06/17/2025	91282CFT3	1,000,000.00	UNITED STATES TREASURY 4.0 10/31/2029	99.969	4.01%	(999,687.50)	(5,217.39)	(1,004,904.89)	0.00
Total Purchase			5,665,000.00				(5,644,417.03)	(6,580.26)	(5,650,997.29)	0.00
TOTAL ACQUISITIONS			5,665,000.00				(5,644,417.03)	(6,580.26)	(5,650,997.29)	0.00
DISPOSITIONS										
Maturity	04/15/2025	87612EBL9	(500,000.00)	TARGET CORP 2.25 04/15/2025	100.000	2.08%	500,000.00	0.00	500,000.00	0.00
Maturity	04/15/2025	437076CM2	(500,000.00)	HOME DEPOT INC 2.7 04/15/2025	100.000	2.76%	500,000.00	0.00	500,000.00	0.00
Maturity	04/25/2025	06406RBC0	(510,000.00)	BANK OF NEW YORK MELLON CORP 3.35 04/25/2025	100.000	3.35%	510,000.00	0.00	510,000.00	0.00
Maturity	04/30/2025	912828ZL7	(500,000.00)	UNITED STATES TREASURY 0.375 04/30/2025	100.000	0.39%	500,000.00	0.00	500,000.00	0.00

TRANSACTION LEDGER



City of Pittsburgh | Account #10607 | 04/01/2025 Through 06/30/2025 |

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Maturity	05/15/2025	02582JIT8	(510,000.00)	AMXCA 2022-2 A 3.39 05/17/2027	100.000	3.42%	0.00	0.00	0.00	0.00
Maturity	05/31/2025	912828ZT0	(1,200,000.00)	UNITED STATES TREASURY 0.25 05/31/2025	100.000	0.72%	1,200,000.00	0.00	1,200,000.00	0.00
Total Maturity			(3,720,000.00)				3,210,000.00	0.00	3,210,000.00	0.00
Sale	05/22/2025	912828ZT0	(50,000.00)	UNITED STATES TREASURY 0.25 05/31/2025	99.887	0.72%	49,943.36	59.41	50,002.77	(50.90)
Sale	06/17/2025	3130B0ZP7	(1,000,000.00)	FEDERAL HOME LOAN BANKS 4.875 03/13/2026	100.451	4.85%	1,004,510.00	12,729.17	1,017,239.17	4,316.94
Total Sale			(1,050,000.00)				1,054,453.36	12,788.58	1,067,241.94	4,266.04
TOTAL DISPOSITIONS			(4,770,000.00)				4,264,453.36	12,788.58	4,277,241.94	4,266.04

TRANSACTION LEDGER



City of Pittsburgh Liquidity | Account #10617 | 04/01/2025 Through 06/30/2025 |

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Maturity	04/17/2025	912797KS5	(1,500,000.00)	UNITED STATES TREASURY 04/17/2025	100.000	5.16%	1,500,000.00	0.00	1,500,000.00	0.00
Maturity	05/15/2025	912797LB1	(1,500,000.00)	UNITED STATES TREASURY 05/15/2025	100.000	5.12%	1,500,000.00	0.00	1,500,000.00	0.00
Maturity	06/12/2025	912797LN5	(1,500,000.00)	UNITED STATES TREASURY 06/12/2025	100.000	5.05%	1,500,000.00	0.00	1,500,000.00	0.00
Total Maturity			(4,500,000.00)				4,500,000.00	0.00	4,500,000.00	0.00
TOTAL DISPOSITIONS			(4,500,000.00)				4,500,000.00	0.00	4,500,000.00	0.00

TRANSACTION LEDGER



City of Pittsburg Managed/Reporting Cons | Account #10639 | 04/01/2025 Through 06/30/2025 |

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/25/2025	64953BBW7	530,000.00	NEW YORK LIFE GLOBAL FUNDING 4.4 04/25/2028	99.930	4.43%	(529,629.00)	0.00	(529,629.00)	0.00
Purchase	05/05/2025	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029	98.762	4.02%	(987,617.19)	(410.00)	(988,027.19)	0.00
Purchase	05/06/2025	459058LT8	660,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.625 05/05/2028	99.778	3.70%	(658,534.80)	0.00	(658,534.80)	0.00
Purchase	05/14/2025	362549AD9	185,000.00	GMCAR 2025-2 A3 4.28 04/16/2030	99.985	4.71%	(184,972.77)	0.00	(184,972.77)	0.00
Purchase	05/15/2025	90331HPS6	660,000.00	US BANK NA 4.73 05/15/2028	100.000	4.88%	(660,000.00)	0.00	(660,000.00)	0.00
Purchase	05/29/2025	362962AD4	350,000.00	GMALT 2025-2 A3 4.58 05/20/2028	99.998	4.84%	(349,994.19)	0.00	(349,994.19)	0.00
Purchase	06/09/2025	91282CFY2	1,000,000.00	UNITED STATES TREASURY 3.875 11/30/2029	99.398	4.02%	(993,984.38)	(952.87)	(994,937.25)	0.00
Purchase	06/10/2025	87612EBU9	280,000.00	TARGET CORP 4.35 06/15/2028	99.999	4.35%	(279,997.20)	0.00	(279,997.20)	0.00
Purchase	06/17/2025	91282CFT3	1,000,000.00	UNITED STATES TREASURY 4.0 10/31/2029	99.969	4.01%	(999,687.50)	(5,217.39)	(1,004,904.89)	0.00
Purchase	06/30/2025	90PARS\$00	327,476.47	City of Pittsburg	1.000		(327,476.47)	0.00	(327,476.47)	0.00
Purchase	06/30/2025	90PITT\$01	414,350.98	City of Pittsburg	1.000		(414,350.98)	0.00	(414,350.98)	0.00
Total Purchase			6,406,827.45				(6,386,244.48)	(6,580.26)	(6,392,824.74)	0.00
TOTAL ACQUISITIONS			6,406,827.45				(6,386,244.48)	(6,580.26)	(6,392,824.74)	0.00
DISPOSITIONS										
Maturity	04/15/2025	87612EBL9	(500,000.00)	TARGET CORP 2.25 04/15/2025	100.000	2.08%	500,000.00	0.00	500,000.00	0.00
Maturity	04/15/2025	437076CM2	(500,000.00)	HOME DEPOT INC 2.7 04/15/2025	100.000	2.76%	500,000.00	0.00	500,000.00	0.00
Maturity	04/17/2025	912797KS5	(1,500,000.00)	UNITED STATES TREASURY 04/17/2025	100.000	5.16%	1,500,000.00	0.00	1,500,000.00	0.00

TRANSACTION LEDGER



City of Pittsburgh Managed/Reporting Cons | Account #10639 | 04/01/2025 Through 06/30/2025 |

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Maturity	04/25/2025	06406RBC0	(510,000.00)	BANK OF NEW YORK MELLON CORP 3.35 04/25/2025	100.000	3.35%	510,000.00	0.00	510,000.00	0.00
Maturity	04/30/2025	912828ZL7	(500,000.00)	UNITED STATES TREASURY 0.375 04/30/2025	100.000	0.39%	500,000.00	0.00	500,000.00	0.00
Maturity	05/15/2025	02582JIT8	(510,000.00)	AMXCA 2022-2 A 3.39 05/17/2027	100.000	3.42%	0.00	0.00	0.00	0.00
Maturity	05/15/2025	912797LB1	(1,500,000.00)	UNITED STATES TREASURY 05/15/2025	100.000	5.12%	1,500,000.00	0.00	1,500,000.00	0.00
Maturity	05/31/2025	912828ZT0	(1,200,000.00)	UNITED STATES TREASURY 0.25 05/31/2025	100.000	0.72%	1,200,000.00	0.00	1,200,000.00	0.00
Maturity	06/12/2025	912797LN5	(1,500,000.00)	UNITED STATES TREASURY 06/12/2025	100.000	5.05%	1,500,000.00	0.00	1,500,000.00	0.00
Total Maturity			(8,220,000.00)				7,710,000.00	0.00	7,710,000.00	0.00
Sale	05/22/2025	912828ZT0	(50,000.00)	UNITED STATES TREASURY 0.25 05/31/2025	99.887	0.72%	49,943.36	59.41	50,002.77	(50.90)
Sale	06/17/2025	3130B0ZP7	(1,000,000.00)	FEDERAL HOME LOAN BANKS 4.875 03/13/2026	100.451	4.85%	1,004,510.00	12,729.17	1,017,239.17	4,316.94
Total Sale			(1,050,000.00)				1,054,453.36	12,788.58	1,067,241.94	4,266.04
TOTAL DISPOSITIONS			(9,270,000.00)				8,764,453.36	12,788.58	8,777,241.94	4,266.04

IMPORTANT DISCLOSURES



2025 Chandler Asset Management, Inc, An Independent Registered Investment Adviser.

Information contained herein is confidential. Prices are provided by ICE Data Services Inc (“IDS”), an independent pricing source. In the event IDS does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance results are presented gross-of-advisory fees and represent the client’s Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Source ICE Data Indices, LLC (“ICE”), used with permission. ICE permits use of the ICE indices and related data on an “as is” basis; ICE, its affiliates and their respective third party suppliers disclaim any and all warranties and representations, express and/or implied, including any warranties of merchantability or fitness for a particular purpose or use, including the indices, index data and any data included in, related to, or derived therefrom. Neither ICE data, its affiliates or their respective third party providers guarantee the quality, adequacy, accuracy, timeliness or completeness of the indices or the index data or any component thereof, and the indices and index data and all components thereof are provided on an “as is” basis and licensee’s use it at licensee’s own risk. ICE data, its affiliates and their respective third party do not sponsor, endorse, or recommend chandler asset management, or any of its products or services.

This report is provided for informational purposes only and should not be construed as a specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of publication, but may become outdated or superseded at any time without notice. Any opinions or views expressed are based on current market conditions and are subject to change. This report may contain forecasts and forward-looking statements which are inherently limited and should not be relied upon as indicator of future results. Past performance is not indicative of future results. This report is not intended to constitute an offer, solicitation, recommendation or advice regarding any securities or investment strategy and should not be regarded by recipients as a substitute for the exercise of their own judgment.

Fixed income investments are subject to interest, credit and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

Ratings information have been provided by Moody’s, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities (“MBS”) reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

BENCHMARK DISCLOSURES



City of Pittsburgh | As of June 30, 2025

Benchmark	Disclosure
ICE BofA 3-Month US Treasury Bill Index	The ICE BofA US 3-Month Treasury Bill Index is comprised of a single issue purchased at the beginning of the month and held for a full month. At the end of the month that issue is sold and rolled into a newly selected issue. The issue selected at each month-end rebalancing is the outstanding Treasury Bill that matures closest to, but not beyond, three months from the rebalancing date.
ICE BofA 1-3 Yr US Treasury & Agency Index	The ICE BofA 1-3 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody’s, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than three years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies.



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Maria M. Aliotti - Interim City Manager

SUBJECT: Adoption of a City Council Resolution Designating a Voting Delegate and an Alternate for the League of California Cities 2025 Annual Conference and Expo

MEETING DATE: September 15, 2025

EXECUTIVE SUMMARY

Every year, the League of California Cities (Cal Cities) convenes a member-driven General Assembly at the Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policies. The City Council must appoint a voting delegate and an alternate.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Adopt the attached Resolution designating Mayor Jelani Killings as the primary voting delegate and Vice-Mayor Dionne Adams as the alternate.

BACKGROUND

In order to vote at the General Assembly, a voting delegate and an alternate must be designated by the City Council.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The City's appointed voting delegate plays an important role during the General Assembly by representing the City and voting on resolutions. Mayor Killings and Vice-Mayor Adams are registered to attend the conference from October 8-10, 2025 in Long Beach and should, therefore, be appointed as the City's voting delegates. Following the City Council action, delegates must be submitted through the online portal by September 24, 2025.

ATTACHMENTS: Resolution

Report Prepared By: Melaine Venenciano, Director of City Clerk Services

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Designating a Voting Delegate and an)
Alternate for the League of California)
Cities 2025 Annual Conference and Expo)

RESOLUTION NO. 25-

WHEREAS, every year, the League of California Cities (Cal Cities) convenes a member-driven General Assembly at the Annual Conference and Expo; and

WHEREAS, the General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policies; and

WHEREAS, the City Council must appoint a voting delegate and an alternate in order to vote; and

WHEREAS, Mayor Killings is registered to attend the conference and, should therefore, be appointed as the City's primary voting delegate; and

WHEREAS, Vice-Mayor Adams is also registered to attend the conference and, should therefore, be appointed as the City's alternate voting delegate.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburgh hereby appoints Mayor Killings as the primary voting delegate and Vice-Mayor Adams as the alternate voting delegate.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh, at a regular meeting on the 15th day of September 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST BY:

Alice E. Evenson, City Clerk



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Maria M. Aliotti - Interim City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the City Manager to Negotiate and Execute a Contract for Meter Reading Supplies with Badger Meter, Inc.

MEETING DATE: September 15, 2025

EXECUTIVE SUMMARY

The City's water system distributes potable water to approximately 19,690 residential, commercial, industrial, and institutional customers. Public Works crews maintain the water meters and purchase necessary supplies under an annual contract with vendor, Badger Meter. If approved, the resolution will authorize the City Manager to negotiate and execute a contract with Badger Meter for meters and meter reading supplies.

FISCAL IMPACT

The City Council approved sufficient funds for the purchase of meter supplies with the adoption of the City's Operating Budget for Fiscal Year (FY) 2025/26 (Resolution No. 25-14634), included within Water Operations (501-44101). Staff is proposing to expend up to \$200,000 from its approved FY 2025/26 Operating Budget on the purchase of various meter supplies as the need arises throughout the fiscal year.

RECOMMENDATION

City Council adopt the attached Resolution authorizing the City Manager to negotiate and execute a contract with Badger Meter for Automatic Metering Infrastructure (AMI) cellular meters and products.

BACKGROUND

Part of the water system includes a Badger AMI system that allows for the diagnosis and reporting of accounts where leaks are detected. Existing meters regularly require repairs or replacement to maintain function and efficiency. Additionally, new housing developments require the installation of AMI cellular meters and supplies to integrate with the City's water system.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

With an AMI system, meter readings and event data are transmitted via cellular system to a central program. This data then synchronizes with the City's billing system. Public Works Department staff continue to install and maintain Badger AMI cellular meters and products to update and enhance the current water system, identify the detection of leaks earlier, and provide a useful tool for water conservation.

Badger Meter, Inc., is the sole product distributor for the City's water meters. The contracting process with Badger Meter, Inc. is compliant with Pittsburg Municipal Code 2.85 because no other manufacturer makes a meter compatible with the City's system. Attached to this staff report is a list of the various types of meter supplies that may be used to maintain the City's water system, totaling approximately, \$1 million. Because maintenance needs vary and emergencies are unpredictable, staff is proposing to negotiate the ability to purchase up to \$200,000 of meter supplies.

ATTACHMENTS: Resolution
Proposal from Badger

Report Prepared By: Shannon Tully, Administrative Assistant

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to)
Negotiate and Execute a Contract for)
Meter Reading Supplies with Badger)
Meter, Inc.)

RESOLUTION NO. 25-

WHEREAS, the Public Works Department operates a water system that utilizes meters to distribute potable water to approximately 19,690 residential, commercial, industrial, and institutional customers; and

WHEREAS, an Automatic Metering Infrastructure (AMI) cellular meters and products assist efforts of water conservation, improves system efficiency, and enhances customer service capabilities; and

WHEREAS, the City Council approved sufficient funds for the purchase of meter supplies with the adoption of the City's Operating Budget for Fiscal Year (FY) 2025/26 (Resolution No. 25-14634) and there are sufficient funds available in the Water Operating Fund (Fund 501); and

WHEREAS, Badger Meter, Inc., is the sole manufacturer and distributor for Badger meter supplies necessary to be compatible with the existing water system.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburgh hereby authorizes the City Manager to negotiate and execute the contract with Badger Meter, Inc. for FY 2025/26 for meter supplies for a not to exceed amount of \$200,000.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 15th day of September 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST BY:

Alice E. Evenson, City Clerk

Badger Meter Inc.
4545 W Brown Deer Road Milwaukee WI 53223
PO Box 245036 Milwaukee WI 53224-9536

To **Customer ID 00041806**
CITY OF PITTSBURG
65 CIVIC AVENUE
PITTSBURG
California , 945653814

Pedro Ramos

Revised Date:
Pricing Effective Dates: 07-01-2025 - 06-30-2026

Salesperson	Proposal Subject	Shipping Terms / INCO Terms	Payment Terms
007435 DAN GILLIAM	AUTOMATIC METER READING (AMR) / ADVANCED METERING INFRASTRUCTURE (AMI)	PREPAY/NO CHARGE For SHIPMENTS > \$35,000 FCA FACTORY	NET 30 DAYS

Line #	Description	Qty	Unit Net Price USD	Line Totals USD
1	BMI Part No.: 101-2202 Cat String: DS-BAB-PB1P-XXD3-Y2-E1CA-2B2X1-9FD-NN-XX-TF-XX-B0A Description: Disc, M25 5/8"(3/4x7-1/2), Brz Btm 430SS-1, PL, (TS-135, SN Yr 9D & PBB, HR-E LCD, 4CXN2 ORION, PL Lid/Shrd-GRY, Trx Scrw, Street read, 9D-0.001 FT3, SN YR 9D in & out, TT-5', BMI STD, 6 PACK,	250	126.15	31,537.50
2	BMI Part No.: 101-4607 Cat String: DS-JCA-PB1P-XXD3-Y2-E1CA-2B2X1-9FD-NN-XX-TF-XX-B0A Description: Disc, M55 1"(10-3/4), Brz Btm 430SS-1, PL, (TS-135, SN Yr 9D & PBB, HR-E LCD, 4CXN2 ORION, PL Lid/Shrd-GRY, Trx Scrw, Street read, 9D-0.001 FT3, SN YR 9D in & out, TT-5', BMI STD, 4 PACK,	300	192.25	57,675.00
3	BMI Part No.: 101-4728 Cat String: DS-NDB-PFAS-XXD3-Y2-E1CA-2B2X1-9GD-NN-XX-TF-XX-B0A Description: Disc, M120 1-1/2"-ELL Dr w/TP, 430SS, SS, (TS-135, SN Yr 9D & PBB, HR-E LCD, 4CXN2 ORION, PL Lid/Shrd-GRY, Trx Scrw, Street read, 9D-0.01 FT3, SN YR 9D in & out, TT-5', BMI STD, 1 PACK,	75	474.92	35,619.00
4	BMI Part No.: 101-4768 Cat String: DS-REB-PFAS-XXD3-Y2-E1CA-2B2X1-9GD-NN-XX-TF-XX-B0A Description: Disc, M170 2"-ELL Dr w/TP, 430SS, SS, (TS-135, SN Yr 9D & PBB, HR-E LCD, 4CXN2 ORION, PL Lid/Shrd-GRY, Trx Scrw, Street read, 9D-0.01 FT3, SN YR 9D in & out, TT-5', BMI STD, 1 PACK,	75	609.84	45,738.00
5	BMI Part No.: 105-2630 Cat String: CS-CFA-P-T4XX-X-C1-Y2-E1CA-2B2X1-9G-9F-D-NN-XX-TF-XX-B0A Description:	35	2,264.98	79,274.30

Thank you for your business!

Estimated ship dates subject to change based upon component availability, as a result of global supply chain constraints, or credit review.
This acknowledgment is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>.
Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>

Line #	Description	Qty	Unit Net Price USD	Line Totals USD
6	CSM, 3" Rnd w/TP, 316SS-4, SN Yr 9D & PBB, HR-E LCD, 4CXN2 ORION, PL Lid/Shrd-GRY, Trx Scrw, Street read, 9D-0.01 FT3, 9D-0.001 FT3, SN YR 9D in & out, TT-5', BMI STD, 1 PACK, BMI Part No.: 106-6076 Cat String: CS-CGA-P-T4XX-X-C1-Y2-E1CA-2B2X1-9G-9F-D-NN-XX-TF- XX-B0A Description: CSM, 4" Rnd w/TP, 316SS-4, SN Yr 9D & PBB, HR-E LCD, 4CXN2 ORION, PL Lid/Shrd-GRY, Trx Scrw, Street read, 9D-0.01 FT3, 9D-0.001 FT3, SN YR 9D in & out, TT-5', BMI STD, 1 PACK,	35	3,511.51	122,902.85
7	BMI Part No.: 109-3155 Cat String: CS-CHA-P-T4XX-X-C1-Y2-E1CA-2B2X1-9H-9F-D-NN-XX-TF- XX-B0A Description: CSM, 6" Rnd w/TP, 316SS-4, SN Yr 9D & PBB, HR-E LCD, 4CXN2 ORION, PL Lid/Shrd-GRY, Trx Scrw, Street read, 9D-0.1 FT3, 9D-0.001 FT3, SN YR 9D in & out, TT-5', BMI STD, 1 PACK,	35	5,032.90	176,151.50
8	BMI Part No.: 100-6561 Cat String: SB-SEB-PTNXX Description: Plte Strnr Brz, 2" EL w/DP, 316SS,	1	403.25	403.25
9	BMI Part No.: 100-6961 Cat String: SB-SFA-PTNXX Description: Plte Strnr Brz, 3" Rnd w/DP, 316SS,	35	604.87	21,170.45
10	BMI Part No.: 100-6681 Cat String: SB-SGA-PTNXX Description: Plte Strnr Brz, 4" Rnd w/ DP, 316SS,	35	806.49	28,227.15
11	BMI Part No.: 100-8313 Cat String: SB-SHA-PTNXX Description: Plte Strnr Brz, 6" Rnd w/DP, 316SS,	1	1,108.93	1,108.93
12	BMI Part No.: 100-6680 Cat String: SS-SJA-PZNEX Description: Stl Strnr, 8" Rnd w/DP, Zinc Pltd, Znc Pltd Blts-Nuts/Std Blk Gskt,	1	1,881.83	1,881.83
13	BMI Part No.: 100-9781 Cat String: DS-BAB-PB1P-XXD3-Y2-P1XX-GXXXX-XXX-NN-XX-XX-XX- B0A Description: Disc, M25 5/8"(3/4x7-1/2), Brz Btm 430SS-1, PL, (TS-135, SN Yr 9D & PBB, PL Lid Only, PL Lid-GRY, SN YR 9D in & out, BMI STD, 6 PACK,	1	74.39	74.39
14	BMI Part No.: 100-9936	1	138.70	138.70

Thank you for your business!

Estimated ship dates subject to change based upon component availability, as a result of global supply chain constraints, or credit review.
This acknowledgment is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>.
Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>

Line #	Description	Qty	Unit Net Price USD	Line Totals USD
15	Cat String: DS-JCA-PB1P-XXD3-Y2-P1XX-GXXXX-XXX-NN-XX-XX-XX-B0A Description: Disc, M55 1"(10-3/4), Brz Btm 430SS-1, PL, (TS-135, SN Yr 9D & PBB, PL Lid Only, PL Lid-GRY, SN YR 9D in & out, BMI STD, 4 PACK, BMI Part No.: 100-9780 Cat String: DS-NDB-PFAS-XXD3-Y2-P1XX-GXXXX-XXX-NN-XX-XX-XX-B0A Description: Disc, M120 1-1/2"-ELL Dr w/TP, 430SS, SS, (TS-135, SN Yr 9D & PBB, PL Lid Only, PL Lid-GRY, SN YR 9D in & out, BMI STD, 1 PACK,	1	373.29	373.29
16	BMI Part No.: 100-7552 Cat String: DS-REB-PFAS-XXD3-Y2-P1XX-GXXXX-XXX-NN-XX-XX-XX-B0A Description: Disc, M170 2"-ELL Dr w/TP, 430SS, SS, (TS-135, SN Yr 9D & PBB, PL Lid Only, PL Lid-GRY, SN YR 9D in & out, BMI STD, 1 PACK,	1	554.27	554.27
17	BMI Part No.: 103-2788 Cat String: HM-HFE-P-T1-XX-XX-X-T1-H9-XX-XX-XXXX-XXX-XXX-FH-XX-XX-B0A Description: Fire Hydrant, 3" AL Red, 316SS-1, SN Yr 9D Head, FH Guard, BMI STD, 1 PACK,	50	1,021.84	51,092.00
18	BMI Part No.: 100-6588 Customer Part: PRICING FOR ALL SIZES Cat String: R4-BA1-E1CA-2B1-9FD-NX-XX-TF-XX-B0A Description: REG 4, M25, HR-E LCD, 4CXN2 ORION, PL Lid/Shrd-GRY, Trx Scrw, 9D-0.001 FT3, SN YR 9D in, TT-5', BMI STD, 24 PACK,	50	71.37	3,568.50
19	BMI Part No.: 111-3248 Cat String: E4-4E-AY-AG-TAAA-B0A Description: EP Only, For Enc, ORION CELL HLD, Thru Ld Instl Kit, TT-8in, Grnd/Ocean-Pause, BMI STD, 24 PACK,	3220	115.56	372,103.20
20	BMI Part No.: 104-8869 Cat String: EB-EFC-PXSP-E5-CA-19GD-E3Y2-XXTF-XX-B0A Description: E-Series B-Alloy, 3" RND(12), TP Std Gskt, , Prsr, Enc, 4CXN2 ORION, 9D-0.01 FT3, SN Yr 9D & PBB, TT-5 FT, BMI STD,	1	2,104.22	2,104.22
21	BMI Part No.: 104-0073 Cat String: EB-EFD-PXSP-E5-CA-19GD-E3Y2-XXTF-XX-B0A Description: E-Series B-Alloy, 3" RND(17), TP Std Gskt, , Prsr, Enc, 4CXN2 ORION, 9D-0.01 FT3, SN Yr 9D & PBB, TT-5 FT, BMI STD,	1	1,992.06	1,992.06
22	BMI Part No.: 107-8309 Cat String: EB-EGC-PXSP-E5-CA-19GD-E4Y2-XXTF-XX-B0A	1	2,390.00	2,390.00

Thank you for your business!

Estimated ship dates subject to change based upon component availability, as a result of global supply chain constraints, or credit review.
This acknowledgment is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>.
Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>

Line #	Description	Qty	Unit Net Price USD	Line Totals USD
23	Description: E-Series B-Alloy, 4" RND(14), TP Std Gskt, , Prsr, Enc, 4CXN2 ORION, 9D-0.01 FT3, SN Yr 9D & PBB, TT-5 FT, BMI STD, BMI Part No.: 104-0074 Cat String: EB-EGD-PXSP-E5-CA-19GD-E4Y2-XXTF-XX-B0A Description: E-Series B-Alloy, 4" RND(20), TP Std Gskt, , Prsr, Enc, 4CXN2 ORION, 9D-0.01 FT3, SN Yr 9D & PBB, TT-5 FT, BMI STD,	1	2,423.00	2,423.00
24	BMI Part No.: 109-5419 Cat String: EB-EHB-PXSP-E5-CA-19HD-E6Y2-XXTF-XX-B0A Description: E-Series B-Alloy, 6"x18" RND Std Gskt, , Prsr, Enc, 4CXN2 ORION, 9D-0.1 FT3, SN Yr 9D & PBB, TT-5 FT, BMI STD,	1	3,613.86	3,613.86
25	BMI Part No.: 108-0400 Cat String: EB-EHD-PXSP-E5-CA-19HD-E6Y2-XXTF-XX-B0A Description: E-Series B-Alloy, 6"x24" RND Std Gskt, , Prsr, Enc, 4CXN2 ORION, 9D-0.1 FT3, SN Yr 9D & PBB, TT-5 FT, BMI STD,	1	3,824.32	3,824.32
26	BMI Part No.: 108-0402 Cat String: EB-EJB-PXSP-E5-CA-19HD-E8Y2-XXTF-XX-B0A Description: E-Series B-Alloy, 8"x20" RND, TP Std Gskt, , Prsr, Enc, 4CXN2 ORION, 9D-0.1 FT3, SN Yr 9D & PBB, TT-5 FT, BMI STD,	1	4,454.68	4,454.68

Notes and Assumptions

If applicable, sales tax and freight, if included on the proposal, is an estimate and will be recalculated based on rates and tax status in effect at the time of invoicing.

To expedite the order entry process, please ensure the following is noted on your purchase order: billing address, shipping address, purchase order number, quantity, price, payment terms, quotation number, and the vendor is listed as Badger Meter, Inc.

Please send all purchase orders to the contact that prepared this quotation for you.

Actual lead time to be provided at time of order.

Badger Meter provides certification files to help manage meter and endpoint inventory and to maintain meter accuracy data. The standard method of delivery for this format is via electronic mail. Any deviations from our standard format, or any custom file formats, will be considered on a time and material basis.

Due to continuous improvements and redesign of Badger Meter products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

Thank you for your business!

Estimated ship dates subject to change based upon component availability, as a result of global supply chain constraints, or credit review.
This acknowledgment is made subject to the terms & conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>.
Terms and conditions related to service units, training, and professional services can be found here: <https://badgermeter.com/service-units-terms-and-conditions>

CITY OF PITTSBURG
TERMS AND CONDITIONS

1. By acknowledging receipt of this Purchase Order (or by shipping the goods or performing the services as called by this Purchase Order), Seller agrees to the terms and conditions of sale contained in this Order. Any additional or different terms and conditions contained in any acknowledgment of this Order by Seller shall be deemed objected to by Buyer without need of further notice of objection and shall be of no effect nor in any manner binding upon Buyer unless accepted by Buyer in writing. This Purchase Order, including terms and conditions herein, may not be modified, except in writing signed by both.
2. Goods that are shipped shall be shipped F.O.B. (freight-on-board) destination unless otherwise specified by Buyer. Whereas specific purchases are negotiated F.O.B. shipping point, the vendor is to prepay shipping charges and add to invoice.
3. Buyer may cancel any deliveries not made as specified, including late deliveries and, at Buyer's option, may return such deliveries to Seller freight collect.
4. All goods shall be received subject to Buyer's right of inspection and rejection. Defective goods or goods not in accordance with Buyer's specifications will be held for Seller's instruction at Seller's risk and, if Seller so directs, will be return at Seller's expense. If inspection discloses that part of the goods received are not in accordance with Buyer's specifications, Buyer shall have the right to cancel any unshipped portion of the order. Payment for goods on this Purchase Order prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that Buyer may have against Seller.
5. All purchases must be delivered to Buyer's receiving location or as otherwise specified by Buyer.
6. It is agreed that goods delivered shall comply with all Federal, State, or local laws relative thereto, and that the vendor shall defend actions or claims brought and save harmless the buyer from loss, cost, or damage by reason of actual or alleged infringement of patents.
7. Materials must be properly packaged and marked with the purchase order number.
8. In case of default of the contractor, the buyer may procure the articles or services from other sources and charge the contractor as liquidated damages any excess cost or damages occasioned thereby.

PAYMENT TERMS:

1. The City of Pittsburg payment terms are 30 days from receipt of invoice.
 2. Cash discount terms should be clearly reflected on the invoice. All invoices for material on which no discount is allowed will be paid 30 days from the date invoice is received.
 3. MAIL INVOICE IN DUPLICATE WITH ORIGINAL, AND ONE COPY OF PREPAID FREIGHT OR EXPRESS BILL TO CITY OF PITTSBURG, ATTENTION: ACCOUNTS PAYABLE, 65 CIVIC AVENUE, PITTSBURG, CA 94565-3814.
- Back of page one



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Maria M. Aliotti - Interim City Manager

SUBJECT: Adoption of a City Council Resolution Accepting Project 2029
– Zone 4 Pavement Management as Complete and
Authorizing the City Engineer to File a Notice of Completion

MEETING DATE: September 15, 2025

EXECUTIVE SUMMARY

Project 2029, Zone 4 Pavement Management (Project) implemented various pavement treatments including overlay, three-layer treatment, cape seal, micro-surfacing, base repair, and crack sealing to rehabilitate local/residential streets. This resolution will accept the construction contract as complete and authorize the City Engineer to file a Notice of Completion.

FISCAL IMPACT

The total anticipated expenditures for the Project including design, staff time, construction, release of retention, and project closeout is \$4,062,000. The total approved budget for the Project was \$4,388,910.

Any unspent Project funds will be returned to the source funds.

An updated CIP Project Sheet is attached to this report.

RECOMMENDATION

City Council adopt the attached Resolution accepting the Project as complete and authorize the City Engineer to execute a Notice of Completion.

BACKGROUND

Advertising for the Project began on February 13, 2025, and construction bids were opened on March 6, 2025.

On April 7, 2025, City Council approved Resolution No. 25-14620, awarding a construction contract to the lowest responsive, responsible bidder, Consolidated Engineering Inc. in the amount of \$3,199,734.48.

On August 22, 2025, the contractor completed construction of the Project.

SUBCOMMITTEE FINDINGS

This item was not presented in a subcommittee meeting.

STAFF ANALYSIS

Project 2029, Zone 4 Pavement Management is part of the City's long-term pavement management plan to maintain and rehabilitate the City's street network. The Project has increased the useful life of local and residential streets, enhanced road safety conditions, and contributed to the goal of raising the City's Pavement Condition Index (PCI) score.

The Project included four contract change orders in the amount of \$687,789.79 for emergency repairs on Hillview Avenue, adding additional paving locations, and striping adjustments to improve safety.

ATTACHMENTS: Resolution
CIP Project Sheet

Report Prepared By: Savon Reese, Associate Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Accepting Project 2029, Zone 4)
Pavement Management as Complete)
And Authorize the City Engineer to File)
A Notice of Completion)

RESOLUTION NO. 25-

WHEREAS, Project 2029, Zone 4 Pavement Management (Project) rehabilitated pavement on various streets in the northwestern quadrant of the City near Willow Pass Road, North Parkside Drive, and Polaris Drive; and

WHEREAS, advertising for the Project began on February 13, 2025 and construction bids were opened on March 6, 2025; and

WHEREAS, on April 7, 2025, City Council approved Resolution No. 25-14620, awarding a construction contract to the lowest responsive, responsible bidder, Consolidated Engineering Inc. in the amount of \$3,199,734.48; and

WHEREAS, on August 22, 2025, the contractor completed the Project; and

WHEREAS, the total anticipated expenditures for the Project including design, construction, and staff costs are \$4,062,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby accepts the Project as complete and authorizes the City Engineer to execute a Notice of Completion and file said document with the Office of the Recorder of the County of Contra Costa, State of California, within 10 days from the date hereof.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of September 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST BY:

Alice E. Evenson, City Clerk

Project Title:

Project #:

Zone 4 Pavement Management

2029



Project Category:	Roadway Infrastructure
Location:	Maintenance Zone 4
Project Manager:	S. Reese
Project Priority:	1A - Essential
Project Status:	Complete
Est. Completion Date:	2025/26

Description/Justification:

The City of Pittsburgh has divided its pavement management plan into 10 zones. The project will use a variety of pavement management techniques such as pavement overlay, reconstruction, micro-surfacing, cape seal, patch paving, base failure repairs, and crack sealing.

Supplemental Information:

CalRecycle grant funding remaining from project 2040 was utilized by this project.

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES		Prior	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	TOTAL
1101	Staff Time		\$ 52,435	\$ 22,566					\$ 75,000
2281	Construction		\$ 3,191,295	\$ 720,737					\$ 3,912,032
2372	Administrative Overhead		\$ 56,213	\$ 18,787					\$ 75,000
TOTAL			\$ 3,243,729	\$ 762,090					\$ 4,062,033
PROJECT FUNDING		Prior	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	TOTAL
110	General Fund	\$ 436,051							\$ 436,051
111	Measure M		\$ 650,000						\$ 650,000
	Measure M Surplus		\$ 500,000						\$ 500,000
203	HUTA		\$ 800,000						\$ 800,000
228	RMRA		\$ 1,900,000						\$ 1,900,000
	CalRecycle		\$ 102,859						\$ 102,859
TOTAL		\$ 436,051	\$ 3,952,859						\$ 4,388,910



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Maria M. Aliotti - Interim City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the City Manager to Accept a Community Grant from the United States Environmental Protection Agency and Enter into a Grant Agreement

MEETING DATE: September 15, 2025

EXECUTIVE SUMMARY

The City was selected for a \$959,752 federal earmark through the House Appropriations Committee and is eligible for receipt of grant funds through the administering party, the United States Environmental Protection Agency (US EPA) under the Safe Drinking Water State Revolving Fund Community Grants Program. The grant-funded project will identify and install alternative power technology to supplement the energy consumption of the City's Water Treatment Plant (WTP) with off-grid, less expensive energy.

FISCAL IMPACT

Due to the nature of the project, the City has applied for \$120,000 to fund project design. This portion of the earmark has been awarded on a reimbursement basis. Once designed, the City will modify its grant agreement with the US EPA to include construction costs up to the total earmarked amount of \$959,752. There is no match requirement for this funding opportunity.

RECOMMENDATION

City Council adopt the Resolution authorizing the City Manager to accept US EPA Safe

Drinking Water State Revolving Fund Community Grant Program funds and enter into a grant agreement.

BACKGROUND

The City of Pittsburg operates a WTP and purveys high quality drinking water to all Pittsburg residents and businesses. In 2024, the City was selected for a \$959,752 federal earmark through the House Appropriations Committee and is eligible for receipt of grant funds administered by the US EPA under the Safe Drinking Water State Revolving Community Grants Program. The program provides a valuable source of federal funding for water infrastructure that complements the resources Congress provided in the 2022 Bipartisan Infrastructure Law and the annual appropriations process. The funding awarded to the City is intended to identify and install alternative off-grid power generation technology to meet the energy demand of the City's WTP.

SUBCOMMITTEE FINDINGS

This item was introduced at the April 18, 2024 Finance Management Subcommittee in the monthly grants update.

STAFF ANALYSIS

The objective of this project is to identify and install alternative power technology, and investigate the establishment of Pittsburg Power service at the WTP to supplement the energy consumption of the WTP with off-grid, less expensive energy. The WTP currently draws over 4 million kilowatts of electricity from the regional energy provider, Pacific Gas and Electric Company, resulting in over \$1 million in energy costs each year, which are passed on to residents. By reducing energy costs at the WTP, the City can pass those savings on to the residents, who can use them for other necessary living costs.

In addition to relieving the cost to Pittsburg's rate payers, this project is a first step in the WTP's plan to build resilience to the challenges posed by the existing energy provider's inefficiencies and public safety power shutoff events, and diversifying the WTP's energy sources to include either on-site generation or other technologies.

Attachments: Resolution
 Grant Agreement

Report Prepared By: Sara Bellafronte, Assistant to the City Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Accept a)
Community Grant from the United States)
Environmental Protection Agency and Enter)
Into a Grant Agreement)

RESOLUTION NO. 25-

WHEREAS, the City of Pittsburg operates a Water Treatment Plant (WTP) and purveys high quality drinking water to all Pittsburg residents and businesses; and

WHEREAS, the WTP currently draws over 4 million kilowatts of electricity from the regional energy provider, Pacific Gas and Electric company, resulting in over \$1 million in energy costs each year, which are passed on to residents; and

WHEREAS, in 2024, the City was selected for a \$959,752 federal earmark through the House Appropriations Committee and is eligible for receipt of grant funds administered by the United States Environmental Protection Agency under the Safe Drinking Water State Revolving Fund Community Grants Program; and

WHEREAS, the funding awarded to the City is intended to identify and install alternative off-grid power generation technology to meet the energy demand of the City's WTP, pass on any energy cost savings to the ratepayers, and diversify the WTP's energy sources to include either on-site generation or other technologies.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to accept US EPA Safe Drinking Water State Revolving Fund Community Grants Program funds and enter into a grant agreement.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of September 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT

Jelani Killings, Mayor

ATTEST BY:

Alice E. Evenson, City Clerk

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement		GRANT NUMBER (FAIN): 97T37401 MODIFICATION NUMBER: 0 PROGRAM CODE: CG	DATE OF AWARD 08/04/2025	
			TYPE OF ACTION New		MAILING DATE 08/07/2025
			PAYMENT METHOD: Reimbursement		ACH# 90813
			RECIPIENT TYPE: Municipal		Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov
RECIPIENT: CITY OF PITTSBURG 65 CIVIC AVE PITTSBURG, CA 94565-3814 EIN: 94-6000395			PAYEE: CITY OF PITTSBURG 65 CIVIC AVE PITTSBURG, CA 94565-3814		
PROJECT MANAGER John Samuelson 65 Civic Avenue Pittsburg, CA 94565 Email: jsamuelson@pittsburgca.gov Phone: 925-252-4271		EPA PROJECT OFFICER Samuel Niederberger 75 Hawthorne Street, WTR-3-4 San Francisco, CA 94105 Email: Niederberger.Sam@epa.gov Phone: 213-244-1934		EPA GRANT SPECIALIST Susan Chiu Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105 Email: fernandez.darlene@epa.gov Phone: 415-972-3664	
PROJECT TITLE AND DESCRIPTION Community Grants Program - Water Treatment Plant Energy Project See Attachment 1 for project description.					
BUDGET PERIOD 10/01/2025 - 03/31/2027	PROJECT PERIOD 10/01/2025 - 03/31/2027	TOTAL BUDGET PERIOD COST \$ 120,000.00	TOTAL PROJECT PERIOD COST \$ 120,000.00		
NOTICE OF AWARD Based on your Application dated 04/24/2025 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 120,000.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 120,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE			
ORGANIZATION / ADDRESS U.S. EPA, Region 9, U.S. EPA, Region 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105		ORGANIZATION / ADDRESS U.S. EPA, Region 9, Water Division, WTR-1 R9 - Region 9 75 Hawthorne Street San Francisco, CA 94105			
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official Ellen Blake - Acting Grants Management Officer				DATE 08/04/2025	

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 120,000	\$ 120,000
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 120,000	\$ 120,000

Assistance Program	Statutory Authority	Regulatory Authority
66.202 - Congressionally Mandated Projects	2024 Consolidated Appropriations Act (PL118-42)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2509W34047	24	E5	0924C4H	000B80	4192	-	-	\$ 120,000
									\$ 120,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 7,000
2. Fringe Benefits	\$ 3,000
3. Travel	\$ 0
4. Equipment	\$ 0
5. Supplies	\$ 0
6. Contractual	\$ 110,000
7. Construction	\$ 0
8. Other	\$ 0
9. Total Direct Charges	\$ 120,000
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 120,000
12. Total Approved Assistance Amount	\$ 120,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 120,000
15. Total EPA Amount Awarded To Date	\$ 120,000

Attachment 1 - Project Description

This agreement provides funding to City of Pittsburgh to implement its project to implement The Water Treatment Plant Energy Improvement Project as directed in the 2024 Consolidated Appropriations Act. The funds will not be used for construction activities.

This agreement provides full federal funding in the amount of \$120,000. The cost share requirement is waived by EPA per memo dated 2/7/2025. Refer to Terms and Conditions. The activities to be performed include the execution and implementation of a Water Treatment Plant Energy Improvement Project. Workplan activities consist of: 1) planning and design activities necessary to complete a 100% design package, environmental reviews and documentation, interconnect agreements, and otherwise prepare for construction activities and required compliance. 2) Manage the project activities and implement controls to assure that the project is executed according to the agreed-upon scope, schedule, and budget, and that all mandated procedures, including reporting, are followed.

The anticipated deliverables include . . . RFP, executed agreement with consultant for design, 100% design plans and specifications, PG&E interconnect agreement request (and executed agreement if amenable), Any required environmental review, Quarterly and annual progress reports. The expected outcomes include . . . Technology Selected for deployment at WTP, PPC Allowed to purvey power at WTP in Pittsburgh, Environmental Approvals. The intended beneficiaries include . . . The City of Pittsburgh to move the project into phase II, which will pass the final benefits onto the residents of Pittsburgh in the form of savings, and energy reliability.

No subawards are included in this assistance agreement.

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-later>

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Federal Financial Reporting (FFR)

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **September 30** of each calendar year to the EPA Finance Center in Research Triangle Park, NC. The annual FFR will be submitted electronically to rtpfc-grants@epa.gov no later than **December 30** of the same calendar year. Find additional information at <https://www.epa.gov/financial/grants>. (Per 2 CFR § 200.344(b), the recipient must submit the Final FFR to rtpfc-grants@epa.gov within 120 days after the end of the project period.)

B. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR § 200.319. In accordance with 2 CFR § 200.324, the recipient and subawardee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications. ***State and Tribal government entities must follow procurement standards as outlined in 2 CFR § 200.317.***

C. Indirect Costs

The Cost Principles under 2 CFR Part 200, Subpart E apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

D. Prior Approval of Payments for EPA Community Grants

Payment Requests are to be completed on Standard Form 270, "Request for Advance or Reimbursement" and submitted to the EPA Grants Branch with a copy to the EPA Project Officer. This form and instructions for completing it can be found at <https://www.epa.gov/grants/epa-grantee-forms>. The requests will report cumulative expenditures both (federal and non-federal) incurred under the grant. EPA will approve payments for allowable expenditures at the ratio shown in the latest Agreement.

Under this payment mechanism, the recipient submits for EPA approval the Standard Form 270 along with supporting cost documentation via email to GrantsRegion9@epa.gov, the EPA Project Officer, and the EPA Grants Specialist listed on this award document. Attachments must be submitted in pdf or other acceptable software format (e.g., DocuSign) and the Standard Form 270 must be electronically or

digitally signed by your organization's authorized representative or their designee in accordance with EPA's Recipient/Applicant Information Notice (RAIN), [Establishment of Standards for Submission of Administrative and Financial Assistance Agreement Forms/Documents with Electronic or Digital Signatures by Email](#). Documentation to support costs claimed for reimbursement include copies of bills (vouchers, invoices, etc.), along with a description of services rendered, time spent, and charges. The table below provides examples of acceptable documentation.

When transmitting documents to EPA, the recipient must take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of sensitive information (2 CFR § 200.303(e)). Also, as a reminder, please refer to the Grant-Specific Programmatic Terms and Conditions of this award for additional information regarding procurement documentation submission requirements.

After review and written notification of EPA's approval, the recipient will request funds via the U.S. Treasury's Automated Standard Application for Payment (ASAP) system for **100%** of the total allowable expenditures shown on the Standard Form 270 (i.e., the Federal share) for the period covered by the request. Payment for costs approved by EPA and authorized for drawdown by the recipient via the ASAP System will be credited to the recipient's designated financial institution (See Financial Information in the [EPA General Terms and Conditions](#) applicable to this award). Any questioned or disallowed costs will be detailed in writing by EPA's Grants Management Officer.

SUPPORTING DOCUMENTATION BY BUDGET CATEGORY	
BUDGET CATEGORY	ACCEPTABLE DOCUMENTATION
1. PERSONNEL-- (For both EPA-funded and non-EPA funded employees whose services will count towards the recipient's cost share) Records must: - meet the requirements in 2 CFR § 200.430(g) for producing accurate information regarding actual hours an employee worked performing the EPA agreement.- reflect 100% of actual hours worked daily and the projects, programs or activities worked, not estimated amounts or percentages. They must also reflect non-working hours used during the pay period. - be certified by an appropriate recipient manager indicating that the hours shown as worked in support of the EPA assistance agreement were actually spent on activities approved and eligible under the agreement for which the costs are claimed- contain names of employees charging time to the agreement, with explicit indication of number of hours charged, the hourly rate, and the total amount thereof charged.	
1a. Working Hours	- copies of time sheets or equivalent personnel activity reports

1b. Non-Working Hours-- (e.g., sick leave, annual leave, holiday pay, etc.) being charged to the agreement if not covered by a leave rate or included in fringe benefits.	- a schedule or report showing the non-working hour cost calculations and amounts claimed, including the applicable accruals and distribution methodologies for the periods used in the calculations.
2. FRINGE BENEFITS-- if applicable, approved fringe rate or actual costs per employee.	- a schedule or report showing the fringe benefit cost calculations per employee, per pay period being claimed for payment and charged to the assistance agreement. Individual items included in approved fringe benefit rates must be identified.
3. INDIRECT COSTS-- Either an approved indirect cost rate agreement covering the period for the indirect costs being claimed, or otherwise approved to use the 15% de minimis rate. See the General Terms and Conditions for additional information.	- a schedule or report showing the indirect costs calculations and amounts claimed and charged to the assistance agreement, including the applicable rates and cost basis for the periods used in the calculations.
4. TRAVEL-- Note: First class/business class travel costs are not allowable.	- listing of trips taken, trip dates, location, purpose, and actual costs incurred.- copy of signed and dated authorization documents for each trip. - written certification by employee's supervisor or other authorized official that the trip took place.- copy of signed and dated travel vouchers showing actual expenditures
5. EQUIPMENT-- Records must show equipment items, quantity, unit cost, and total amount consistent with the PO and RFP.	- copy of procurement requests- copy of vendor invoices- quotes or bid announcements as required
6. SUPPLIES	- invoices showing supply items, quantity, unit cost, and total amount consistent with the Purchase Order.- copy of procurement requests- copy of vendor invoices- quotes or bid announcements as required
7. CONTRACTUAL-- The contract agreement must include all applicable clauses stipulated at 2 CFR § 200.327 and Appendix II. NOTE: Per the grant-specific Programmatic Terms and Conditions of the award, all contracts should have already been reviewed and approved by the EPA project officer. Contracts for Architectural and Engineering services are included in this category. The costs for consultant compensation that are charged to the EPA assistance agreement (including cost shares) must not exceed the consultant cap (Level IV of the Executive Schedule) as	- documents showing quotes or bid announcements as required.- evidence of the selection decision and a cost and price analysis- copy of contractor invoices

described at 2 CFR § 1500.10	
8. CONSTRUCTION -- This category includes contracts for general construction and other contractor costs for activities described in EPA's DBE Rule at 40 CFR § 33.103	- documents showing quotes or bid announcements as applicable.- evidence of the selection decision and a cost and price analysis- copy of contractor and vendor invoices
9. OTHER -- If subaward costs are being claimed, a copy of the executed subaward agreement must be provided. The subaward agreement must comply with the requirements of the subaward term and condition of the EPA award and 2 CFR §§ 200.331 and 200.332 .	- invoices showing items, quantity, unit cost, and total amount. <i>As applicable, ensure there are:-</i> copies of procurement requests- copy of vendor invoices- quotes or bid announcements as required- documentation of participant support cost payments approved in the budget- cost Calculations/Allocations of shared costs like rent, utilities, etc.

Programmatic Conditions

A.] Performance Reporting ([2 CFR 200.329](#))

The recipient agrees to submit quarterly performance reports electronically to the EPA Project Officer due no later than 30 calendar days after the end of each federal fiscal quarter (January 30, April 30, July 30, and October 30). The final performance report must be submitted no later than 120 calendar days after the period of performance.

Performance reports must relate financial data and project or program accomplishments to performance goals and objectives and include brief information on each of the following areas, as applicable: 1) a comparison of accomplishments to the outputs/outcomes established in the assistance agreement workplan for the reporting period; 2) explanations on why established outputs/outcomes were not met; and 3) additional information, analysis, and explanation of cost overruns or higher-than-expected unit costs. The recipient agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan.

B.] Project changes ([2 CFR 200.308](#))

Consistent with 2 CFR 200.308, the recipient must request prior written approval from EPA for the following program and budget-related reasons, including: changes which alter the project performance standards; changes in the scope or objectives of the project (even if there is no associated budget revision requiring prior written approval) or substantially altering the design of the project; changes in key personnel (including employees and contractors) that are identified by name or position in the Federal award; the disengagement from a project for more than three months, or a 25% reduction in time and effort devoted to the Federal award over the course of the period of performance, by the approved project director or principal investigator; the inclusion, unless waived by the EPA, of costs that require prior approval in accordance with subpart E to 2 CFR Part 200 as applicable; the transfer funds between construction and non-construction budget categories; significantly delaying or accelerating the project schedule; or substantially altering the facilities plan, design drawings and specifications, or the location, size, capacity, or quality of any major part of the project. Note, depending on the type of change, the Agency Award Official or Grant Management Officer may need to make the final determination.

C.] Right of Access ([2 CFR 200.337](#))

EPA will have access to all records which are pertinent to the assistance agreement (including fiscal, procurement, and engineering data and files), and EPA may conduct site visits and inspections related to progress of the assistance agreement workplan activities.

Procurement Document Submission

(1) With the exception of projects that qualify for the procurement flexibilities in the FY 2024 Consolidated Appropriations Act (P.L. 118-42) discussed below in term and condition D. Procurement, the recipient shall submit a copy of all proposed and/or executed contracts for services (including professional and construction), supplies, and equipment over \$250,000 to the EPA Project Officer for review. The submittal of the proposed and/or executed contracts must include procurement records.

(a) Recipient agrees to submit plans and specifications, requests for proposals, invitations for bids,

scopes of work, and/or plans and specifications to the EPA Project Officer for review prior to advertising for bids, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun. Recipient will also submit any addenda to these documents to the EPA Project Officer for review prior to the opening of bids, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun.

(b) Recipient agrees to submit to the EPA Project Officer, within ten calendar days after a bid opening, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun, the bid package of the lowest responsive, responsible bidder for review prior to the award of a contract, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun. The bid package will include a bid tabulation, a copy of the proof of advertising, the bid bond of the low bidder, the Minority Business Enterprise(MBE) / Women's Business Enterprise (WBE) proposed utilization by the low bidder with a statement from Recipient that the efforts taken by the low bidder meet the statutory/regulatory requirements, and the recommendation to award a contract to the low bidder.

(c) Recipient agrees to submit to the EPA Project Officer for review any proposed and/or executed contract for services, such as architectural/engineering or grant management or construction, prior to signing each contract, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun, as well as any change orders executed after the award of the contract. A description of the process used to procure those services will also be submitted. To be accepted as allowable project costs, such procurements/contracts must comply with all statutory and regulatory requirements, including [40 U.S.C. 1101 et seq. \(the Brooks Act\)](#) or an equivalent State qualifications-based procurement requirement, as applicable; [2 CFR Part 200](#); [2 CFR Part 1500](#); and/or [40 CFR Part 33](#).

(2) Recipients that qualify for the procurement flexibilities discussed below in term and condition D. Procurement, must provide to the EPA upon request solicitation documents (e.g., Request for Proposals or Request for Qualifications), contracts, and/or any other pertinent documents relating to the process used to enter the contract.

(3) All recipients, to include those that qualify for the procurement flexibilities in the FY 2024 Consolidated Appropriations Act (P.L. 118-42) discussed below in term and condition D. Procurement must comply with the requirements in the Davis-Bacon Act, American Iron and Steel (AIS), and Build America, Buy America (BABA) in any procurements and resulting contracts as applicable. These requirements include incorporating the appropriate prevailing wage determinations and AIS/BABA in the solicitation documents.

D.] Procurement

The FY 2024 Consolidated Appropriations Act (P.L. 118-42), which was signed into law on March 9, 2024, states:

Provided further, That the funds made available under this heading for Community Project Funding/Congressionally Directed Spending grants in this or prior appropriations Acts are not subject to compliance with Federal procurement requirements for competition and methods of procurement applicable to Federal financial assistance, if a Community Project Funding/Congressionally Directed

Spending recipient has procured services or products through contracts entered into prior to the date of enactment of this legislation that complied with state and/or local laws governing competition.

(a) Recipients with projects identified in the FY 2024 or prior (i.e., FY 2022 and FY 2023) Appropriations Acts are not subject to compliance with Federal procurement requirements for competition and methods of procurement applicable to Federal financial assistance if the recipient has:

- procured services or products through contracts entered into prior to March 9, 2024; and
- complied with state and/or local laws governing competition (including laws/policies relating to participation by disadvantaged business enterprises or equivalent, as applicable, and method of procurement).

The recipient must provide a written statement to the EPA Project Officer affirming any contracts entered into prior to March 9, 2024, complied with state and/or local laws governing competition (including laws/policies relating to participation by disadvantaged business enterprises or equivalent as applicable, and method of procurement). The statement must also include the date the contracts were entered into. The contract will be considered covered by the provision upon receipt of written confirmation from EPA.

The recipient must retain documentation (e.g., solicitation documents, procurement certifications from state and/or local officials) demonstrating compliance of such contracts with state and/or local laws governing competition, including such laws relating to participation by disadvantaged business enterprises or equivalent as applicable.

(a)(1) Contract Amendments after March 9, 2024, and FY 2024 Procurement Flexibility

Recipients with projects identified in the FY 2024 or prior (i.e., FY 2022 and FY 2023) Appropriations Acts may not be subject to compliance with Federal procurement requirements for competition and methods of procurement applicable to Federal financial assistance (with the exception noted below in paragraph (a)(2) for contract modifications over the Simplified Acquisition Threshold in effect at the time of award) for contract amendments that occur after March 9, 2024, if the recipient has:

- (i) procured services or products through contracts entered into prior to March 9, 2024;
- (ii) entered into said contracts in compliance with state and/or local laws governing competition (including laws/policies relating to participation by disadvantaged business enterprises or equivalent, as applicable, and method of procurement); and
- (iii) complied with state and/or local laws relating to contract amendments as applicable.

The recipient must provide a written statement to the EPA Project Officer affirming any contracts entered into prior to March 9, 2024, and contract amendments after that date, complied with state and/or local laws governing competition (including laws/policies relating to participation by disadvantaged business enterprises or equivalent as applicable, and method of procurement). The statement must also include the date the contracts and contract amendments were entered into. The contracts and contract amendments will be considered covered by the provision upon receipt of written confirmation from EPA.

The recipient must retain documentation (e.g., solicitation documents, procurement certifications from state and/or local officials) demonstrating compliance of such contracts and amendments with state

and/or local laws governing competition, including such laws relating to participation by disadvantaged business enterprises or equivalent as applicable.

(2) Consistent with 2 CFR 200.324, the recipient further agrees that for all contract modifications/amendments in excess of the Simplified Acquisition Threshold in effect at the time of award, the recipient will perform a cost or price analysis.

(b) All other recipients who do not qualify for the procurement flexibilities discussed in section (a) must procure all services (professional, construction, etc.), supplies, and equipment awarded under this grant in accordance with all applicable federal requirements, including: [40 U.S.C. 1101 et seq. \(the Brooks Act\)](#) or an equivalent State qualifications-based procurement requirement, as applicable; [2 CFR Part 200](#); [2 CFR Part 1500](#); and/or [40 CFR Part 33](#). This includes all services (professional, construction, etc.), supplies, and equipment for which costs are approved as preaward costs.

(c) Recipient must comply with the procurement processes for architectural and engineering (A/E) services as described in [40 U.S.C. 1101 et seq.](#), or an equivalent State qualifications-based requirement.

Where equivalent State qualifications-based requirements are complied with, the source of the requirement (e.g., existing State legislation or regulation, etc.) must be stated, and a certification from the Governor of the State that the State's A/E procurement requirements are equivalent to [40 U.S.C. 1101 et seq.](#) must accompany the grant application. In lieu of a certification from the Governor, the Attorney General's certification submitted with each grant application may include this certification. The requirements of [40 U.S.C. 1101 et seq.](#) include:

- Public announcement of the solicitation (e.g., public announcement of a Request for Qualifications);
- Evaluation and ranking of the submitted qualifications statements based on established, publicly available criteria (e.g., criteria identified in the solicitation);
 - Evaluation criteria should be based on demonstrated competence and qualifications for the type of professional services required (e.g., past performance, specialized experience, and technical competence in the type of work required);
- Discussion with at least three firms to consider anticipated concepts and compare alternative methods for furnishing services;
- Selection of at least three firms considered to be the most highly qualified to provide the services required; and
- Contract negotiation with the most highly qualified firm to determine compensation that is fair and reasonable based on a clear understanding of the project scope, complexity, professional nature, and the estimated value of the services to be rendered;
 - In the event that the recipient is unable to negotiate a satisfactory contract with the firm, the recipient shall formally terminate negotiations and then undertake negotiations with the next most qualified of the selected firms, continuing the process until an agreement is reached. If the recipient is unable to negotiate a satisfactory contract with any of the selected firms, the agency head shall select additional firms in order of their competence and qualification and continue negotiations in accordance with this section until an agreement is reached.

In the event that the State has no existing equivalent qualifications-based requirement for procurement,

the federal requirements in [40 U.S.C. 1101 et seq.](#) apply.

(d) All recipients, to include those that qualify for the procurement flexibilities discussed in section (a), must comply with the requirements in the Davis-Bacon Act, American Iron and Steel (AIS), and Build America, Buy America (BABA) in any procurements and resulting contracts as applicable. These requirements include incorporating the appropriate prevailing wage determinations and AIS/BABA in the solicitation documents.

E.] Cybersecurity Grant Condition for Other Recipients

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient or subrecipient under 2 CFR 200.332(e), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

F.] Signage

The FY 2022 Consolidated Appropriations Act (Pub. Law 117-103), FY 2023 Consolidated Appropriations Act (Pub. Law 117- 328), and FY 2024 Consolidated Appropriations Act (Pub. Law 118-42) provide that those federal requirements that would apply to a Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF) project grant recipient shall apply to a grantee receiving a Community Grant. Consequently, these Appropriations Acts extend Signage requirements applicable to SRF projects to Community Grants. The recipient agrees to comply with the SRF Signage Guidelines in order to enhance public awareness of EPA assistance agreements nationwide.

Basic Requirements

Recipients should note that they have the option of selecting different implementation options depending on the location, project type, and available resources. The costs of compliance with the signage requirements are allowable under the grant, provided the costs are reasonable. Recipients must ensure limited English proficient individuals have meaningful access to activities receiving EPA funds, consistent with Executive Order 13166 and EPA Order 1000.32. In this regard, to increase public awareness of projects serving communities where English is not the predominant language, EPA encourages recipients to translate the language used (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable under the grant, provided the costs are reasonable.

Summary of Options

The SRF Signage Guidelines present a number of options which communities can explore to implement EPA's signage policy. The option selected should meet all of the Basic Requirements above while remaining cost-effective and accessible to a broad audience. The following strategies are acceptable options for communities to follow:

Standard Signage

- Posters or wall signage in a public building or location
- Newspaper or periodical advertisement for project construction, groundbreaking ceremony, or operation of the new or improved facility
- Online signage placed on community website or social media outlet
- Press release

Each of these options is described in more detail in the sections below.

Implementation Option: Standard Signage

EPA recommends that large projects that involve significant expansion or construction of a new facility elect to publicize through standard signage. This option should be selected for projects where the sign would be near a major road or thoroughfare or where the facility is in a location at which this would effectively publicize the upgrades. Some facilities will not find this an appropriate or cost-effective solution. For example, investing in a large road sign for a facility that is located in a rural area or where access is limited to a smaller service road would likely not be an optimal solution.

Signs can also be located away from the project site if there is another reasonable alternative. For example, a community may elect to place a sign advertising the project near a body of water that receives discharge from a particular facility.

Recipients selecting projects that will implement this requirement through use of a traditional sign should ensure the following are included:

- The name of the facility, project, and community

- Project cost (total grant award amount, i.e., federal share plus recipient contribution)
- The EPA and Recipient logos (EPA logo may only be used on a sign)

If the EPA logo is displayed along with logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from the EPA Office of Public Affairs (OPA), the EPA logo is the identifier for assistance agreement projects. Recipients are responsible to comply with the sign specifications provided by the OPA, available at <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. To obtain the appropriate EPA logo graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication; contact information can be found at <https://www.epa.gov/aboutepa/using-epa-seal-and-logo#download>.

Implementation Option: Posters, Brochures, and/or Pamphlets

Smaller projects, projects located in rural areas, and other efforts may find that it is more cost-effective and practical to advertise efforts through creation of a poster or smaller sign. If the project involves nonpoint source or green infrastructure components, those can be described at the discretion of the recipient.

The poster or brochure and acknowledgement should be visible, as well as a website or other source of information for individuals that may be curious about the Community Grants program. The recipient may also implement this option as a short pamphlet that is placed in one of the locations noted below for community members to read.

Posters, brochures, and/or pamphlets should be placed in a public location that is accessible to a wide audience of community members. This can include, but is not limited to:

- Town or City Hall
- Community Center
- Locally owned or operated park or recreational facility
- Public Library
- County/municipal government facilities
- Court house or other public meeting space

Given the low cost for producing multiple copies of the same poster, brochure, and/or pamphlet, communities can explore options for displaying these posters in several locations simultaneously. This would achieve the overall objective of reaching a broad audience and publicizing the project.

Projects that will implement this requirement through use of posters, brochures, and/or pamphlets should ensure the following are included:

- Name of facility, project, and community
- Project is wholly or partially funded with EPA funding
- Brief description of project
- Brief description of the water quality benefits the project will achieve

Implementation Option: Newsletters, Periodicals, and/or Press Releases

For communities where there is no suitable public space or where advertisement through signage is unlikely to reach community members effectively, projects can be advertised in a community newsletter or similar periodical. States can use guidelines from their standard public notice practices. For new construction, if a groundbreaking ceremony is to be held, an announcement could publicize or accompany publicity for this event.

In some cases, it may be appropriate for the recipient to issue a formal press release announcing construction of a new facility. Distributing a single prepared statement concisely summarizing the project purpose and the joint funding from EPA and community resources can reach a wide audience as the statement goes through multiple news outlets.

If the recipient decides on a public and/or media event to publicize the accomplishment of significant events related to the project as a result of EPA support, the recipient must provide EPA with at least ten working days' notice of the event and the opportunity to attend and participate in the event.

Recipients that will implement this requirement through use of a newsletter, periodical, or press release should ensure the following are included:

- Name of facility, project, and community
- Project is wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Inserts and/or Pamphlets in Water/Sewer Bills

Utilities can consider including a single-page insert within water and sewer bills that are mailed to residents and users in the affected community. This approach would effectively publicize the project to those individuals directly benefitting from the project. The flyer or insert could emphasize the environmental and public health benefits to the community.

Recipients that will implement this requirement through use of inserts and/or pamphlets in water/sewer bills should ensure the following are included:

- Name of facility, project, and community
- Project is wholly or partially funded with EPA funding

- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Online and/or Social Media Publicity

Many communities are increasingly finding that the internet is the most cost-effective approach to publicizing their projects and reaching a broad audience of stakeholders. Online “signage” should follow the minimum information guidelines above and may appear on the town, community, and/or facility website if available. In some cases, communities may be active on social media sites such as Facebook or X, formally known as Twitter. These can be used as an opportunity for publicizing projects and information about how EPA funds are being used in the community.

These online announcements/notices may be appropriate for settings where physical signage would not be visible to a wide audience. They can be a more cost-effective option than traditional signs or publicity in print media outlets. This option may be most useful where the community's website is a well-recognized source of information for its residents.

In the case of some projects, such as nonpoint source, there might be additional opportunities for online publicity through partner agencies or organizations. This could take place either on the organization's website or through other social media outlets.

Projects that will implement this requirement through use of online and/or social media publicity should ensure the following are included:

- Name of facility, project, and community
- Project was wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Suggested Language for Alternate Options

For any of the alternate implementation options listed above, recipients have discretion to structure their signage as they see appropriate. The language below is offered as an option for use in posters, pamphlets, brochures, press releases, and/or online materials. Communities may consider using the following:

“Construction of upgrades and improvements to the [Name of Facility, Project Location, or WWTP] were financed by the grant funding administered by the U.S. Environmental Protection Agency (EPA). EPA's Community Grant Program. This project will (description of project) and will provide water quality benefits [details specifying particular benefits] for community residents and businesses in and near (name of town, city, and/or water body or watershed to benefit from project.)

For projects in certain areas, recipients should consider whether it is appropriate to include additional details about the project. Specific benefits, such as reduction of CSO events, lessening of nutrient pollution, reducing contaminant levels or water pumping costs, or improvements to a particular water

body, may be of interest to community residents. In these cases, including additional detail would further serve to showcase positive efforts financed by EPA. Additionally, recipients may elect to detail improvements in energy efficiency or water conservation achieved by project upgrades. If the project includes green infrastructure components such as rain gardens and green roofs that have environmental and aesthetic benefits to the community, these can be described briefly as well. Again, this additional information can be included at the discretion of the recipient when it is appropriate, given the project type, location, and the type of signage or publicity effort selected.

G.] Public or Media Events

The recipient will notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to the project as a result of EPA support and provide the opportunity for attendance and participation by federal representatives with at least ten working days notice.

H.] Federal Cross-cutting Requirements/Other Applicable Federal Laws

Recipient must comply with federal cross-cutting requirements as well as other applicable federal laws as provided in EPA's [Community Grants Program Final Implementation Guidance](#). For additional information on cross-cutting requirements, as well as applicability for recipients and subrecipients, visit <https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements>.

I.] American Iron and Steel (AIS)

AIS requirements apply to State Revolving Fund assistance agreements signed on or after January 17, 2014, including all treatment works projects funded by a CWSRF assistance agreement and all public water system projects funded by a DWSRF assistance agreement. Based on the directive Congressional language in the FY 2022, FY 2023, and FY 2024 Consolidated Appropriations Acts' (i.e., "Applicable Federal requirements that would apply to a Clean Water State Revolving Fund or Drinking Water State Revolving Fund project grant recipient shall apply to a grantee receiving a CPF grant under this section"), AIS requirements apply to this award agreement.

(a) Definitions. As used in this award term and condition—

(1) "iron and steel products" mean the following products made primarily of iron or steel, where "primarily" means 50% or greater iron/steel, measured by materials costs: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and ferrous construction materials.

(2) "steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Domestic preference.

(1) This award term and condition requires that all iron and steel products used for a project for the construction, alteration, maintenance or repair of a public water system or treatment work are produced in the United States except as provided in paragraph (b)(2) of this section and condition. "Produced in

the United States means all manufacturing processes, beginning with initial melting, must occur in the United States.

(2) This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency finds that—

- (i) applying the requirement would be inconsistent with the public interest;
- (ii) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (iii) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(3) The Build America, Buy America (BABA) Act requirements do not supersede the AIS requirements, and both provisions still apply and work in conjunction. Compliance with AIS requirements meets the BABA requirements for iron and steel.

(c) Request for a Waiver under (b)(2) of this section.

(1) Any recipient request to use foreign iron or steel products in accordance with paragraph

(b)(2) of this section shall include adequate information for federal Government evaluation of the request, including—

- (i) A description of the foreign and domestic iron and/or steel, ;
- (ii) Unit of measure;
- (iii) Quantity;
- (iv) Cost;
- (v) Time of delivery or availability;
- (vi) Location of the project;
- (vii) Name and address of the proposed supplier; and
- (viii) A detailed justification of the reason for use of foreign iron or steel products cited in accordance with paragraph (b)(2) of this section.

(2) If the Administrator receives a request for a waiver under this section, the waiver request shall be made available to the public for at least 15 days prior to making a finding based on the request.

(3) Unless the Administrator issues a waiver of this term, use of foreign iron and steel products is noncompliant with Section 608 of the Clean Water Act and Section 1452(a)(4) of the Safe Drinking Water Act.

(d) This term and condition shall be applied in a manner consistent with United States obligations under international agreements.

J.] Build America, Buy America Act (BABA)

This term and condition supplements the “Build America, Buy America” term and condition included in EPA's [General Terms and Conditions](#).

(a) Definitions.

As used in this award term and condition —

(1) “Build America, Buy America Preference” means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

(2) “Infrastructure” encompasses public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

(3) “Infrastructure Project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project.

(b) Domestic Preference.

This term and condition implements the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, including Build America, Buy America Act, Pub. L. No. 117-58, §§70901-52. None of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and

(3) all construction materials are manufactured in the United States. All manufacturing processes for the construction material occurred in the United States. Construction materials includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- fiber optic cable (including drop cable);
- optical fiber;
- glass (including optic glass);
- lumber;
- drywall; and
- engineered wood.

(4) The Build America, Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

(c) Waiver Request.

(1) When necessary, recipients may apply for a waiver from these requirements.

(2) A request to waive the application of the domestic content procurement preference must be in writing and submitted following the waiver instructions at <https://www.epa.gov/cwsrf/build-america-buy-america-baba>.

(3) Waiver requests are subject to public comment for at least 15 days prior to making a finding based on the request.

(4) Waiver requests are subject to review by the Office of Management and Budget's Made in America Office.

(5) There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.epa.gov/cwsrf/build-america-buy-america-baba-approved-waivers>.

(6) The U.S. Environmental Protection Agency may grant a waiver based upon one of the exceptions as

established in Section 70914(b) of the Infrastructure Investment and Jobs Act and further described in the Office of Management and Budget Memorandum M-24-02-.

(7) Any recipient waiver request to use foreign iron, steel, manufactured products, and/or construction materials in an infrastructure project shall include adequate information for the Federal Government evaluation of the request, including—

- i. The Federal Award Identification Number (FAIN);
- ii. Location and description of the project;
- iii. Total cost of infrastructure expenditures, including federal and non-federal funds;
- iv. List of iron or steel item(s), manufactured products, and construction material(s) proposed to be excepted from Buy America requirements, including name, cost, country(ies) of origin (if known), relevant Product Services Code (PSC) and North American Industry Classification System (NAICS) code for each, unit of measure, quantity, time of delivery or availability, and name and address of the proposed supplier;
- v. Project schedule including earliest targeted installation dates of items requested to be waived;
- vi. A detailed justification of the reason for use of foreign iron, steel, manufactured products, and/or construction materials;
- vii. Recipient's Unique Entity Identifier (UEI);
- vii. Anticipated impact if no waiver is issued; and
- viii. A certification that the federal official or assistance recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.

(8) Unless a waiver applies, use of foreign iron, steel, manufactured products, and/or construction materials that are consumed in, incorporated into, or affixed to an infrastructure project is noncompliant with this term and condition pursuant to the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, including Build America, Buy America Act, Pub. L. No. 117-58 §§70901-52.

(d) Waiver Evidence Submission.

(1) The recipient must maintain documentation of any use of materials which are considered de minimis and are covered by an [existing waiver](#) (e.g. miscellaneous, generally low-cost products that are essential for construction and are incorporated into the physical structure of the project) with grant project files for a period of three years from the date of submission of the final expenditure report, in accordance with [2 CFR 200.334](#).

(2) If the recipient seeks coverage under an existing general applicability [BABA waiver](#), the recipient agrees to submit available evidence to the EPA Project Officer to support such a determination as identified in the BABA waiver. The recipient shall maintain this evidence with grant project files for a period of three years from the date of submission of the final expenditure report, in accordance with [2](#)

[CFR 200.334.](#)**K.] Environmental Review**

The EPA is initially awarding \$120,000 in funds for activities listed in paragraphs 40 C.F.R. 6.204(a)(2)(i)-(x) (e.g., planning, architectural, engineering, and pre-design work). No environmental documentation is required, and the recipient may only draw down funds for activities listed in paragraphs 40 C.F.R. 6.204(a)(2)(i)-(x). Recipient shall not draw down the EPA funds or make any expenditures to meet a cost share obligation, for construction-related activities such as destruction, excavation, modification of existing structures, ground-disturbing work including rehabilitation and replacement activities, modifying, removing or demolishing structures, or other improvements to real property.

The EPA will not award additional funds for activities not listed in 40 C.F.R. 6.204(a)(2)(i)-(x) (noted above) until the EPA has complied with the National Environmental Policy Act (NEPA), 42 U.S.C. § 4321 et seq., and EPA implementing regulations at 40 CFR Part 6. Recipients must also comply with Federal cross-cutting environmental authorities as well as other applicable Federal laws. In order for the EPA to carry out its environmental review obligations under NEPA and other Federal cross-cutting environmental authorities, recipient must provide the EPA with information on all impacts the construction activities may have on the quality of the human environment. This may include, at the direction of the EPA Project Officer, providing an Environmental Information Document to the EPA to assist the EPA in preparing the required NEPA review document. The recipient may charge costs for providing this information to the initial award. Once the EPA completes its NEPA review, the EPA Project Officer will notify the recipient that the grant agreement is being amended to add remaining funds to the award to cover the costs of construction. After the amendment is processed, recipient may drawdown funds for construction activities.

L.] Davis-Bacon Labor Standards**1. Program Applicability**

a. Program Name: Community Grants Program

b. Statutes requiring compliance with Davis-Bacon:

- Consolidated Appropriations Act, 2022 (P.L. 117-103);
- Consolidated Appropriations Act, 2023 (P.L. 117-328); and
- Consolidated Appropriations Act, 2024 (P.L. 118-42)

c. Activities subject to Davis-Bacon:

- **For Community Grants Projects that are inclusive of CWSRF-eligible activities:** Treatment works constructed in whole or in part with assistance made available by the FY 2022, FY 2023, and/or FY 2024 Consolidated Appropriations Acts discussed in section b.
- **For Community Grants Projects that are inclusive of DWSRF-eligible activities:** Any construction

project carried out in whole or part with assistance made available by the FY 2022, FY 2023, and/or FY 2024 Consolidated Appropriations Acts discussed in section b.

d. The recipient must work with the appropriate authorities to determine wage classifications for the specific project(s) or activities subject to Davis Bacon under this grant (or cooperative agreement).

2. Davis-Bacon and Related Acts

Davis-Bacon and Related Acts (DBRA) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more;
- Copeland “Anti-Kickback” Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000

3. Recipient Responsibilities When Entering Into and Managing Contracts

a. Solicitation and Contract Requirements:

i. Include the Correct Wage Determinations in Bid Solicitations and Contracts: Recipients are responsible for complying with the procedures provided in [29 CFR 1.6](#) when soliciting bids and awarding contracts.

ii. Include DBRA Requirements in All Contracts: Include the following text on all contracts under this grant:

“By accepting this contract, the contractor acknowledges and agrees to the terms provided in the [DBRA Requirements for Contractors and Subcontractors Under EPA Grants](#).”

b. After Award of Contract:

i. Approve and Submit Requests for Additional Wages Rates: Work with contractors to request additional wage rates if required for contracts under this grant, as provided in [29 CFR 5.5\(a\)\(1\)\(iii\)](#).

ii. Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions: Ensure contractor compliance with the terms of the contract, as required by [29 CFR 5.6](#).

4. Recipient Responsibilities When Establishing and Managing Additional Subawards

a. Include DBRA Requirements in All Subawards (including Loans):

Include the following text on all subawards under this grant:

“By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions

provided in the [DBRA Requirements for EPA Subrecipients](#).”

b. Provide Oversight to Ensure Compliance with DBRA Provisions: Recipients are responsible for oversight of subrecipients and must ensure subrecipients comply with the requirements in [29 CFR 5.6](#).

5. The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see [29 CFR 5.1](#)), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

M.] Recipient Work Force

The recipient agrees that the use of Recipient's work force to perform grant-funded construction is subject to the provisions in [2 CFR Part 200](#). Recipient agrees that both the rates paid for direct labor and the types of and costs for fringe benefits for Recipient's work force performing grant-funded activities will be in accordance with normal rates and benefits applicable to similar work performed by Recipient's work force but funded entirely with Recipient's funds. Recipient will maintain adequate file documentation to support both the basis for pay rates and benefits, and the total costs charged to the grant for work performed by Recipient's work force. Recipient will provide time sheets for each worker as back-up documentation when EPA payments are requested.

N.] Flood Insurance

The recipient will acquire and maintain at its own cost any flood insurance made available to it under the National Flood Insurance Act of 1968, as amended, before the project is placed in operation. This condition shall not be applicable if, on the date of execution of this Grant Agreement by both parties, flood insurance was not available pursuant to the Flood Insurance Act of 1968, as amended, for property on the project location.

O.] Operation and Maintenance

The recipient agrees that that it will properly operate and maintain all facilities that are partially or wholly funded by this grant for the useful life of the facilities as described below.

Useful Life Timeframes

- Land - Permanent
- Wastewater/Water Conveyance Structures: collection systems, pipes, interceptors, force mains, tunnels, distribution lines, etc. - 40 years
- Other Structures: plant buildings, concrete tankage, basins, lift stations and pump station structures, inlet structures, etc. - 30 years

- Wastewater and Drinking Water Process Equipment - 15 years
- Auxiliary Equipment - 10 years

--END OF DOCUMENT--



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Maria M. Aliotti - Interim City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing Participation in Future Settlements Regarding Nationwide Opioid Litigation Settlements and Directing Funds to Contra Costa County

MEETING DATE: September 15, 2025

EXECUTIVE SUMMARY

The City has been receiving payments from settling manufacturers and distributors involved in the Nationwide Opioid Litigation since Fiscal Year 2021-22. Use of the settlement funds is restricted. The City has been notified of additional pending settlement opportunities, requiring a decision on participation to be made in the next two or three weeks. Staff recommends participation in settlements and, where we are given the choice of payee, including settlements we already participate in, directing settlement proceeds to Contra Costa County (the County). The County is better suited to implement behavioral health programs to prevent and treat opioid addiction and in light of the restrictions on the uses of the settlement funds.

FISCAL IMPACT

Approval of this item will have no impact on the General Fund, and authorize all received funds and future payments be made to the County, where allowed.

RECOMMENDATION

The City Council adopt the attached Resolution authorizing participation in pending and future Nationwide Opioid Litigation settlements and elect payments be made to the County where allowed.

BACKGROUND

In the past decade, communities across the country have sustained harms from opioid addiction. According to the U.S. Centers for Disease Control and Prevention, nearly 247,000 people died from overdoses involving prescription opioids nationwide from 1999 to 2019, and the economic impact of prescription opioid misuse is more than \$78 billion annually. Numerous lawsuits have been filed against opioid manufacturers and distributors regarding the cause of the opioid crisis. Between 2021 and 2023, numerous distributors and manufacturers agreed to pay out a total of \$26 billion to communities to address the harms from opioid addiction and misuse.

Settlements are typically structured to create a fund allocated to states, and to cities and counties pursuant to an intrastate allocation agreement. Allocations are pro-rated based on population. Payments are made over a period of years. Information about the settlement is at <https://nationalopioidsettlement.com/>.

Beginning in late 2021, the City began executing settlement forms to participate in settlements with specified manufacturers and distributors, as authorized by Resolution 21-14029. To date, the City has received \$411,010 of an estimated \$450,652 allocation from McKesson, Cardinal Health, Cencora, Inc, Teva, Allergan, CVS, Walgreens, Walmart, McKinsey, Kroger, Janssen, and Endo settlements.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Recently, the City received notice of potential pending settlements with manufacturers, notably a settlement with 23 entities of Purdue Pharma and the Sackler family. Separately, we received notice of a potential settlement with various other manufacturers. The parties are grouped as follows:

- \$900 million paid by Purdue Pharma L.P.
- \$6.5 billion paid by the Sackler family

Decision to participate
due by 9/30/25

- \$19 million paid by Alvogen
- Between \$74 and 108 million million paid by Amneal
- \$65 million Apotex
- Between \$98 – 105 million paid by Hikma

Decision to participate
due by 10/8/25

- \$75 million paid by Indivior
- \$290 million Mylan
- \$32 million paid by Sun
- \$15 million paid by Zydus

The election to participate does not necessarily mean the settlement will proceed. The greater the participation rate, the more likely the manufacturers will agree to go forward, and the more money will be allotted to the settlement fund.

Contra Costa County presently receives settlement funds for itself and on behalf of 11 cities totaling over \$13 million. Counties historically have jurisdiction over social services. As a result of the opioid settlements, Contra Costa County is retaining a fiscal agent and funds management servicer, and community-based organizations to implement innovative prevention, intervention/harm reduction, treatment and recovery strategies in geographic areas with populations most affected by opioid and fentanyl use.

To maximize the amount of money to the potential settlements, and provide funding for opioid remediation in the area, staff recommends electing to participate in potential settlements described above. Staff further recommends authorizing that settlement proceeds, both past and future, be directed to the County when allowed. Finally, staff recommends pre-authorize participation in any future opioid settlements that may come from the National Opioid Litigation.

Attachments: Resolution
Settlement Participation Forms - Purdue Pharma L.P., Sackler Family
Settlement Participation Forms - Secondary Manufacturers

Report Prepared By: Sara Bellafronte, Assistant to the City Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing Participation in Future)
Settlements Regarding Nationwide)
Opioid Litigation Settlements and)
Directing Funds to Costa County)

RESOLUTION NO. 25-

WHEREAS, in the past decade, communities across the country have sustained harms from opioid addiction and numerous lawsuits have been filed against opioid manufacturers and distributors regarding the cause of the opioid crisis; and

WHEREAS, since 2021, distributors and manufacturers agreed to pay out a total of \$26 billion to communities to address the harms from opioid addiction and misuse; and

WHEREAS, on December 20, 2021 through Resolution 21-14029, the City executed Settlement Participation Forms, California State-Subdivision Agreements, and requested direct payment in the first of the nationwide opioid litigation settlements. So far the City has received \$411,010.70 of its \$450,652.54 allocation for the Distributor (McKesson, Cardinal Health, Cencora, Inc), Teva, Allergan, CVS, Walgreens, Walmart, McKinsey, Kroger, Janssen, and Endo settlements; and

WHEREAS, Pittsburg is one of only eight cities in Contra Costa County to elect direct payment of settlement funds; and

WHEREAS, in 2025, the City received notice of more settlements from manufacturers Purdue Pharma L.P. and the Sackler family, Alvogen, Amneal. Apotex, Hikma, Indivior, Mylan, Sun and Zydus. Beyond these manufacturers, there may be more settlements announced in the future; and

WHEREAS, the City must elect whether to participate in each settlement. Participating in settlements is not an acceptance of direct payment, but impacts the proportion of earmarked dollars that flow to state governments and therefore stakeholders like cities and counties; and

WHEREAS, Contra Costa County, on behalf of 11 Cities and 38 communities has received over \$13 million of settlement funds, and has a fiscal agent, and agreements with ten community based organizations to carry out effective opioid addiction prevention and mitigation programs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes City Manager or designee to participate in Nationwide Opioid litigation settlements noticed in 2025, and direct the City's settlement proceeds, both past and future, to the County, where allowed.

BE IT FURTHER RESOLVED that the City Council of the City of Pittsburg hereby authorizes participation in any future opioid settlements that may come from the National Opioid Litigation

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of September 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST BY:

Alice E. Evenson, City Clerk

EXHIBIT K

Subdivision Participation and Release Form

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

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), 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 Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. 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 Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, 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 Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



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

Signature: _____

Name: _____

Title: _____

Date: _____



**Proposed California State-Subdivision Agreement
Regarding Distribution and Use of Settlement Funds
Purdue/Sackler Settlement**

1. Introduction

The State of California¹ and certain of its cities and counties have reached this proposed agreement (the “California Purdue/Sackler State-Subdivision Agreement” or the “Agreement”) to govern the payments made to California in *In re: Purdue Pharma L.P., et al*, Case No. 19-23649, pending in the United States Bankruptcy Court, Southern District of New York (the “Purdue Bankruptcy Matter”) and pursuant to the related settlement with the Sacklers.

This Agreement is proposed to govern the allocation, distribution, and use of payments, including the Statewide Payment Amounts, consisting of Base Payments and Incentive Payments, and Estate Distributions, paid to California pursuant to the Governmental Entity & Shareholder Direct Settlement Agreement (“GESA”), the Master Settlement Agreement (“MSA”), the Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors (the “Plan”), and the Governmental Remediation Trust Agreement (“GRTA”), and any revisions thereto (collectively, the “Governing Documents”), filed in the Purdue Bankruptcy Matter.

For the avoidance of doubt, this Agreement does not apply to payments of attorneys’ fees and costs made to California, including any payments to California from the Local Government Costs and Expenses Fund and the State Expenses Fund and payments pursuant to Sections 9.01, 9.02, and 9.03 and Exhibit R of the GESA and Sections 5.9(a) and 5.9(b) of the Plan, unless otherwise noted.

Pursuant to Exhibit O, paragraph 4, of the GESA, acceptance of this California State-Subdivision Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

- a) *CA Participating Subdivision* means a General Purpose Government that is a Participating Subdivision and also (a) a Plaintiff Subdivision; (b) a Primary Subdivision; and/or (c) a Non-Litigating Threshold Subdivision. For the avoidance of doubt, eligible CA Participating Subdivisions are those California Subdivisions listed in Exhibits C (excluding Litigating Special Districts), I, and/or W to the GESA.
- b) *CA Litigating Special District* means a Litigating Special District located in California. For the avoidance of doubt, CA Litigating Special District does not include School Districts and certain Health and Hospital Special Districts that fall under a separate creditor group in the Purdue Bankruptcy Plan.

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.



- 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. a/k/a Mylan N.V.; 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.

3. General Terms

This Agreement is subject to the requirements of the Governing Documents, as well as applicable law, and the Governing Documents govern over any inconsistent provision of this California Purdue/Sackler State-Subdivision Agreement. Terms not otherwise defined herein shall have the same meaning as in the Governing Documents.

All payments made to the State of California and CA Participating Subdivisions subject to this Agreement will be used for Opioid Remediation, except as allowed by Section 5.02(b) of the GESA and Section 4.01(f)(ii) of the MSA.

This Agreement does not apply to funds received by California for attorneys' fees and cost, including payments from the Local Government Costs and Expenses Fund or the State Expenses Fund, unless otherwise noted.

4. State Allocation

Funds allocated to California shall be combined pursuant to this 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 payments to California subject to this Agreement 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 payments to California subject to this Agreement 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 (except those that are Plaintiff Subdivisions) 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 Governing Documents and this 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 AmerisourceBergen Corporation), Cardinal Health, Inc., and McKesson Corporation (the “Distributors Settlement”), that city’s Local Allocation amount will be paid directly to the city. 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).
- 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 Administrator at least 60 days prior to a Payment Date.
- e) The State will receive the Local Allocation share of any payment that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but has not, for a particular payment, 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 Governing Documents and this



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 GESA.
- b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the CA 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 Governing Documents 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 Governing Documents and this 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 funds pursuant to the Purdue Bankruptcy Plan and related Sackler settlement 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 Governing Documents and this Agreement.
- b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Governing Documents or this 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 against the Subdivision in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Governing Documents or this 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 payments to California subject to this Agreement 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 Governing Documents and this 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%) 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 Local Government Costs and Expenses Fund pursuant to the Governing Documents, and if applicable, 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 of the GESA and the MDL Fees Order, so long as: (1) such payments, together with any payments to contingency-fee counsel from the Local Government Costs and Expenses Fund related to such Plaintiff Subdivision, do not exceed 15% of a Plaintiff Subdivision’s total gross recovery under this Agreement; and (2) 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 5.02(a) of the GESA and Section 4.01(f)(i) of the MSA. 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 Local Government Costs and Expenses Fund funded pursuant to the Governing Documents. 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.



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 Purdue Bankruptcy Plan and related Sackler 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 Purdue Bankruptcy Plan and related Sackler settlement have been used in compliance with the Governing Documents and this 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 payments 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 Governing Documents and this 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 5.02(b) of the GESA and Section 4.01(f)(ii) of the MSA, such information must also be reported to the Settlement Administrator and Sackler Parties' Representative.
- 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 California Purdue/Sackler State-Subdivision 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 Governing Documents, this California Purdue/Sackler State-Subdivision 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 this 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 Governing Documents, this Agreement shall be governed by and interpreted in accordance with the laws of California.



The undersigned, Pittsburg city, CA, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Purdue/Sackler Settlement is a requirement to be an Initial Participating Subdivision and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Purdue/Sackler Settlement.

I swear under penalty of perjury that I have all necessary power and authorization to execute this agreement on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



APPENDIX 1

DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Purdue/Sackler 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.



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

Pittsburg city, CA
Reference Number: CL-1761864

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.

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.

(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.

EXHIBIT K**Secondary Manufacturers' Combined Subdivision Participation and Release Form**
("Combined Participation Form")

Governmental Entity: Pittsburg 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



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.



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.



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

Signature: _____

Name: _____

Title: _____

Date: _____



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.



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 California¹ 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.



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 AmerisourceBergen Corporation), 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



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



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



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.

///



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



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.



The undersigned, Pittsburg 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: _____



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.



APPENDIX 1

			100.000%	100.000%	100.000%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<i>Alameda County</i>	Alameda	2.332%	2.853%	2.4237952%
City	Alameda	Alameda	0.069%		0.0570162%
City	Albany	Alameda	0.013%		0.0107768%
City	Berkeley	Alameda	0.152%		0.1249656%
City	Dublin	Alameda	0.033%	0.040%	0.0338810%
City	Emeryville	Alameda	0.023%		0.0185765%
City	Fremont	Alameda	0.108%		0.0888576%
City	Hayward	Alameda	0.117%		0.0966218%
City	Livermore	Alameda	0.054%		0.0446740%
City	Newark	Alameda	0.026%		0.0217626%
City	Oakland	Alameda	0.486%	0.595%	0.5055601%
City	Piedmont	Alameda	0.014%		0.0114064%
City	Pleasanton	Alameda	0.067%		0.0554547%
City	San Leandro	Alameda	0.039%		0.0321267%
City	Union City	Alameda	0.043%		0.0352484%
County	<i>Amador County</i>	Amador	0.226%	0.277%	0.2349885%
County	<i>Butte County</i>	Butte	1.615%	1.975%	1.6783178%
City	Chico	Butte	0.216%	0.264%	0.2246499%
City	Oroville	Butte	0.079%		0.0646595%
County	<i>Calaveras County</i>	Calaveras	0.226%	0.277%	0.2351644%
County	<i>Colusa County</i>	Colusa	0.059%		0.0489221%
County	<i>Contra Costa County</i>	Contra Costa	2.102%	2.571%	2.1844585%
City	Antioch	Contra Costa	0.037%		0.0301879%
City	Brentwood	Contra Costa	0.026%		0.0215339%
City	Clayton	Contra Costa	0.002%		0.0018060%
City	Concord	Contra Costa	0.055%		0.0456676%
City	Danville	Contra Costa	0.010%		0.0082255%
City	El Cerrito	Contra Costa	0.023%		0.0189024%
City	Hercules	Contra Costa	0.010%		0.0078273%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		0.0046030%



APPENDIX 1

City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<i>Del Norte County</i>	Del Norte	0.114%	0.140%	0.1189608%
County	<i>El Dorado County</i>	El Dorado	0.768%	0.939%	0.7980034%
City	Placerville	El Dorado	0.015%		0.0127642%
City	South Lake Tahoe	El Dorado	0.081%		0.0665456%
County	<i>Fresno County</i>	Fresno	1.895%	2.318%	1.9693410%
City	Clovis	Fresno	0.065%		0.0536211%
City	Coalinga	Fresno	0.012%		0.0098554%
City	Fresno	Fresno	0.397%		0.3270605%
City	Kerman	Fresno	0.005%		0.0042534%
City	Kingsburg	Fresno	0.008%		0.0066167%
City	Mendota	Fresno	0.002%		0.0019387%
City	Orange Cove	Fresno	0.004%		0.0035607%
City	Parlier	Fresno	0.008%		0.0069755%
City	Reedley	Fresno	0.012%		0.0098804%
City	Sanger	Fresno	0.018%		0.0146135%
City	Selma	Fresno	0.015%		0.0127537%
County	<i>Glenn County</i>	Glenn	0.107%	0.131%	0.1116978%
County	<i>Humboldt County</i>	Humboldt	1.030%	1.260%	1.0703185%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Arcata	Humboldt	0.054%		0.0447660%
City	Eureka	Humboldt	0.117%	0.143%	0.1216284%
City	Fortuna	Humboldt	0.032%		0.0266837%
County	<i>Imperial County</i>	Imperial	0.258%	0.315%	0.2679006%
City	Brawley	Imperial	0.011%		0.0087986%



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	<i>Inyo County</i>	Inyo	0.073%	0.089%	0.0754413%
County	<i>Kern County</i>	Kern	2.517%	3.079%	2.6159145%
City	Arvin	Kern	0.006%		0.0046425%
City	Bakersfield	Kern	0.212%		0.1747198%
City	California City	Kern	0.009%		0.0070820%
City	Delano	Kern	0.030%		0.0249316%
City	McFarland	Kern	0.003%		0.0025644%
City	Ridgecrest	Kern	0.015%		0.0120938%
City	Shafter	Kern	0.013%		0.0103417%
City	Tehachapi	Kern	0.009%		0.0073580%
City	Wasco	Kern	0.008%		0.0069861%
County	<i>Kings County</i>	Kings	0.293%		0.2413469%
City	Avenal	Kings	0.007%		0.0056335%
City	Corcoran	Kings	0.013%		0.0107032%
City	Hanford	Kings	0.027%		0.0226038%
City	Lemoore	Kings	0.016%		0.0131900%
County	<i>Lake County</i>	Lake	0.795%		0.6545389%
City	Clearlake	Lake	0.041%	0.050%	0.0426253%
City	Lakeport	Lake	0.021%	0.026%	0.0222964%
County	<i>Lassen County</i>	Lassen	0.319%	0.391%	0.3320610%
City	Susanville	Lassen	0.027%		0.0219295%
County	<i>Los Angeles County</i>	Los Angeles	13.896%	16.999%	14.4437559%
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%



APPENDIX 1

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 %



APPENDIX 1

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%



APPENDIX 1

City	Whittier	Los Angeles	0.032%		0.0260581%
County	<i>Madera County</i>	Madera	0.349%	0.427%	0.3630669%
City	Chowchilla	Madera	0.012%		0.0097332%
City	Madera	Madera	0.039%		0.0318441%
County	<i>Marin County</i>	Marin	0.564%	0.690%	0.5861325%
City	Larkspur	Marin	0.015%		0.0124697%
City	Mill Valley	Marin	0.020%		0.0168401%
City	Novato	Marin	0.028%		0.0229824%
City	San Anselmo	Marin	0.009%		0.0078062%
City	San Rafael	Marin	0.089%		0.0729823%
County	<i>Mariposa County</i>	Mariposa	0.084%	0.103%	0.0876131%
County	<i>Mendocino County</i>	Mendocino	0.439%	0.536%	0.4558394%
City	Ukiah	Mendocino	0.039%		0.0317153%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<i>Merced County</i>	Merced	0.551%	0.674%	0.5724262%
City	Atwater	Merced	0.024%		0.0195846%
City	Livingston	Merced	0.006%		0.0045873%
City	Los Banos	Merced	0.020%		0.0165142%
City	Merced	Merced	0.061%		0.0500762%
County	<i>Modoc County</i>	Modoc	0.065%	0.080%	0.0678250%
County	<i>Mono County</i>	Mono	0.023%	0.029%	0.0242606%
County	<i>Monterey County</i>	Monterey	0.908%	1.111%	0.9437083%
City	Greenfield	Monterey	0.006%		0.0050552%
City	King City	Monterey	0.005%		0.0037355%
City	Marina	Monterey	0.017%		0.0144098%
City	Monterey	Monterey	0.041%		0.0336540%
City	Pacific Grove	Monterey	0.009%		0.0074842%
City	Salinas	Monterey	0.094%		0.0776576%
City	Seaside	Monterey	0.023%		0.0191772%
City	Soledad	Monterey	0.007%		0.0060870%
County	<i>Napa County</i>	Napa	0.288%	0.352%	0.2994325%
City	American Canyon	Napa	0.017%		0.0136869%
City	Napa	Napa	0.078%		0.0642783%
County	<i>Nevada County</i>	Nevada	0.441%	0.539%	0.4579827%
City	Grass Valley	Nevada	0.024%		0.0197805%



APPENDIX 1

City	Truckee	Nevada	0.003%		0.0023843%
County	<i>Orange County</i>	Orange	4.364%	5.339%	4.5363576%
City	Aliso Viejo	Orange	0.014%		0.0113841%
City	Anaheim	Orange	0.554%	0.678%	0.5759282%
City	Brea	Orange	0.086%		0.0708897%
City	Buena Park	Orange	0.087%		0.0714352%
City	Costa Mesa	Orange	0.124%	0.152%	0.1288366%
City	Cypress	Orange	0.033%		0.0271937%
City	Dana Point	Orange	0.001%		0.0005560%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%
City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%



APPENDIX 1

City	Yorba Linda	Orange	0.044%		0.0362223%
County	<i>Placer County</i>	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	<i>Plumas County</i>	Plumas	0.205%	0.251%	0.2128729%
County	<i>Riverside County</i>	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%



APPENDIX 1

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



APPENDIX 1

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



APPENDIX 1

County	<i>San Mateo County</i>	San Mateo	1.074%	1.313%	1.1159599%
City	Belmont	San Mateo	0.021%		0.0169860%
City	Burlingame	San Mateo	0.019%		0.0152537%
City	Daly City	San Mateo	0.044%		0.0363880%
City	East Palo Alto	San Mateo	0.013%		0.0103982%
City	Foster City	San Mateo	0.020%		0.0166101%
City	Half Moon Bay	San Mateo	0.004%		0.0031638%
City	Hillsborough	San Mateo	0.013%		0.0110029%
City	Menlo Park	San Mateo	0.015%		0.0126209%
City	Millbrae	San Mateo	0.013%		0.0105836%
City	Pacifica	San Mateo	0.016%		0.0130625%
City	Redwood City	San Mateo	0.056%		0.0463511%
City	San Bruno	San Mateo	0.021%		0.0172161%
City	San Carlos	San Mateo	0.013%		0.0108885%
City	San Mateo	San Mateo	0.052%		0.0425841%
City	South San Francisco	San Mateo	0.043%		0.0353943%
County	<i>Santa Barbara County</i>	Santa Barbara	1.132%	1.385%	1.1768968%
City	Carpinteria	Santa Barbara	0.001%		0.0008938%
City	Goleta	Santa Barbara	0.004%		0.0028969%
City	Lompoc	Santa Barbara	0.047%		0.0389379%
City	Santa Barbara	Santa Barbara	0.122%		0.1004559%
City	Santa Maria	Santa Barbara	0.058%		0.0479179%
County	<i>Santa Clara County</i>	Santa Clara	2.404%	2.941%	2.4987553%
City	Campbell	Santa Clara	0.014%		0.0112566%
City	Cupertino	Santa Clara	0.008%		0.0066824%
City	Gilroy	Santa Clara	0.025%		0.0202891%
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%



APPENDIX 1

City	Saratoga	Santa Clara	0.004%		0.0034161%
City	Sunnyvale	Santa Clara	0.053%		0.0434069%
County	<i>Santa Cruz County</i>	Santa Cruz	0.783%	0.957%	0.8135396%
City	Capitola	Santa Cruz	0.020%		0.0168191%
City	Santa Cruz	Santa Cruz	0.143%		0.1180348%
City	Scotts Valley	Santa Cruz	0.015%		0.0126525%
City	Watsonville	Santa Cruz	0.063%		0.0520136%
County	<i>Shasta County</i>	Shasta	1.095%	1.339%	1.1380191%
City	Anderson	Shasta	0.024%		0.0198896%
City	Redding	Shasta	0.284%		0.2334841%
City	Shasta Lake	Shasta	0.004%		0.0031993%
County	<i>Siskiyou County</i>	Siskiyou	0.228%	0.279%	0.2373393%
County	<i>Solano County</i>	Solano	0.760%		0.6260795%
City	Benicia	Solano	0.031%		0.0253903%
City	Dixon	Solano	0.016%		0.0130849%
City	Fairfield	Solano	0.109%		0.0897317%
City	Suisun City	Solano	0.021%		0.0176183%
City	Vacaville	Solano	0.119%		0.0976497%
City	Vallejo	Solano	0.167%		0.1373644%
County	<i>Sonoma County</i>	Sonoma	1.218%	1.490%	1.2661290%
City	Healdsburg	Sonoma	0.032%		0.0266929%
City	Petaluma	Sonoma	0.081%		0.0667507%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		0.0340759%
City	Santa Rosa	Sonoma	0.184%		0.1519070%
City	Sonoma	Sonoma	0.022%		0.0183438%
City	Windsor	Sonoma	0.016%		0.0129298%
County	<i>Stanislaus County</i>	Stanislaus	1.722%		1.4182273%
City	Ceres	Stanislaus	0.041%		0.0340260%
City	Modesto	Stanislaus	0.217%		0.1788759%
City	Newman	Stanislaus	0.006%		0.0046964%
City	Oakdale	Stanislaus	0.018%		0.0145531%
City	Patterson	Stanislaus	0.015%		0.0126590%
City	Riverbank	Stanislaus	0.010%		0.0085699%
City	Turlock	Stanislaus	0.065%		0.0531966%



APPENDIX 1

County	<i>Sutter County</i>	Sutter	0.306%	0.374%	0.3179548%
City	Yuba City	Sutter	0.074%		0.0606242%
County	<i>Tehama County</i>	Tehama	0.213%	0.261%	0.2216654%
City	Red Bluff	Tehama	0.014%		0.0117771%
County	<i>Trinity County</i>	Trinity	0.082%	0.101%	0.0855476%
County	<i>Tulare County</i>	Tulare	0.809%	0.990%	0.8410949%
City	Dinuba	Tulare	0.014%		0.0116929%
City	Exeter	Tulare	0.004%		0.0032479%
City	Farmersville	Tulare	0.003%		0.0027879%
City	Lindsay	Tulare	0.007%		0.0057111%
City	Porterville	Tulare	0.021%		0.0171845%
City	Tulare	Tulare	0.037%		0.0302273%
City	Visalia	Tulare	0.066%		0.0545872%
County	<i>Tuolumne County</i>	Tuolumne	0.486%	0.594%	0.5047621%
County	<i>Ventura County</i>	Ventura	2.192%	2.681%	2.2781201%
City	Camarillo	Ventura	0.002%		0.0012815%
City	Fillmore	Ventura	0.002%		0.0020294%
City	Moorpark	Ventura	0.008%		0.0067337%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	0.1617338%
City	Port Hueneme	Ventura	0.021%		0.0174145%
City	San Buenaventura (Ventura)	Ventura	0.085%		0.0702181%
City	Santa Paula	Ventura	0.014%		0.0119072%
City	Simi Valley	Ventura	0.065%		0.0533043%
City	Thousand Oaks	Ventura	0.022%		0.0179902%
County	<i>Yolo County</i>	Yolo	0.357%	0.437%	0.3713319%
City	Davis	Yolo	0.055%		0.0451747%
City	West Sacramento	Yolo	0.066%		0.0544321%
City	Woodland	Yolo	0.058%		0.0477904%
County	<i>Yuba County</i>	Yuba	0.214%	0.262%	0.2225679%
City	Marysville	Yuba	0.014%		0.0112079%



APPENDIX 2

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]



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



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 California¹ 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.



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 AmerisourceBergen Corporation), 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.



- 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



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.



- 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



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.

///



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.



The undersigned, Pittsburg 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:



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.



APPENDIX 1

			100.000%	100.000%	100.000%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<i>Alameda County</i>	Alameda	2.332%	2.853%	2.4237952%
City	Alameda	Alameda	0.069%		0.0570162%
City	Albany	Alameda	0.013%		0.0107768%
City	Berkeley	Alameda	0.152%		0.1249656%
City	Dublin	Alameda	0.033%	0.040%	0.0338810%
City	Emeryville	Alameda	0.023%		0.0185765%
City	Fremont	Alameda	0.108%		0.0888576%
City	Hayward	Alameda	0.117%		0.0966218%
City	Livermore	Alameda	0.054%		0.0446740%
City	Newark	Alameda	0.026%		0.0217626%
City	Oakland	Alameda	0.486%	0.595%	0.5055601%
City	Piedmont	Alameda	0.014%		0.0114064%
City	Pleasanton	Alameda	0.067%		0.0554547%
City	San Leandro	Alameda	0.039%		0.0321267%
City	Union City	Alameda	0.043%		0.0352484%
County	<i>Amador County</i>	Amador	0.226%	0.277%	0.2349885%
County	<i>Butte County</i>	Butte	1.615%	1.975%	1.6783178%
City	Chico	Butte	0.216%	0.264%	0.2246499%
City	Oroville	Butte	0.079%		0.0646595%
County	<i>Calaveras County</i>	Calaveras	0.226%	0.277%	0.2351644%
County	<i>Colusa County</i>	Colusa	0.059%		0.0489221%
County	<i>Contra Costa County</i>	Contra Costa	2.102%	2.571%	2.1844585%
City	Antioch	Contra Costa	0.037%		0.0301879%
City	Brentwood	Contra Costa	0.026%		0.0215339%
City	Clayton	Contra Costa	0.002%		0.0018060%
City	Concord	Contra Costa	0.055%		0.0456676%
City	Danville	Contra Costa	0.010%		0.0082255%
City	El Cerrito	Contra Costa	0.023%		0.0189024%
City	Hercules	Contra Costa	0.010%		0.0078273%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		0.0046030%



APPENDIX 1

City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<i>Del Norte County</i>	Del Norte	0.114%	0.140%	0.1189608%
County	<i>El Dorado County</i>	El Dorado	0.768%	0.939%	0.7980034%
City	Placerville	El Dorado	0.015%		0.0127642%
City	South Lake Tahoe	El Dorado	0.081%		0.0665456%
County	<i>Fresno County</i>	Fresno	1.895%	2.318%	1.9693410%
City	Clovis	Fresno	0.065%		0.0536211%
City	Coalinga	Fresno	0.012%		0.0098554%
City	Fresno	Fresno	0.397%		0.3270605%
City	Kerman	Fresno	0.005%		0.0042534%
City	Kingsburg	Fresno	0.008%		0.0066167%
City	Mendota	Fresno	0.002%		0.0019387%
City	Orange Cove	Fresno	0.004%		0.0035607%
City	Parlier	Fresno	0.008%		0.0069755%
City	Reedley	Fresno	0.012%		0.0098804%
City	Sanger	Fresno	0.018%		0.0146135%
City	Selma	Fresno	0.015%		0.0127537%
County	<i>Glenn County</i>	Glenn	0.107%	0.131%	0.1116978%
County	<i>Humboldt County</i>	Humboldt	1.030%	1.260%	1.0703185%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Arcata	Humboldt	0.054%		0.0447660%
City	Eureka	Humboldt	0.117%	0.143%	0.1216284%
City	Fortuna	Humboldt	0.032%		0.0266837%
County	<i>Imperial County</i>	Imperial	0.258%	0.315%	0.2679006%
City	Brawley	Imperial	0.011%		0.0087986%



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	<i>Inyo County</i>	Inyo	0.073%	0.089%	0.0754413%
County	<i>Kern County</i>	Kern	2.517%	3.079%	2.6159145%
City	Arvin	Kern	0.006%		0.0046425%
City	Bakersfield	Kern	0.212%		0.1747198%
City	California City	Kern	0.009%		0.0070820%
City	Delano	Kern	0.030%		0.0249316%
City	McFarland	Kern	0.003%		0.0025644%
City	Ridgecrest	Kern	0.015%		0.0120938%
City	Shafter	Kern	0.013%		0.0103417%
City	Tehachapi	Kern	0.009%		0.0073580%
City	Wasco	Kern	0.008%		0.0069861%
County	<i>Kings County</i>	Kings	0.293%		0.2413469%
City	Avenal	Kings	0.007%		0.0056335%
City	Corcoran	Kings	0.013%		0.0107032%
City	Hanford	Kings	0.027%		0.0226038%
City	Lemoore	Kings	0.016%		0.0131900%
County	<i>Lake County</i>	Lake	0.795%		0.6545389%
City	Clearlake	Lake	0.041%	0.050%	0.0426253%
City	Lakeport	Lake	0.021%	0.026%	0.0222964%
County	<i>Lassen County</i>	Lassen	0.319%	0.391%	0.3320610%
City	Susanville	Lassen	0.027%		0.0219295%
County	<i>Los Angeles County</i>	Los Angeles	13.896%	16.999%	14.4437559%
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%



APPENDIX 1

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 %



APPENDIX 1

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%



APPENDIX 1

City	Whittier	Los Angeles	0.032%		0.0260581%
County	<i>Madera County</i>	Madera	0.349%	0.427%	0.3630669%
City	Chowchilla	Madera	0.012%		0.0097332%
City	Madera	Madera	0.039%		0.0318441%
County	<i>Marin County</i>	Marin	0.564%	0.690%	0.5861325%
City	Larkspur	Marin	0.015%		0.0124697%
City	Mill Valley	Marin	0.020%		0.0168401%
City	Novato	Marin	0.028%		0.0229824%
City	San Anselmo	Marin	0.009%		0.0078062%
City	San Rafael	Marin	0.089%		0.0729823%
County	<i>Mariposa County</i>	Mariposa	0.084%	0.103%	0.0876131%
County	<i>Mendocino County</i>	Mendocino	0.439%	0.536%	0.4558394%
City	Ukiah	Mendocino	0.039%		0.0317153%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<i>Merced County</i>	Merced	0.551%	0.674%	0.5724262%
City	Atwater	Merced	0.024%		0.0195846%
City	Livingston	Merced	0.006%		0.0045873%
City	Los Banos	Merced	0.020%		0.0165142%
City	Merced	Merced	0.061%		0.0500762%
County	<i>Modoc County</i>	Modoc	0.065%	0.080%	0.0678250%
County	<i>Mono County</i>	Mono	0.023%	0.029%	0.0242606%
County	<i>Monterey County</i>	Monterey	0.908%	1.111%	0.9437083%
City	Greenfield	Monterey	0.006%		0.0050552%
City	King City	Monterey	0.005%		0.0037355%
City	Marina	Monterey	0.017%		0.0144098%
City	Monterey	Monterey	0.041%		0.0336540%
City	Pacific Grove	Monterey	0.009%		0.0074842%
City	Salinas	Monterey	0.094%		0.0776576%
City	Seaside	Monterey	0.023%		0.0191772%
City	Soledad	Monterey	0.007%		0.0060870%
County	<i>Napa County</i>	Napa	0.288%	0.352%	0.2994325%
City	American Canyon	Napa	0.017%		0.0136869%
City	Napa	Napa	0.078%		0.0642783%
County	<i>Nevada County</i>	Nevada	0.441%	0.539%	0.4579827%
City	Grass Valley	Nevada	0.024%		0.0197805%



APPENDIX 1

City	Truckee	Nevada	0.003%		0.0023843%
County	<i>Orange County</i>	Orange	4.364%	5.339%	4.5363576%
City	Aliso Viejo	Orange	0.014%		0.0113841%
City	Anaheim	Orange	0.554%	0.678%	0.5759282%
City	Brea	Orange	0.086%		0.0708897%
City	Buena Park	Orange	0.087%		0.0714352%
City	Costa Mesa	Orange	0.124%	0.152%	0.1288366%
City	Cypress	Orange	0.033%		0.0271937%
City	Dana Point	Orange	0.001%		0.0005560%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%
City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%



APPENDIX 1

City	Yorba Linda	Orange	0.044%		0.0362223%
County	<i>Placer County</i>	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	<i>Plumas County</i>	Plumas	0.205%	0.251%	0.2128729%
County	<i>Riverside County</i>	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%



APPENDIX 1

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



APPENDIX 1

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



APPENDIX 1

County	<i>San Mateo County</i>	San Mateo	1.074%	1.313%	1.1159599%
City	Belmont	San Mateo	0.021%		0.0169860%
City	Burlingame	San Mateo	0.019%		0.0152537%
City	Daly City	San Mateo	0.044%		0.0363880%
City	East Palo Alto	San Mateo	0.013%		0.0103982%
City	Foster City	San Mateo	0.020%		0.0166101%
City	Half Moon Bay	San Mateo	0.004%		0.0031638%
City	Hillsborough	San Mateo	0.013%		0.0110029%
City	Menlo Park	San Mateo	0.015%		0.0126209%
City	Millbrae	San Mateo	0.013%		0.0105836%
City	Pacifica	San Mateo	0.016%		0.0130625%
City	Redwood City	San Mateo	0.056%		0.0463511%
City	San Bruno	San Mateo	0.021%		0.0172161%
City	San Carlos	San Mateo	0.013%		0.0108885%
City	San Mateo	San Mateo	0.052%		0.0425841%
City	South San Francisco	San Mateo	0.043%		0.0353943%
County	<i>Santa Barbara County</i>	Santa Barbara	1.132%	1.385%	1.1768968%
City	Carpinteria	Santa Barbara	0.001%		0.0008938%
City	Goleta	Santa Barbara	0.004%		0.0028969%
City	Lompoc	Santa Barbara	0.047%		0.0389379%
City	Santa Barbara	Santa Barbara	0.122%		0.1004559%
City	Santa Maria	Santa Barbara	0.058%		0.0479179%
County	<i>Santa Clara County</i>	Santa Clara	2.404%	2.941%	2.4987553%
City	Campbell	Santa Clara	0.014%		0.0112566%
City	Cupertino	Santa Clara	0.008%		0.0066824%
City	Gilroy	Santa Clara	0.025%		0.0202891%
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%



APPENDIX 1

City	Saratoga	Santa Clara	0.004%		0.0034161%
City	Sunnyvale	Santa Clara	0.053%		0.0434069%
County	<i>Santa Cruz County</i>	Santa Cruz	0.783%	0.957%	0.8135396%
City	Capitola	Santa Cruz	0.020%		0.0168191%
City	Santa Cruz	Santa Cruz	0.143%		0.1180348%
City	Scotts Valley	Santa Cruz	0.015%		0.0126525%
City	Watsonville	Santa Cruz	0.063%		0.0520136%
County	<i>Shasta County</i>	Shasta	1.095%	1.339%	1.1380191%
City	Anderson	Shasta	0.024%		0.0198896%
City	Redding	Shasta	0.284%		0.2334841%
City	Shasta Lake	Shasta	0.004%		0.0031993%
County	<i>Siskiyou County</i>	Siskiyou	0.228%	0.279%	0.2373393%
County	<i>Solano County</i>	Solano	0.760%		0.6260795%
City	Benicia	Solano	0.031%		0.0253903%
City	Dixon	Solano	0.016%		0.0130849%
City	Fairfield	Solano	0.109%		0.0897317%
City	Suisun City	Solano	0.021%		0.0176183%
City	Vacaville	Solano	0.119%		0.0976497%
City	Vallejo	Solano	0.167%		0.1373644%
County	<i>Sonoma County</i>	Sonoma	1.218%	1.490%	1.2661290%
City	Healdsburg	Sonoma	0.032%		0.0266929%
City	Petaluma	Sonoma	0.081%		0.0667507%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		0.0340759%
City	Santa Rosa	Sonoma	0.184%		0.1519070%
City	Sonoma	Sonoma	0.022%		0.0183438%
City	Windsor	Sonoma	0.016%		0.0129298%
County	<i>Stanislaus County</i>	Stanislaus	1.722%		1.4182273%
City	Ceres	Stanislaus	0.041%		0.0340260%
City	Modesto	Stanislaus	0.217%		0.1788759%
City	Newman	Stanislaus	0.006%		0.0046964%
City	Oakdale	Stanislaus	0.018%		0.0145531%
City	Patterson	Stanislaus	0.015%		0.0126590%
City	Riverbank	Stanislaus	0.010%		0.0085699%
City	Turlock	Stanislaus	0.065%		0.0531966%



APPENDIX 1

County	<i>Sutter County</i>	Sutter	0.306%	0.374%	0.3179548%
City	Yuba City	Sutter	0.074%		0.0606242%
County	<i>Tehama County</i>	Tehama	0.213%	0.261%	0.2216654%
City	Red Bluff	Tehama	0.014%		0.0117771%
County	<i>Trinity County</i>	Trinity	0.082%	0.101%	0.0855476%
County	<i>Tulare County</i>	Tulare	0.809%	0.990%	0.8410949%
City	Dinuba	Tulare	0.014%		0.0116929%
City	Exeter	Tulare	0.004%		0.0032479%
City	Farmersville	Tulare	0.003%		0.0027879%
City	Lindsay	Tulare	0.007%		0.0057111%
City	Porterville	Tulare	0.021%		0.0171845%
City	Tulare	Tulare	0.037%		0.0302273%
City	Visalia	Tulare	0.066%		0.0545872%
County	<i>Tuolumne County</i>	Tuolumne	0.486%	0.594%	0.5047621%
County	<i>Ventura County</i>	Ventura	2.192%	2.681%	2.2781201%
City	Camarillo	Ventura	0.002%		0.0012815%
City	Fillmore	Ventura	0.002%		0.0020294%
City	Moorpark	Ventura	0.008%		0.0067337%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	0.1617338%
City	Port Hueneme	Ventura	0.021%		0.0174145%
City	San Buenaventura (Ventura)	Ventura	0.085%		0.0702181%
City	Santa Paula	Ventura	0.014%		0.0119072%
City	Simi Valley	Ventura	0.065%		0.0533043%
City	Thousand Oaks	Ventura	0.022%		0.0179902%
County	<i>Yolo County</i>	Yolo	0.357%	0.437%	0.3713319%
City	Davis	Yolo	0.055%		0.0451747%
City	West Sacramento	Yolo	0.066%		0.0544321%
City	Woodland	Yolo	0.058%		0.0477904%
County	<i>Yuba County</i>	Yuba	0.214%	0.262%	0.2225679%
City	Marysville	Yuba	0.014%		0.0112079%



APPENDIX 2

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]



**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.



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 California¹ 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.



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 AmerisourceBergen Corporation), 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.



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



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.



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.

///



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



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.



The undersigned, Pittsburg 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: _____



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.



APPENDIX 1

			100.000%	100.000%	100.000%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<i>Alameda County</i>	Alameda	2.332%	2.853%	2.4237952%
City	Alameda	Alameda	0.069%		0.0570162%
City	Albany	Alameda	0.013%		0.0107768%
City	Berkeley	Alameda	0.152%		0.1249656%
City	Dublin	Alameda	0.033%	0.040%	0.0338810%
City	Emeryville	Alameda	0.023%		0.0185765%
City	Fremont	Alameda	0.108%		0.0888576%
City	Hayward	Alameda	0.117%		0.0966218%
City	Livermore	Alameda	0.054%		0.0446740%
City	Newark	Alameda	0.026%		0.0217626%
City	Oakland	Alameda	0.486%	0.595%	0.5055601%
City	Piedmont	Alameda	0.014%		0.0114064%
City	Pleasanton	Alameda	0.067%		0.0554547%
City	San Leandro	Alameda	0.039%		0.0321267%
City	Union City	Alameda	0.043%		0.0352484%
County	<i>Amador County</i>	Amador	0.226%	0.277%	0.2349885%
County	<i>Butte County</i>	Butte	1.615%	1.975%	1.6783178%
City	Chico	Butte	0.216%	0.264%	0.2246499%
City	Oroville	Butte	0.079%		0.0646595%
County	<i>Calaveras County</i>	Calaveras	0.226%	0.277%	0.2351644%
County	<i>Colusa County</i>	Colusa	0.059%		0.0489221%
County	<i>Contra Costa County</i>	Contra Costa	2.102%	2.571%	2.1844585%
City	Antioch	Contra Costa	0.037%		0.0301879%
City	Brentwood	Contra Costa	0.026%		0.0215339%
City	Clayton	Contra Costa	0.002%		0.0018060%
City	Concord	Contra Costa	0.055%		0.0456676%
City	Danville	Contra Costa	0.010%		0.0082255%
City	El Cerrito	Contra Costa	0.023%		0.0189024%
City	Hercules	Contra Costa	0.010%		0.0078273%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		0.0046030%



APPENDIX 1

City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<i>Del Norte County</i>	Del Norte	0.114%	0.140%	0.1189608%
County	<i>El Dorado County</i>	El Dorado	0.768%	0.939%	0.7980034%
City	Placerville	El Dorado	0.015%		0.0127642%
City	South Lake Tahoe	El Dorado	0.081%		0.0665456%
County	<i>Fresno County</i>	Fresno	1.895%	2.318%	1.9693410%
City	Clovis	Fresno	0.065%		0.0536211%
City	Coalinga	Fresno	0.012%		0.0098554%
City	Fresno	Fresno	0.397%		0.3270605%
City	Kerman	Fresno	0.005%		0.0042534%
City	Kingsburg	Fresno	0.008%		0.0066167%
City	Mendota	Fresno	0.002%		0.0019387%
City	Orange Cove	Fresno	0.004%		0.0035607%
City	Parlier	Fresno	0.008%		0.0069755%
City	Reedley	Fresno	0.012%		0.0098804%
City	Sanger	Fresno	0.018%		0.0146135%
City	Selma	Fresno	0.015%		0.0127537%
County	<i>Glenn County</i>	Glenn	0.107%	0.131%	0.1116978%
County	<i>Humboldt County</i>	Humboldt	1.030%	1.260%	1.0703185%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Arcata	Humboldt	0.054%		0.0447660%
City	Eureka	Humboldt	0.117%	0.143%	0.1216284%
City	Fortuna	Humboldt	0.032%		0.0266837%
County	<i>Imperial County</i>	Imperial	0.258%	0.315%	0.2679006%
City	Brawley	Imperial	0.011%		0.0087986%



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	<i>Inyo County</i>	Inyo	0.073%	0.089%	0.0754413%
County	<i>Kern County</i>	Kern	2.517%	3.079%	2.6159145%
City	Arvin	Kern	0.006%		0.0046425%
City	Bakersfield	Kern	0.212%		0.1747198%
City	California City	Kern	0.009%		0.0070820%
City	Delano	Kern	0.030%		0.0249316%
City	McFarland	Kern	0.003%		0.0025644%
City	Ridgecrest	Kern	0.015%		0.0120938%
City	Shafter	Kern	0.013%		0.0103417%
City	Tehachapi	Kern	0.009%		0.0073580%
City	Wasco	Kern	0.008%		0.0069861%
County	<i>Kings County</i>	Kings	0.293%		0.2413469%
City	Avenal	Kings	0.007%		0.0056335%
City	Corcoran	Kings	0.013%		0.0107032%
City	Hanford	Kings	0.027%		0.0226038%
City	Lemoore	Kings	0.016%		0.0131900%
County	<i>Lake County</i>	Lake	0.795%		0.6545389%
City	Clearlake	Lake	0.041%	0.050%	0.0426253%
City	Lakeport	Lake	0.021%	0.026%	0.0222964%
County	<i>Lassen County</i>	Lassen	0.319%	0.391%	0.3320610%
City	Susanville	Lassen	0.027%		0.0219295%
County	<i>Los Angeles County</i>	Los Angeles	13.896%	16.999%	14.4437559%
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%



APPENDIX 1

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 %



APPENDIX 1

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%



APPENDIX 1

City	Whittier	Los Angeles	0.032%		0.0260581%
County	<i>Madera County</i>	Madera	0.349%	0.427%	0.3630669%
City	Chowchilla	Madera	0.012%		0.0097332%
City	Madera	Madera	0.039%		0.0318441%
County	<i>Marin County</i>	Marin	0.564%	0.690%	0.5861325%
City	Larkspur	Marin	0.015%		0.0124697%
City	Mill Valley	Marin	0.020%		0.0168401%
City	Novato	Marin	0.028%		0.0229824%
City	San Anselmo	Marin	0.009%		0.0078062%
City	San Rafael	Marin	0.089%		0.0729823%
County	<i>Mariposa County</i>	Mariposa	0.084%	0.103%	0.0876131%
County	<i>Mendocino County</i>	Mendocino	0.439%	0.536%	0.4558394%
City	Ukiah	Mendocino	0.039%		0.0317153%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<i>Merced County</i>	Merced	0.551%	0.674%	0.5724262%
City	Atwater	Merced	0.024%		0.0195846%
City	Livingston	Merced	0.006%		0.0045873%
City	Los Banos	Merced	0.020%		0.0165142%
City	Merced	Merced	0.061%		0.0500762%
County	<i>Modoc County</i>	Modoc	0.065%	0.080%	0.0678250%
County	<i>Mono County</i>	Mono	0.023%	0.029%	0.0242606%
County	<i>Monterey County</i>	Monterey	0.908%	1.111%	0.9437083%
City	Greenfield	Monterey	0.006%		0.0050552%
City	King City	Monterey	0.005%		0.0037355%
City	Marina	Monterey	0.017%		0.0144098%
City	Monterey	Monterey	0.041%		0.0336540%
City	Pacific Grove	Monterey	0.009%		0.0074842%
City	Salinas	Monterey	0.094%		0.0776576%
City	Seaside	Monterey	0.023%		0.0191772%
City	Soledad	Monterey	0.007%		0.0060870%
County	<i>Napa County</i>	Napa	0.288%	0.352%	0.2994325%
City	American Canyon	Napa	0.017%		0.0136869%
City	Napa	Napa	0.078%		0.0642783%
County	<i>Nevada County</i>	Nevada	0.441%	0.539%	0.4579827%
City	Grass Valley	Nevada	0.024%		0.0197805%



APPENDIX 1

City	Truckee	Nevada	0.003%		0.0023843%
County	<i>Orange County</i>	Orange	4.364%	5.339%	4.5363576%
City	Aliso Viejo	Orange	0.014%		0.0113841%
City	Anaheim	Orange	0.554%	0.678%	0.5759282%
City	Brea	Orange	0.086%		0.0708897%
City	Buena Park	Orange	0.087%		0.0714352%
City	Costa Mesa	Orange	0.124%	0.152%	0.1288366%
City	Cypress	Orange	0.033%		0.0271937%
City	Dana Point	Orange	0.001%		0.0005560%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%
City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%



APPENDIX 1

City	Yorba Linda	Orange	0.044%		0.0362223%
County	<i>Placer County</i>	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	<i>Plumas County</i>	Plumas	0.205%	0.251%	0.2128729%
County	<i>Riverside County</i>	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%



APPENDIX 1

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



APPENDIX 1

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



APPENDIX 1

County	<i>San Mateo County</i>	San Mateo	1.074%	1.313%	1.1159599%
City	Belmont	San Mateo	0.021%		0.0169860%
City	Burlingame	San Mateo	0.019%		0.0152537%
City	Daly City	San Mateo	0.044%		0.0363880%
City	East Palo Alto	San Mateo	0.013%		0.0103982%
City	Foster City	San Mateo	0.020%		0.0166101%
City	Half Moon Bay	San Mateo	0.004%		0.0031638%
City	Hillsborough	San Mateo	0.013%		0.0110029%
City	Menlo Park	San Mateo	0.015%		0.0126209%
City	Millbrae	San Mateo	0.013%		0.0105836%
City	Pacifica	San Mateo	0.016%		0.0130625%
City	Redwood City	San Mateo	0.056%		0.0463511%
City	San Bruno	San Mateo	0.021%		0.0172161%
City	San Carlos	San Mateo	0.013%		0.0108885%
City	San Mateo	San Mateo	0.052%		0.0425841%
City	South San Francisco	San Mateo	0.043%		0.0353943%
County	<i>Santa Barbara County</i>	Santa Barbara	1.132%	1.385%	1.1768968%
City	Carpinteria	Santa Barbara	0.001%		0.0008938%
City	Goleta	Santa Barbara	0.004%		0.0028969%
City	Lompoc	Santa Barbara	0.047%		0.0389379%
City	Santa Barbara	Santa Barbara	0.122%		0.1004559%
City	Santa Maria	Santa Barbara	0.058%		0.0479179%
County	<i>Santa Clara County</i>	Santa Clara	2.404%	2.941%	2.4987553%
City	Campbell	Santa Clara	0.014%		0.0112566%
City	Cupertino	Santa Clara	0.008%		0.0066824%
City	Gilroy	Santa Clara	0.025%		0.0202891%
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%



APPENDIX 1

City	Saratoga	Santa Clara	0.004%		0.0034161%
City	Sunnyvale	Santa Clara	0.053%		0.0434069%
County	<i>Santa Cruz County</i>	Santa Cruz	0.783%	0.957%	0.8135396%
City	Capitola	Santa Cruz	0.020%		0.0168191%
City	Santa Cruz	Santa Cruz	0.143%		0.1180348%
City	Scotts Valley	Santa Cruz	0.015%		0.0126525%
City	Watsonville	Santa Cruz	0.063%		0.0520136%
County	<i>Shasta County</i>	Shasta	1.095%	1.339%	1.1380191%
City	Anderson	Shasta	0.024%		0.0198896%
City	Redding	Shasta	0.284%		0.2334841%
City	Shasta Lake	Shasta	0.004%		0.0031993%
County	<i>Siskiyou County</i>	Siskiyou	0.228%	0.279%	0.2373393%
County	<i>Solano County</i>	Solano	0.760%		0.6260795%
City	Benicia	Solano	0.031%		0.0253903%
City	Dixon	Solano	0.016%		0.0130849%
City	Fairfield	Solano	0.109%		0.0897317%
City	Suisun City	Solano	0.021%		0.0176183%
City	Vacaville	Solano	0.119%		0.0976497%
City	Vallejo	Solano	0.167%		0.1373644%
County	<i>Sonoma County</i>	Sonoma	1.218%	1.490%	1.2661290%
City	Healdsburg	Sonoma	0.032%		0.0266929%
City	Petaluma	Sonoma	0.081%		0.0667507%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		0.0340759%
City	Santa Rosa	Sonoma	0.184%		0.1519070%
City	Sonoma	Sonoma	0.022%		0.0183438%
City	Windsor	Sonoma	0.016%		0.0129298%
County	<i>Stanislaus County</i>	Stanislaus	1.722%		1.4182273%
City	Ceres	Stanislaus	0.041%		0.0340260%
City	Modesto	Stanislaus	0.217%		0.1788759%
City	Newman	Stanislaus	0.006%		0.0046964%
City	Oakdale	Stanislaus	0.018%		0.0145531%
City	Patterson	Stanislaus	0.015%		0.0126590%
City	Riverbank	Stanislaus	0.010%		0.0085699%
City	Turlock	Stanislaus	0.065%		0.0531966%



APPENDIX 1

County	<i>Sutter County</i>	Sutter	0.306%	0.374%	0.3179548%
City	Yuba City	Sutter	0.074%		0.0606242%
County	<i>Tehama County</i>	Tehama	0.213%	0.261%	0.2216654%
City	Red Bluff	Tehama	0.014%		0.0117771%
County	<i>Trinity County</i>	Trinity	0.082%	0.101%	0.0855476%
County	<i>Tulare County</i>	Tulare	0.809%	0.990%	0.8410949%
City	Dinuba	Tulare	0.014%		0.0116929%
City	Exeter	Tulare	0.004%		0.0032479%
City	Farmersville	Tulare	0.003%		0.0027879%
City	Lindsay	Tulare	0.007%		0.0057111%
City	Porterville	Tulare	0.021%		0.0171845%
City	Tulare	Tulare	0.037%		0.0302273%
City	Visalia	Tulare	0.066%		0.0545872%
County	<i>Tuolumne County</i>	Tuolumne	0.486%	0.594%	0.5047621%
County	<i>Ventura County</i>	Ventura	2.192%	2.681%	2.2781201%
City	Camarillo	Ventura	0.002%		0.0012815%
City	Fillmore	Ventura	0.002%		0.0020294%
City	Moorpark	Ventura	0.008%		0.0067337%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	0.1617338%
City	Port Hueneme	Ventura	0.021%		0.0174145%
City	San Buenaventura (Ventura)	Ventura	0.085%		0.0702181%
City	Santa Paula	Ventura	0.014%		0.0119072%
City	Simi Valley	Ventura	0.065%		0.0533043%
City	Thousand Oaks	Ventura	0.022%		0.0179902%
County	<i>Yolo County</i>	Yolo	0.357%	0.437%	0.3713319%
City	Davis	Yolo	0.055%		0.0451747%
City	West Sacramento	Yolo	0.066%		0.0544321%
City	Woodland	Yolo	0.058%		0.0477904%
County	<i>Yuba County</i>	Yuba	0.214%	0.262%	0.2225679%
City	Marysville	Yuba	0.014%		0.0112079%



APPENDIX 2

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]



**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.



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 California¹ 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.



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 AmerisourceBergen Corporation), 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,



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



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



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.

///



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



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.



The undersigned, Pittsburg 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: _____



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.



APPENDIX 1

			100.000%	100.000%	100.000%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<i>Alameda County</i>	Alameda	2.332%	2.853%	2.4237952%
City	Alameda	Alameda	0.069%		0.0570162%
City	Albany	Alameda	0.013%		0.0107768%
City	Berkeley	Alameda	0.152%		0.1249656%
City	Dublin	Alameda	0.033%	0.040%	0.0338810%
City	Emeryville	Alameda	0.023%		0.0185765%
City	Fremont	Alameda	0.108%		0.0888576%
City	Hayward	Alameda	0.117%		0.0966218%
City	Livermore	Alameda	0.054%		0.0446740%
City	Newark	Alameda	0.026%		0.0217626%
City	Oakland	Alameda	0.486%	0.595%	0.5055601%
City	Piedmont	Alameda	0.014%		0.0114064%
City	Pleasanton	Alameda	0.067%		0.0554547%
City	San Leandro	Alameda	0.039%		0.0321267%
City	Union City	Alameda	0.043%		0.0352484%
County	<i>Amador County</i>	Amador	0.226%	0.277%	0.2349885%
County	<i>Butte County</i>	Butte	1.615%	1.975%	1.6783178%
City	Chico	Butte	0.216%	0.264%	0.2246499%
City	Oroville	Butte	0.079%		0.0646595%
County	<i>Calaveras County</i>	Calaveras	0.226%	0.277%	0.2351644%
County	<i>Colusa County</i>	Colusa	0.059%		0.0489221%
County	<i>Contra Costa County</i>	Contra Costa	2.102%	2.571%	2.1844585%
City	Antioch	Contra Costa	0.037%		0.0301879%
City	Brentwood	Contra Costa	0.026%		0.0215339%
City	Clayton	Contra Costa	0.002%		0.0018060%
City	Concord	Contra Costa	0.055%		0.0456676%
City	Danville	Contra Costa	0.010%		0.0082255%
City	El Cerrito	Contra Costa	0.023%		0.0189024%
City	Hercules	Contra Costa	0.010%		0.0078273%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		0.0046030%



APPENDIX 1

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%



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	<i>Inyo County</i>	Inyo	0.073%	0.089%	0.0754413%
County	<i>Kern County</i>	Kern	2.517%	3.079%	2.6159145%
City	Arvin	Kern	0.006%		0.0046425%
City	Bakersfield	Kern	0.212%		0.1747198%
City	California City	Kern	0.009%		0.0070820%
City	Delano	Kern	0.030%		0.0249316%
City	McFarland	Kern	0.003%		0.0025644%
City	Ridgecrest	Kern	0.015%		0.0120938%
City	Shafter	Kern	0.013%		0.0103417%
City	Tehachapi	Kern	0.009%		0.0073580%
City	Wasco	Kern	0.008%		0.0069861%
County	<i>Kings County</i>	Kings	0.293%		0.2413469%
City	Avenal	Kings	0.007%		0.0056335%
City	Corcoran	Kings	0.013%		0.0107032%
City	Hanford	Kings	0.027%		0.0226038%
City	Lemoore	Kings	0.016%		0.0131900%
County	<i>Lake County</i>	Lake	0.795%		0.6545389%
City	Clearlake	Lake	0.041%	0.050%	0.0426253%
City	Lakeport	Lake	0.021%	0.026%	0.0222964%
County	<i>Lassen County</i>	Lassen	0.319%	0.391%	0.3320610%
City	Susanville	Lassen	0.027%		0.0219295%
County	<i>Los Angeles County</i>	Los Angeles	13.896%	16.999%	14.4437559%
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%



APPENDIX 1

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 %



APPENDIX 1

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%



APPENDIX 1

City	Whittier	Los Angeles	0.032%		0.0260581%
County	<i>Madera County</i>	Madera	0.349%	0.427%	0.3630669%
City	Chowchilla	Madera	0.012%		0.0097332%
City	Madera	Madera	0.039%		0.0318441%
County	<i>Marin County</i>	Marin	0.564%	0.690%	0.5861325%
City	Larkspur	Marin	0.015%		0.0124697%
City	Mill Valley	Marin	0.020%		0.0168401%
City	Novato	Marin	0.028%		0.0229824%
City	San Anselmo	Marin	0.009%		0.0078062%
City	San Rafael	Marin	0.089%		0.0729823%
County	<i>Mariposa County</i>	Mariposa	0.084%	0.103%	0.0876131%
County	<i>Mendocino County</i>	Mendocino	0.439%	0.536%	0.4558394%
City	Ukiah	Mendocino	0.039%		0.0317153%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<i>Merced County</i>	Merced	0.551%	0.674%	0.5724262%
City	Atwater	Merced	0.024%		0.0195846%
City	Livingston	Merced	0.006%		0.0045873%
City	Los Banos	Merced	0.020%		0.0165142%
City	Merced	Merced	0.061%		0.0500762%
County	<i>Modoc County</i>	Modoc	0.065%	0.080%	0.0678250%
County	<i>Mono County</i>	Mono	0.023%	0.029%	0.0242606%
County	<i>Monterey County</i>	Monterey	0.908%	1.111%	0.9437083%
City	Greenfield	Monterey	0.006%		0.0050552%
City	King City	Monterey	0.005%		0.0037355%
City	Marina	Monterey	0.017%		0.0144098%
City	Monterey	Monterey	0.041%		0.0336540%
City	Pacific Grove	Monterey	0.009%		0.0074842%
City	Salinas	Monterey	0.094%		0.0776576%
City	Seaside	Monterey	0.023%		0.0191772%
City	Soledad	Monterey	0.007%		0.0060870%
County	<i>Napa County</i>	Napa	0.288%	0.352%	0.2994325%
City	American Canyon	Napa	0.017%		0.0136869%
City	Napa	Napa	0.078%		0.0642783%
County	<i>Nevada County</i>	Nevada	0.441%	0.539%	0.4579827%
City	Grass Valley	Nevada	0.024%		0.0197805%



APPENDIX 1

City	Truckee	Nevada	0.003%		0.0023843%
County	<i>Orange County</i>	Orange	4.364%	5.339%	4.5363576%
City	Aliso Viejo	Orange	0.014%		0.0113841%
City	Anaheim	Orange	0.554%	0.678%	0.5759282%
City	Brea	Orange	0.086%		0.0708897%
City	Buena Park	Orange	0.087%		0.0714352%
City	Costa Mesa	Orange	0.124%	0.152%	0.1288366%
City	Cypress	Orange	0.033%		0.0271937%
City	Dana Point	Orange	0.001%		0.0005560%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%
City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%



APPENDIX 1

City	Yorba Linda	Orange	0.044%		0.0362223%
County	<i>Placer County</i>	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	<i>Plumas County</i>	Plumas	0.205%	0.251%	0.2128729%
County	<i>Riverside County</i>	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%



APPENDIX 1

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



APPENDIX 1

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



APPENDIX 1

County	<i>San Mateo County</i>	San Mateo	1.074%	1.313%	1.1159599%
City	Belmont	San Mateo	0.021%		0.0169860%
City	Burlingame	San Mateo	0.019%		0.0152537%
City	Daly City	San Mateo	0.044%		0.0363880%
City	East Palo Alto	San Mateo	0.013%		0.0103982%
City	Foster City	San Mateo	0.020%		0.0166101%
City	Half Moon Bay	San Mateo	0.004%		0.0031638%
City	Hillsborough	San Mateo	0.013%		0.0110029%
City	Menlo Park	San Mateo	0.015%		0.0126209%
City	Millbrae	San Mateo	0.013%		0.0105836%
City	Pacifica	San Mateo	0.016%		0.0130625%
City	Redwood City	San Mateo	0.056%		0.0463511%
City	San Bruno	San Mateo	0.021%		0.0172161%
City	San Carlos	San Mateo	0.013%		0.0108885%
City	San Mateo	San Mateo	0.052%		0.0425841%
City	South San Francisco	San Mateo	0.043%		0.0353943%
County	<i>Santa Barbara County</i>	Santa Barbara	1.132%	1.385%	1.1768968%
City	Carpinteria	Santa Barbara	0.001%		0.0008938%
City	Goleta	Santa Barbara	0.004%		0.0028969%
City	Lompoc	Santa Barbara	0.047%		0.0389379%
City	Santa Barbara	Santa Barbara	0.122%		0.1004559%
City	Santa Maria	Santa Barbara	0.058%		0.0479179%
County	<i>Santa Clara County</i>	Santa Clara	2.404%	2.941%	2.4987553%
City	Campbell	Santa Clara	0.014%		0.0112566%
City	Cupertino	Santa Clara	0.008%		0.0066824%
City	Gilroy	Santa Clara	0.025%		0.0202891%
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%



APPENDIX 1

City	Saratoga	Santa Clara	0.004%		0.0034161%
City	Sunnyvale	Santa Clara	0.053%		0.0434069%
County	<i>Santa Cruz County</i>	Santa Cruz	0.783%	0.957%	0.8135396%
City	Capitola	Santa Cruz	0.020%		0.0168191%
City	Santa Cruz	Santa Cruz	0.143%		0.1180348%
City	Scotts Valley	Santa Cruz	0.015%		0.0126525%
City	Watsonville	Santa Cruz	0.063%		0.0520136%
County	<i>Shasta County</i>	Shasta	1.095%	1.339%	1.1380191%
City	Anderson	Shasta	0.024%		0.0198896%
City	Redding	Shasta	0.284%		0.2334841%
City	Shasta Lake	Shasta	0.004%		0.0031993%
County	<i>Siskiyou County</i>	Siskiyou	0.228%	0.279%	0.2373393%
County	<i>Solano County</i>	Solano	0.760%		0.6260795%
City	Benicia	Solano	0.031%		0.0253903%
City	Dixon	Solano	0.016%		0.0130849%
City	Fairfield	Solano	0.109%		0.0897317%
City	Suisun City	Solano	0.021%		0.0176183%
City	Vacaville	Solano	0.119%		0.0976497%
City	Vallejo	Solano	0.167%		0.1373644%
County	<i>Sonoma County</i>	Sonoma	1.218%	1.490%	1.2661290%
City	Healdsburg	Sonoma	0.032%		0.0266929%
City	Petaluma	Sonoma	0.081%		0.0667507%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		0.0340759%
City	Santa Rosa	Sonoma	0.184%		0.1519070%
City	Sonoma	Sonoma	0.022%		0.0183438%
City	Windsor	Sonoma	0.016%		0.0129298%
County	<i>Stanislaus County</i>	Stanislaus	1.722%		1.4182273%
City	Ceres	Stanislaus	0.041%		0.0340260%
City	Modesto	Stanislaus	0.217%		0.1788759%
City	Newman	Stanislaus	0.006%		0.0046964%
City	Oakdale	Stanislaus	0.018%		0.0145531%
City	Patterson	Stanislaus	0.015%		0.0126590%
City	Riverbank	Stanislaus	0.010%		0.0085699%
City	Turlock	Stanislaus	0.065%		0.0531966%



APPENDIX 1

County	<i>Sutter County</i>	Sutter	0.306%	0.374%	0.3179548%
City	Yuba City	Sutter	0.074%		0.0606242%
County	<i>Tehama County</i>	Tehama	0.213%	0.261%	0.2216654%
City	Red Bluff	Tehama	0.014%		0.0117771%
County	<i>Trinity County</i>	Trinity	0.082%	0.101%	0.0855476%
County	<i>Tulare County</i>	Tulare	0.809%	0.990%	0.8410949%
City	Dinuba	Tulare	0.014%		0.0116929%
City	Exeter	Tulare	0.004%		0.0032479%
City	Farmersville	Tulare	0.003%		0.0027879%
City	Lindsay	Tulare	0.007%		0.0057111%
City	Porterville	Tulare	0.021%		0.0171845%
City	Tulare	Tulare	0.037%		0.0302273%
City	Visalia	Tulare	0.066%		0.0545872%
County	<i>Tuolumne County</i>	Tuolumne	0.486%	0.594%	0.5047621%
County	<i>Ventura County</i>	Ventura	2.192%	2.681%	2.2781201%
City	Camarillo	Ventura	0.002%		0.0012815%
City	Fillmore	Ventura	0.002%		0.0020294%
City	Moorpark	Ventura	0.008%		0.0067337%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	0.1617338%
City	Port Hueneme	Ventura	0.021%		0.0174145%
City	San Buenaventura (Ventura)	Ventura	0.085%		0.0702181%
City	Santa Paula	Ventura	0.014%		0.0119072%
City	Simi Valley	Ventura	0.065%		0.0533043%
City	Thousand Oaks	Ventura	0.022%		0.0179902%
County	<i>Yolo County</i>	Yolo	0.357%	0.437%	0.3713319%
City	Davis	Yolo	0.055%		0.0451747%
City	West Sacramento	Yolo	0.066%		0.0544321%
City	Woodland	Yolo	0.058%		0.0477904%
County	<i>Yuba County</i>	Yuba	0.214%	0.262%	0.2225679%
City	Marysville	Yuba	0.014%		0.0112079%



APPENDIX 2

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]





**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.



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 California¹ 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.



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 AmerisourceBergen Corporation), 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



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



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,



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.

///



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



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.



The undersigned, Pittsburg 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: _____



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.



APPENDIX 1

			100.000%	100.000%	100.000%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<i>Alameda County</i>	Alameda	2.332%	2.853%	2.4237952%
City	Alameda	Alameda	0.069%		0.0570162%
City	Albany	Alameda	0.013%		0.0107768%
City	Berkeley	Alameda	0.152%		0.1249656%
City	Dublin	Alameda	0.033%	0.040%	0.0338810%
City	Emeryville	Alameda	0.023%		0.0185765%
City	Fremont	Alameda	0.108%		0.0888576%
City	Hayward	Alameda	0.117%		0.0966218%
City	Livermore	Alameda	0.054%		0.0446740%
City	Newark	Alameda	0.026%		0.0217626%
City	Oakland	Alameda	0.486%	0.595%	0.5055601%
City	Piedmont	Alameda	0.014%		0.0114064%
City	Pleasanton	Alameda	0.067%		0.0554547%
City	San Leandro	Alameda	0.039%		0.0321267%
City	Union City	Alameda	0.043%		0.0352484%
County	<i>Amador County</i>	Amador	0.226%	0.277%	0.2349885%
County	<i>Butte County</i>	Butte	1.615%	1.975%	1.6783178%
City	Chico	Butte	0.216%	0.264%	0.2246499%
City	Oroville	Butte	0.079%		0.0646595%
County	<i>Calaveras County</i>	Calaveras	0.226%	0.277%	0.2351644%
County	<i>Colusa County</i>	Colusa	0.059%		0.0489221%
County	<i>Contra Costa County</i>	Contra Costa	2.102%	2.571%	2.1844585%
City	Antioch	Contra Costa	0.037%		0.0301879%
City	Brentwood	Contra Costa	0.026%		0.0215339%
City	Clayton	Contra Costa	0.002%		0.0018060%
City	Concord	Contra Costa	0.055%		0.0456676%
City	Danville	Contra Costa	0.010%		0.0082255%
City	El Cerrito	Contra Costa	0.023%		0.0189024%
City	Hercules	Contra Costa	0.010%		0.0078273%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		0.0046030%



APPENDIX 1

City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<i>Del Norte County</i>	Del Norte	0.114%	0.140%	0.1189608%
County	<i>El Dorado County</i>	El Dorado	0.768%	0.939%	0.7980034%
City	Placerville	El Dorado	0.015%		0.0127642%
City	South Lake Tahoe	El Dorado	0.081%		0.0665456%
County	<i>Fresno County</i>	Fresno	1.895%	2.318%	1.9693410%
City	Clovis	Fresno	0.065%		0.0536211%
City	Coalinga	Fresno	0.012%		0.0098554%
City	Fresno	Fresno	0.397%		0.3270605%
City	Kerman	Fresno	0.005%		0.0042534%
City	Kingsburg	Fresno	0.008%		0.0066167%
City	Mendota	Fresno	0.002%		0.0019387%
City	Orange Cove	Fresno	0.004%		0.0035607%
City	Parlier	Fresno	0.008%		0.0069755%
City	Reedley	Fresno	0.012%		0.0098804%
City	Sanger	Fresno	0.018%		0.0146135%
City	Selma	Fresno	0.015%		0.0127537%
County	<i>Glenn County</i>	Glenn	0.107%	0.131%	0.1116978%
County	<i>Humboldt County</i>	Humboldt	1.030%	1.260%	1.0703185%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Arcata	Humboldt	0.054%		0.0447660%
City	Eureka	Humboldt	0.117%	0.143%	0.1216284%
City	Fortuna	Humboldt	0.032%		0.0266837%
County	<i>Imperial County</i>	Imperial	0.258%	0.315%	0.2679006%
City	Brawley	Imperial	0.011%		0.0087986%



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	<i>Inyo County</i>	Inyo	0.073%	0.089%	0.0754413%
County	<i>Kern County</i>	Kern	2.517%	3.079%	2.6159145%
City	Arvin	Kern	0.006%		0.0046425%
City	Bakersfield	Kern	0.212%		0.1747198%
City	California City	Kern	0.009%		0.0070820%
City	Delano	Kern	0.030%		0.0249316%
City	McFarland	Kern	0.003%		0.0025644%
City	Ridgecrest	Kern	0.015%		0.0120938%
City	Shafter	Kern	0.013%		0.0103417%
City	Tehachapi	Kern	0.009%		0.0073580%
City	Wasco	Kern	0.008%		0.0069861%
County	<i>Kings County</i>	Kings	0.293%		0.2413469%
City	Avenal	Kings	0.007%		0.0056335%
City	Corcoran	Kings	0.013%		0.0107032%
City	Hanford	Kings	0.027%		0.0226038%
City	Lemoore	Kings	0.016%		0.0131900%
County	<i>Lake County</i>	Lake	0.795%		0.6545389%
City	Clearlake	Lake	0.041%	0.050%	0.0426253%
City	Lakeport	Lake	0.021%	0.026%	0.0222964%
County	<i>Lassen County</i>	Lassen	0.319%	0.391%	0.3320610%
City	Susanville	Lassen	0.027%		0.0219295%
County	<i>Los Angeles County</i>	Los Angeles	13.896%	16.999%	14.4437559%
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%



APPENDIX 1

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 %



APPENDIX 1

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%



APPENDIX 1

City	Whittier	Los Angeles	0.032%		0.0260581%
County	<i>Madera County</i>	Madera	0.349%	0.427%	0.3630669%
City	Chowchilla	Madera	0.012%		0.0097332%
City	Madera	Madera	0.039%		0.0318441%
County	<i>Marin County</i>	Marin	0.564%	0.690%	0.5861325%
City	Larkspur	Marin	0.015%		0.0124697%
City	Mill Valley	Marin	0.020%		0.0168401%
City	Novato	Marin	0.028%		0.0229824%
City	San Anselmo	Marin	0.009%		0.0078062%
City	San Rafael	Marin	0.089%		0.0729823%
County	<i>Mariposa County</i>	Mariposa	0.084%	0.103%	0.0876131%
County	<i>Mendocino County</i>	Mendocino	0.439%	0.536%	0.4558394%
City	Ukiah	Mendocino	0.039%		0.0317153%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<i>Merced County</i>	Merced	0.551%	0.674%	0.5724262%
City	Atwater	Merced	0.024%		0.0195846%
City	Livingston	Merced	0.006%		0.0045873%
City	Los Banos	Merced	0.020%		0.0165142%
City	Merced	Merced	0.061%		0.0500762%
County	<i>Modoc County</i>	Modoc	0.065%	0.080%	0.0678250%
County	<i>Mono County</i>	Mono	0.023%	0.029%	0.0242606%
County	<i>Monterey County</i>	Monterey	0.908%	1.111%	0.9437083%
City	Greenfield	Monterey	0.006%		0.0050552%
City	King City	Monterey	0.005%		0.0037355%
City	Marina	Monterey	0.017%		0.0144098%
City	Monterey	Monterey	0.041%		0.0336540%
City	Pacific Grove	Monterey	0.009%		0.0074842%
City	Salinas	Monterey	0.094%		0.0776576%
City	Seaside	Monterey	0.023%		0.0191772%
City	Soledad	Monterey	0.007%		0.0060870%
County	<i>Napa County</i>	Napa	0.288%	0.352%	0.2994325%
City	American Canyon	Napa	0.017%		0.0136869%
City	Napa	Napa	0.078%		0.0642783%
County	<i>Nevada County</i>	Nevada	0.441%	0.539%	0.4579827%
City	Grass Valley	Nevada	0.024%		0.0197805%



APPENDIX 1

City	Truckee	Nevada	0.003%		0.0023843%
County	<i>Orange County</i>	Orange	4.364%	5.339%	4.5363576%
City	Aliso Viejo	Orange	0.014%		0.0113841%
City	Anaheim	Orange	0.554%	0.678%	0.5759282%
City	Brea	Orange	0.086%		0.0708897%
City	Buena Park	Orange	0.087%		0.0714352%
City	Costa Mesa	Orange	0.124%	0.152%	0.1288366%
City	Cypress	Orange	0.033%		0.0271937%
City	Dana Point	Orange	0.001%		0.0005560%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%
City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%



APPENDIX 1

City	Yorba Linda	Orange	0.044%		0.0362223%
County	<i>Placer County</i>	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	<i>Plumas County</i>	Plumas	0.205%	0.251%	0.2128729%
County	<i>Riverside County</i>	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%



APPENDIX 1

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



APPENDIX 1

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



APPENDIX 1

County	<i>San Mateo County</i>	San Mateo	1.074%	1.313%	1.1159599%
City	Belmont	San Mateo	0.021%		0.0169860%
City	Burlingame	San Mateo	0.019%		0.0152537%
City	Daly City	San Mateo	0.044%		0.0363880%
City	East Palo Alto	San Mateo	0.013%		0.0103982%
City	Foster City	San Mateo	0.020%		0.0166101%
City	Half Moon Bay	San Mateo	0.004%		0.0031638%
City	Hillsborough	San Mateo	0.013%		0.0110029%
City	Menlo Park	San Mateo	0.015%		0.0126209%
City	Millbrae	San Mateo	0.013%		0.0105836%
City	Pacifica	San Mateo	0.016%		0.0130625%
City	Redwood City	San Mateo	0.056%		0.0463511%
City	San Bruno	San Mateo	0.021%		0.0172161%
City	San Carlos	San Mateo	0.013%		0.0108885%
City	San Mateo	San Mateo	0.052%		0.0425841%
City	South San Francisco	San Mateo	0.043%		0.0353943%
County	<i>Santa Barbara County</i>	Santa Barbara	1.132%	1.385%	1.1768968%
City	Carpinteria	Santa Barbara	0.001%		0.0008938%
City	Goleta	Santa Barbara	0.004%		0.0028969%
City	Lompoc	Santa Barbara	0.047%		0.0389379%
City	Santa Barbara	Santa Barbara	0.122%		0.1004559%
City	Santa Maria	Santa Barbara	0.058%		0.0479179%
County	<i>Santa Clara County</i>	Santa Clara	2.404%	2.941%	2.4987553%
City	Campbell	Santa Clara	0.014%		0.0112566%
City	Cupertino	Santa Clara	0.008%		0.0066824%
City	Gilroy	Santa Clara	0.025%		0.0202891%
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%



APPENDIX 1

City	Saratoga	Santa Clara	0.004%		0.0034161%
City	Sunnyvale	Santa Clara	0.053%		0.0434069%
County	<i>Santa Cruz County</i>	Santa Cruz	0.783%	0.957%	0.8135396%
City	Capitola	Santa Cruz	0.020%		0.0168191%
City	Santa Cruz	Santa Cruz	0.143%		0.1180348%
City	Scotts Valley	Santa Cruz	0.015%		0.0126525%
City	Watsonville	Santa Cruz	0.063%		0.0520136%
County	<i>Shasta County</i>	Shasta	1.095%	1.339%	1.1380191%
City	Anderson	Shasta	0.024%		0.0198896%
City	Redding	Shasta	0.284%		0.2334841%
City	Shasta Lake	Shasta	0.004%		0.0031993%
County	<i>Siskiyou County</i>	Siskiyou	0.228%	0.279%	0.2373393%
County	<i>Solano County</i>	Solano	0.760%		0.6260795%
City	Benicia	Solano	0.031%		0.0253903%
City	Dixon	Solano	0.016%		0.0130849%
City	Fairfield	Solano	0.109%		0.0897317%
City	Suisun City	Solano	0.021%		0.0176183%
City	Vacaville	Solano	0.119%		0.0976497%
City	Vallejo	Solano	0.167%		0.1373644%
County	<i>Sonoma County</i>	Sonoma	1.218%	1.490%	1.2661290%
City	Healdsburg	Sonoma	0.032%		0.0266929%
City	Petaluma	Sonoma	0.081%		0.0667507%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		0.0340759%
City	Santa Rosa	Sonoma	0.184%		0.1519070%
City	Sonoma	Sonoma	0.022%		0.0183438%
City	Windsor	Sonoma	0.016%		0.0129298%
County	<i>Stanislaus County</i>	Stanislaus	1.722%		1.4182273%
City	Ceres	Stanislaus	0.041%		0.0340260%
City	Modesto	Stanislaus	0.217%		0.1788759%
City	Newman	Stanislaus	0.006%		0.0046964%
City	Oakdale	Stanislaus	0.018%		0.0145531%
City	Patterson	Stanislaus	0.015%		0.0126590%
City	Riverbank	Stanislaus	0.010%		0.0085699%
City	Turlock	Stanislaus	0.065%		0.0531966%



APPENDIX 1

County	<i>Sutter County</i>	Sutter	0.306%	0.374%	0.3179548%
City	Yuba City	Sutter	0.074%		0.0606242%
County	<i>Tehama County</i>	Tehama	0.213%	0.261%	0.2216654%
City	Red Bluff	Tehama	0.014%		0.0117771%
County	<i>Trinity County</i>	Trinity	0.082%	0.101%	0.0855476%
County	<i>Tulare County</i>	Tulare	0.809%	0.990%	0.8410949%
City	Dinuba	Tulare	0.014%		0.0116929%
City	Exeter	Tulare	0.004%		0.0032479%
City	Farmersville	Tulare	0.003%		0.0027879%
City	Lindsay	Tulare	0.007%		0.0057111%
City	Porterville	Tulare	0.021%		0.0171845%
City	Tulare	Tulare	0.037%		0.0302273%
City	Visalia	Tulare	0.066%		0.0545872%
County	<i>Tuolumne County</i>	Tuolumne	0.486%	0.594%	0.5047621%
County	<i>Ventura County</i>	Ventura	2.192%	2.681%	2.2781201%
City	Camarillo	Ventura	0.002%		0.0012815%
City	Fillmore	Ventura	0.002%		0.0020294%
City	Moorpark	Ventura	0.008%		0.0067337%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	0.1617338%
City	Port Hueneme	Ventura	0.021%		0.0174145%
City	San Buenaventura (Ventura)	Ventura	0.085%		0.0702181%
City	Santa Paula	Ventura	0.014%		0.0119072%
City	Simi Valley	Ventura	0.065%		0.0533043%
City	Thousand Oaks	Ventura	0.022%		0.0179902%
County	<i>Yolo County</i>	Yolo	0.357%	0.437%	0.3713319%
City	Davis	Yolo	0.055%		0.0451747%
City	West Sacramento	Yolo	0.066%		0.0544321%
City	Woodland	Yolo	0.058%		0.0477904%
County	<i>Yuba County</i>	Yuba	0.214%	0.262%	0.2225679%
City	Marysville	Yuba	0.014%		0.0112079%



APPENDIX 2

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]



**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.



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 California¹ 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.



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 AmerisourceBergen Corporation), 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.



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



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.



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.

///



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



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.



The undersigned, Pittsburg 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: _____



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.



APPENDIX 1

			100.000%	100.000%	100.000%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<i>Alameda County</i>	Alameda	2.332%	2.853%	2.4237952%
City	Alameda	Alameda	0.069%		0.0570162%
City	Albany	Alameda	0.013%		0.0107768%
City	Berkeley	Alameda	0.152%		0.1249656%
City	Dublin	Alameda	0.033%	0.040%	0.0338810%
City	Emeryville	Alameda	0.023%		0.0185765%
City	Fremont	Alameda	0.108%		0.0888576%
City	Hayward	Alameda	0.117%		0.0966218%
City	Livermore	Alameda	0.054%		0.0446740%
City	Newark	Alameda	0.026%		0.0217626%
City	Oakland	Alameda	0.486%	0.595%	0.5055601%
City	Piedmont	Alameda	0.014%		0.0114064%
City	Pleasanton	Alameda	0.067%		0.0554547%
City	San Leandro	Alameda	0.039%		0.0321267%
City	Union City	Alameda	0.043%		0.0352484%
County	<i>Amador County</i>	Amador	0.226%	0.277%	0.2349885%
County	<i>Butte County</i>	Butte	1.615%	1.975%	1.6783178%
City	Chico	Butte	0.216%	0.264%	0.2246499%
City	Oroville	Butte	0.079%		0.0646595%
County	<i>Calaveras County</i>	Calaveras	0.226%	0.277%	0.2351644%
County	<i>Colusa County</i>	Colusa	0.059%		0.0489221%
County	<i>Contra Costa County</i>	Contra Costa	2.102%	2.571%	2.1844585%
City	Antioch	Contra Costa	0.037%		0.0301879%
City	Brentwood	Contra Costa	0.026%		0.0215339%
City	Clayton	Contra Costa	0.002%		0.0018060%
City	Concord	Contra Costa	0.055%		0.0456676%
City	Danville	Contra Costa	0.010%		0.0082255%
City	El Cerrito	Contra Costa	0.023%		0.0189024%
City	Hercules	Contra Costa	0.010%		0.0078273%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		0.0046030%



APPENDIX 1

City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<i>Del Norte County</i>	Del Norte	0.114%	0.140%	0.1189608%
County	<i>El Dorado County</i>	El Dorado	0.768%	0.939%	0.7980034%
City	Placerville	El Dorado	0.015%		0.0127642%
City	South Lake Tahoe	El Dorado	0.081%		0.0665456%
County	<i>Fresno County</i>	Fresno	1.895%	2.318%	1.9693410%
City	Clovis	Fresno	0.065%		0.0536211%
City	Coalinga	Fresno	0.012%		0.0098554%
City	Fresno	Fresno	0.397%		0.3270605%
City	Kerman	Fresno	0.005%		0.0042534%
City	Kingsburg	Fresno	0.008%		0.0066167%
City	Mendota	Fresno	0.002%		0.0019387%
City	Orange Cove	Fresno	0.004%		0.0035607%
City	Parlier	Fresno	0.008%		0.0069755%
City	Reedley	Fresno	0.012%		0.0098804%
City	Sanger	Fresno	0.018%		0.0146135%
City	Selma	Fresno	0.015%		0.0127537%
County	<i>Glenn County</i>	Glenn	0.107%	0.131%	0.1116978%
County	<i>Humboldt County</i>	Humboldt	1.030%	1.260%	1.0703185%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Arcata	Humboldt	0.054%		0.0447660%
City	Eureka	Humboldt	0.117%	0.143%	0.1216284%
City	Fortuna	Humboldt	0.032%		0.0266837%
County	<i>Imperial County</i>	Imperial	0.258%	0.315%	0.2679006%
City	Brawley	Imperial	0.011%		0.0087986%



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	<i>Inyo County</i>	Inyo	0.073%	0.089%	0.0754413%
County	<i>Kern County</i>	Kern	2.517%	3.079%	2.6159145%
City	Arvin	Kern	0.006%		0.0046425%
City	Bakersfield	Kern	0.212%		0.1747198%
City	California City	Kern	0.009%		0.0070820%
City	Delano	Kern	0.030%		0.0249316%
City	McFarland	Kern	0.003%		0.0025644%
City	Ridgecrest	Kern	0.015%		0.0120938%
City	Shafter	Kern	0.013%		0.0103417%
City	Tehachapi	Kern	0.009%		0.0073580%
City	Wasco	Kern	0.008%		0.0069861%
County	<i>Kings County</i>	Kings	0.293%		0.2413469%
City	Avenal	Kings	0.007%		0.0056335%
City	Corcoran	Kings	0.013%		0.0107032%
City	Hanford	Kings	0.027%		0.0226038%
City	Lemoore	Kings	0.016%		0.0131900%
County	<i>Lake County</i>	Lake	0.795%		0.6545389%
City	Clearlake	Lake	0.041%	0.050%	0.0426253%
City	Lakeport	Lake	0.021%	0.026%	0.0222964%
County	<i>Lassen County</i>	Lassen	0.319%	0.391%	0.3320610%
City	Susanville	Lassen	0.027%		0.0219295%
County	<i>Los Angeles County</i>	Los Angeles	13.896%	16.999%	14.4437559%
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%



APPENDIX 1

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 %



APPENDIX 1

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%



APPENDIX 1

City	Whittier	Los Angeles	0.032%		0.0260581%
County	<i>Madera County</i>	Madera	0.349%	0.427%	0.3630669%
City	Chowchilla	Madera	0.012%		0.0097332%
City	Madera	Madera	0.039%		0.0318441%
County	<i>Marin County</i>	Marin	0.564%	0.690%	0.5861325%
City	Larkspur	Marin	0.015%		0.0124697%
City	Mill Valley	Marin	0.020%		0.0168401%
City	Novato	Marin	0.028%		0.0229824%
City	San Anselmo	Marin	0.009%		0.0078062%
City	San Rafael	Marin	0.089%		0.0729823%
County	<i>Mariposa County</i>	Mariposa	0.084%	0.103%	0.0876131%
County	<i>Mendocino County</i>	Mendocino	0.439%	0.536%	0.4558394%
City	Ukiah	Mendocino	0.039%		0.0317153%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<i>Merced County</i>	Merced	0.551%	0.674%	0.5724262%
City	Atwater	Merced	0.024%		0.0195846%
City	Livingston	Merced	0.006%		0.0045873%
City	Los Banos	Merced	0.020%		0.0165142%
City	Merced	Merced	0.061%		0.0500762%
County	<i>Modoc County</i>	Modoc	0.065%	0.080%	0.0678250%
County	<i>Mono County</i>	Mono	0.023%	0.029%	0.0242606%
County	<i>Monterey County</i>	Monterey	0.908%	1.111%	0.9437083%
City	Greenfield	Monterey	0.006%		0.0050552%
City	King City	Monterey	0.005%		0.0037355%
City	Marina	Monterey	0.017%		0.0144098%
City	Monterey	Monterey	0.041%		0.0336540%
City	Pacific Grove	Monterey	0.009%		0.0074842%
City	Salinas	Monterey	0.094%		0.0776576%
City	Seaside	Monterey	0.023%		0.0191772%
City	Soledad	Monterey	0.007%		0.0060870%
County	<i>Napa County</i>	Napa	0.288%	0.352%	0.2994325%
City	American Canyon	Napa	0.017%		0.0136869%
City	Napa	Napa	0.078%		0.0642783%
County	<i>Nevada County</i>	Nevada	0.441%	0.539%	0.4579827%
City	Grass Valley	Nevada	0.024%		0.0197805%



APPENDIX 1

City	Truckee	Nevada	0.003%		0.0023843%
County	<i>Orange County</i>	Orange	4.364%	5.339%	4.5363576%
City	Aliso Viejo	Orange	0.014%		0.0113841%
City	Anaheim	Orange	0.554%	0.678%	0.5759282%
City	Brea	Orange	0.086%		0.0708897%
City	Buena Park	Orange	0.087%		0.0714352%
City	Costa Mesa	Orange	0.124%	0.152%	0.1288366%
City	Cypress	Orange	0.033%		0.0271937%
City	Dana Point	Orange	0.001%		0.0005560%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%
City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%



APPENDIX 1

City	Yorba Linda	Orange	0.044%		0.0362223%
County	<i>Placer County</i>	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	<i>Plumas County</i>	Plumas	0.205%	0.251%	0.2128729%
County	<i>Riverside County</i>	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%



APPENDIX 1

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



APPENDIX 1

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



APPENDIX 1

County	<i>San Mateo County</i>	San Mateo	1.074%	1.313%	1.1159599%
City	Belmont	San Mateo	0.021%		0.0169860%
City	Burlingame	San Mateo	0.019%		0.0152537%
City	Daly City	San Mateo	0.044%		0.0363880%
City	East Palo Alto	San Mateo	0.013%		0.0103982%
City	Foster City	San Mateo	0.020%		0.0166101%
City	Half Moon Bay	San Mateo	0.004%		0.0031638%
City	Hillsborough	San Mateo	0.013%		0.0110029%
City	Menlo Park	San Mateo	0.015%		0.0126209%
City	Millbrae	San Mateo	0.013%		0.0105836%
City	Pacifica	San Mateo	0.016%		0.0130625%
City	Redwood City	San Mateo	0.056%		0.0463511%
City	San Bruno	San Mateo	0.021%		0.0172161%
City	San Carlos	San Mateo	0.013%		0.0108885%
City	San Mateo	San Mateo	0.052%		0.0425841%
City	South San Francisco	San Mateo	0.043%		0.0353943%
County	<i>Santa Barbara County</i>	Santa Barbara	1.132%	1.385%	1.1768968%
City	Carpinteria	Santa Barbara	0.001%		0.0008938%
City	Goleta	Santa Barbara	0.004%		0.0028969%
City	Lompoc	Santa Barbara	0.047%		0.0389379%
City	Santa Barbara	Santa Barbara	0.122%		0.1004559%
City	Santa Maria	Santa Barbara	0.058%		0.0479179%
County	<i>Santa Clara County</i>	Santa Clara	2.404%	2.941%	2.4987553%
City	Campbell	Santa Clara	0.014%		0.0112566%
City	Cupertino	Santa Clara	0.008%		0.0066824%
City	Gilroy	Santa Clara	0.025%		0.0202891%
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%



APPENDIX 1

City	Saratoga	Santa Clara	0.004%		0.0034161%
City	Sunnyvale	Santa Clara	0.053%		0.0434069%
County	<i>Santa Cruz County</i>	Santa Cruz	0.783%	0.957%	0.8135396%
City	Capitola	Santa Cruz	0.020%		0.0168191%
City	Santa Cruz	Santa Cruz	0.143%		0.1180348%
City	Scotts Valley	Santa Cruz	0.015%		0.0126525%
City	Watsonville	Santa Cruz	0.063%		0.0520136%
County	<i>Shasta County</i>	Shasta	1.095%	1.339%	1.1380191%
City	Anderson	Shasta	0.024%		0.0198896%
City	Redding	Shasta	0.284%		0.2334841%
City	Shasta Lake	Shasta	0.004%		0.0031993%
County	<i>Siskiyou County</i>	Siskiyou	0.228%	0.279%	0.2373393%
County	<i>Solano County</i>	Solano	0.760%		0.6260795%
City	Benicia	Solano	0.031%		0.0253903%
City	Dixon	Solano	0.016%		0.0130849%
City	Fairfield	Solano	0.109%		0.0897317%
City	Suisun City	Solano	0.021%		0.0176183%
City	Vacaville	Solano	0.119%		0.0976497%
City	Vallejo	Solano	0.167%		0.1373644%
County	<i>Sonoma County</i>	Sonoma	1.218%	1.490%	1.2661290%
City	Healdsburg	Sonoma	0.032%		0.0266929%
City	Petaluma	Sonoma	0.081%		0.0667507%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		0.0340759%
City	Santa Rosa	Sonoma	0.184%		0.1519070%
City	Sonoma	Sonoma	0.022%		0.0183438%
City	Windsor	Sonoma	0.016%		0.0129298%
County	<i>Stanislaus County</i>	Stanislaus	1.722%		1.4182273%
City	Ceres	Stanislaus	0.041%		0.0340260%
City	Modesto	Stanislaus	0.217%		0.1788759%
City	Newman	Stanislaus	0.006%		0.0046964%
City	Oakdale	Stanislaus	0.018%		0.0145531%
City	Patterson	Stanislaus	0.015%		0.0126590%
City	Riverbank	Stanislaus	0.010%		0.0085699%
City	Turlock	Stanislaus	0.065%		0.0531966%



APPENDIX 1

County	<i>Sutter County</i>	Sutter	0.306%	0.374%	0.3179548%
City	Yuba City	Sutter	0.074%		0.0606242%
County	<i>Tehama County</i>	Tehama	0.213%	0.261%	0.2216654%
City	Red Bluff	Tehama	0.014%		0.0117771%
County	<i>Trinity County</i>	Trinity	0.082%	0.101%	0.0855476%
County	<i>Tulare County</i>	Tulare	0.809%	0.990%	0.8410949%
City	Dinuba	Tulare	0.014%		0.0116929%
City	Exeter	Tulare	0.004%		0.0032479%
City	Farmersville	Tulare	0.003%		0.0027879%
City	Lindsay	Tulare	0.007%		0.0057111%
City	Porterville	Tulare	0.021%		0.0171845%
City	Tulare	Tulare	0.037%		0.0302273%
City	Visalia	Tulare	0.066%		0.0545872%
County	<i>Tuolumne County</i>	Tuolumne	0.486%	0.594%	0.5047621%
County	<i>Ventura County</i>	Ventura	2.192%	2.681%	2.2781201%
City	Camarillo	Ventura	0.002%		0.0012815%
City	Fillmore	Ventura	0.002%		0.0020294%
City	Moorpark	Ventura	0.008%		0.0067337%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	0.1617338%
City	Port Hueneme	Ventura	0.021%		0.0174145%
City	San Buenaventura (Ventura)	Ventura	0.085%		0.0702181%
City	Santa Paula	Ventura	0.014%		0.0119072%
City	Simi Valley	Ventura	0.065%		0.0533043%
City	Thousand Oaks	Ventura	0.022%		0.0179902%
County	<i>Yolo County</i>	Yolo	0.357%	0.437%	0.3713319%
City	Davis	Yolo	0.055%		0.0451747%
City	West Sacramento	Yolo	0.066%		0.0544321%
City	Woodland	Yolo	0.058%		0.0477904%
County	<i>Yuba County</i>	Yuba	0.214%	0.262%	0.2225679%
City	Marysville	Yuba	0.014%		0.0112079%



APPENDIX 2

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]



**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.



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 California¹ 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.



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.



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



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.



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.

///



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



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.



The undersigned, Pittsburg 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: _____



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.



APPENDIX 1

			100.000%	100.000%	100.000%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<i>Alameda County</i>	Alameda	2.332%	2.853%	2.4237952%
City	Alameda	Alameda	0.069%		0.0570162%
City	Albany	Alameda	0.013%		0.0107768%
City	Berkeley	Alameda	0.152%		0.1249656%
City	Dublin	Alameda	0.033%	0.040%	0.0338810%
City	Emeryville	Alameda	0.023%		0.0185765%
City	Fremont	Alameda	0.108%		0.0888576%
City	Hayward	Alameda	0.117%		0.0966218%
City	Livermore	Alameda	0.054%		0.0446740%
City	Newark	Alameda	0.026%		0.0217626%
City	Oakland	Alameda	0.486%	0.595%	0.5055601%
City	Piedmont	Alameda	0.014%		0.0114064%
City	Pleasanton	Alameda	0.067%		0.0554547%
City	San Leandro	Alameda	0.039%		0.0321267%
City	Union City	Alameda	0.043%		0.0352484%
County	<i>Amador County</i>	Amador	0.226%	0.277%	0.2349885%
County	<i>Butte County</i>	Butte	1.615%	1.975%	1.6783178%
City	Chico	Butte	0.216%	0.264%	0.2246499%
City	Oroville	Butte	0.079%		0.0646595%
County	<i>Calaveras County</i>	Calaveras	0.226%	0.277%	0.2351644%
County	<i>Colusa County</i>	Colusa	0.059%		0.0489221%
County	<i>Contra Costa County</i>	Contra Costa	2.102%	2.571%	2.1844585%
City	Antioch	Contra Costa	0.037%		0.0301879%
City	Brentwood	Contra Costa	0.026%		0.0215339%
City	Clayton	Contra Costa	0.002%		0.0018060%
City	Concord	Contra Costa	0.055%		0.0456676%
City	Danville	Contra Costa	0.010%		0.0082255%
City	El Cerrito	Contra Costa	0.023%		0.0189024%
City	Hercules	Contra Costa	0.010%		0.0078273%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		0.0046030%



APPENDIX 1

City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<i>Del Norte County</i>	Del Norte	0.114%	0.140%	0.1189608%
County	<i>El Dorado County</i>	El Dorado	0.768%	0.939%	0.7980034%
City	Placerville	El Dorado	0.015%		0.0127642%
City	South Lake Tahoe	El Dorado	0.081%		0.0665456%
County	<i>Fresno County</i>	Fresno	1.895%	2.318%	1.9693410%
City	Clovis	Fresno	0.065%		0.0536211%
City	Coalinga	Fresno	0.012%		0.0098554%
City	Fresno	Fresno	0.397%		0.3270605%
City	Kerman	Fresno	0.005%		0.0042534%
City	Kingsburg	Fresno	0.008%		0.0066167%
City	Mendota	Fresno	0.002%		0.0019387%
City	Orange Cove	Fresno	0.004%		0.0035607%
City	Parlier	Fresno	0.008%		0.0069755%
City	Reedley	Fresno	0.012%		0.0098804%
City	Sanger	Fresno	0.018%		0.0146135%
City	Selma	Fresno	0.015%		0.0127537%
County	<i>Glenn County</i>	Glenn	0.107%	0.131%	0.1116978%
County	<i>Humboldt County</i>	Humboldt	1.030%	1.260%	1.0703185%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Arcata	Humboldt	0.054%		0.0447660%
City	Eureka	Humboldt	0.117%	0.143%	0.1216284%
City	Fortuna	Humboldt	0.032%		0.0266837%
County	<i>Imperial County</i>	Imperial	0.258%	0.315%	0.2679006%
City	Brawley	Imperial	0.011%		0.0087986%



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	<i>Inyo County</i>	Inyo	0.073%	0.089%	0.0754413%
County	<i>Kern County</i>	Kern	2.517%	3.079%	2.6159145%
City	Arvin	Kern	0.006%		0.0046425%
City	Bakersfield	Kern	0.212%		0.1747198%
City	California City	Kern	0.009%		0.0070820%
City	Delano	Kern	0.030%		0.0249316%
City	McFarland	Kern	0.003%		0.0025644%
City	Ridgecrest	Kern	0.015%		0.0120938%
City	Shafter	Kern	0.013%		0.0103417%
City	Tehachapi	Kern	0.009%		0.0073580%
City	Wasco	Kern	0.008%		0.0069861%
County	<i>Kings County</i>	Kings	0.293%		0.2413469%
City	Avenal	Kings	0.007%		0.0056335%
City	Corcoran	Kings	0.013%		0.0107032%
City	Hanford	Kings	0.027%		0.0226038%
City	Lemoore	Kings	0.016%		0.0131900%
County	<i>Lake County</i>	Lake	0.795%		0.6545389%
City	Clearlake	Lake	0.041%	0.050%	0.0426253%
City	Lakeport	Lake	0.021%	0.026%	0.0222964%
County	<i>Lassen County</i>	Lassen	0.319%	0.391%	0.3320610%
City	Susanville	Lassen	0.027%		0.0219295%
County	<i>Los Angeles County</i>	Los Angeles	13.896%	16.999%	14.4437559%
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%



APPENDIX 1

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 %



APPENDIX 1

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%



APPENDIX 1

City	Whittier	Los Angeles	0.032%		0.0260581%
County	<i>Madera County</i>	Madera	0.349%	0.427%	0.3630669%
City	Chowchilla	Madera	0.012%		0.0097332%
City	Madera	Madera	0.039%		0.0318441%
County	<i>Marin County</i>	Marin	0.564%	0.690%	0.5861325%
City	Larkspur	Marin	0.015%		0.0124697%
City	Mill Valley	Marin	0.020%		0.0168401%
City	Novato	Marin	0.028%		0.0229824%
City	San Anselmo	Marin	0.009%		0.0078062%
City	San Rafael	Marin	0.089%		0.0729823%
County	<i>Mariposa County</i>	Mariposa	0.084%	0.103%	0.0876131%
County	<i>Mendocino County</i>	Mendocino	0.439%	0.536%	0.4558394%
City	Ukiah	Mendocino	0.039%		0.0317153%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<i>Merced County</i>	Merced	0.551%	0.674%	0.5724262%
City	Atwater	Merced	0.024%		0.0195846%
City	Livingston	Merced	0.006%		0.0045873%
City	Los Banos	Merced	0.020%		0.0165142%
City	Merced	Merced	0.061%		0.0500762%
County	<i>Modoc County</i>	Modoc	0.065%	0.080%	0.0678250%
County	<i>Mono County</i>	Mono	0.023%	0.029%	0.0242606%
County	<i>Monterey County</i>	Monterey	0.908%	1.111%	0.9437083%
City	Greenfield	Monterey	0.006%		0.0050552%
City	King City	Monterey	0.005%		0.0037355%
City	Marina	Monterey	0.017%		0.0144098%
City	Monterey	Monterey	0.041%		0.0336540%
City	Pacific Grove	Monterey	0.009%		0.0074842%
City	Salinas	Monterey	0.094%		0.0776576%
City	Seaside	Monterey	0.023%		0.0191772%
City	Soledad	Monterey	0.007%		0.0060870%
County	<i>Napa County</i>	Napa	0.288%	0.352%	0.2994325%
City	American Canyon	Napa	0.017%		0.0136869%
City	Napa	Napa	0.078%		0.0642783%
County	<i>Nevada County</i>	Nevada	0.441%	0.539%	0.4579827%
City	Grass Valley	Nevada	0.024%		0.0197805%



APPENDIX 1

City	Truckee	Nevada	0.003%		0.0023843%
County	<i>Orange County</i>	Orange	4.364%	5.339%	4.5363576%
City	Aliso Viejo	Orange	0.014%		0.0113841%
City	Anaheim	Orange	0.554%	0.678%	0.5759282%
City	Brea	Orange	0.086%		0.0708897%
City	Buena Park	Orange	0.087%		0.0714352%
City	Costa Mesa	Orange	0.124%	0.152%	0.1288366%
City	Cypress	Orange	0.033%		0.0271937%
City	Dana Point	Orange	0.001%		0.0005560%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%
City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%



APPENDIX 1

City	Yorba Linda	Orange	0.044%		0.0362223%
County	<i>Placer County</i>	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	<i>Plumas County</i>	Plumas	0.205%	0.251%	0.2128729%
County	<i>Riverside County</i>	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%



APPENDIX 1

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



APPENDIX 1

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



APPENDIX 1

County	<i>San Mateo County</i>	San Mateo	1.074%	1.313%	1.1159599%
City	Belmont	San Mateo	0.021%		0.0169860%
City	Burlingame	San Mateo	0.019%		0.0152537%
City	Daly City	San Mateo	0.044%		0.0363880%
City	East Palo Alto	San Mateo	0.013%		0.0103982%
City	Foster City	San Mateo	0.020%		0.0166101%
City	Half Moon Bay	San Mateo	0.004%		0.0031638%
City	Hillsborough	San Mateo	0.013%		0.0110029%
City	Menlo Park	San Mateo	0.015%		0.0126209%
City	Millbrae	San Mateo	0.013%		0.0105836%
City	Pacifica	San Mateo	0.016%		0.0130625%
City	Redwood City	San Mateo	0.056%		0.0463511%
City	San Bruno	San Mateo	0.021%		0.0172161%
City	San Carlos	San Mateo	0.013%		0.0108885%
City	San Mateo	San Mateo	0.052%		0.0425841%
City	South San Francisco	San Mateo	0.043%		0.0353943%
County	<i>Santa Barbara County</i>	Santa Barbara	1.132%	1.385%	1.1768968%
City	Carpinteria	Santa Barbara	0.001%		0.0008938%
City	Goleta	Santa Barbara	0.004%		0.0028969%
City	Lompoc	Santa Barbara	0.047%		0.0389379%
City	Santa Barbara	Santa Barbara	0.122%		0.1004559%
City	Santa Maria	Santa Barbara	0.058%		0.0479179%
County	<i>Santa Clara County</i>	Santa Clara	2.404%	2.941%	2.4987553%
City	Campbell	Santa Clara	0.014%		0.0112566%
City	Cupertino	Santa Clara	0.008%		0.0066824%
City	Gilroy	Santa Clara	0.025%		0.0202891%
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%



APPENDIX 1

City	Saratoga	Santa Clara	0.004%		0.0034161%
City	Sunnyvale	Santa Clara	0.053%		0.0434069%
County	<i>Santa Cruz County</i>	Santa Cruz	0.783%	0.957%	0.8135396%
City	Capitola	Santa Cruz	0.020%		0.0168191%
City	Santa Cruz	Santa Cruz	0.143%		0.1180348%
City	Scotts Valley	Santa Cruz	0.015%		0.0126525%
City	Watsonville	Santa Cruz	0.063%		0.0520136%
County	<i>Shasta County</i>	Shasta	1.095%	1.339%	1.1380191%
City	Anderson	Shasta	0.024%		0.0198896%
City	Redding	Shasta	0.284%		0.2334841%
City	Shasta Lake	Shasta	0.004%		0.0031993%
County	<i>Siskiyou County</i>	Siskiyou	0.228%	0.279%	0.2373393%
County	<i>Solano County</i>	Solano	0.760%		0.6260795%
City	Benicia	Solano	0.031%		0.0253903%
City	Dixon	Solano	0.016%		0.0130849%
City	Fairfield	Solano	0.109%		0.0897317%
City	Suisun City	Solano	0.021%		0.0176183%
City	Vacaville	Solano	0.119%		0.0976497%
City	Vallejo	Solano	0.167%		0.1373644%
County	<i>Sonoma County</i>	Sonoma	1.218%	1.490%	1.2661290%
City	Healdsburg	Sonoma	0.032%		0.0266929%
City	Petaluma	Sonoma	0.081%		0.0667507%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		0.0340759%
City	Santa Rosa	Sonoma	0.184%		0.1519070%
City	Sonoma	Sonoma	0.022%		0.0183438%
City	Windsor	Sonoma	0.016%		0.0129298%
County	<i>Stanislaus County</i>	Stanislaus	1.722%		1.4182273%
City	Ceres	Stanislaus	0.041%		0.0340260%
City	Modesto	Stanislaus	0.217%		0.1788759%
City	Newman	Stanislaus	0.006%		0.0046964%
City	Oakdale	Stanislaus	0.018%		0.0145531%
City	Patterson	Stanislaus	0.015%		0.0126590%
City	Riverbank	Stanislaus	0.010%		0.0085699%
City	Turlock	Stanislaus	0.065%		0.0531966%



APPENDIX 1

County	<i>Sutter County</i>	Sutter	0.306%	0.374%	0.3179548%
City	Yuba City	Sutter	0.074%		0.0606242%
County	<i>Tehama County</i>	Tehama	0.213%	0.261%	0.2216654%
City	Red Bluff	Tehama	0.014%		0.0117771%
County	<i>Trinity County</i>	Trinity	0.082%	0.101%	0.0855476%
County	<i>Tulare County</i>	Tulare	0.809%	0.990%	0.8410949%
City	Dinuba	Tulare	0.014%		0.0116929%
City	Exeter	Tulare	0.004%		0.0032479%
City	Farmersville	Tulare	0.003%		0.0027879%
City	Lindsay	Tulare	0.007%		0.0057111%
City	Porterville	Tulare	0.021%		0.0171845%
City	Tulare	Tulare	0.037%		0.0302273%
City	Visalia	Tulare	0.066%		0.0545872%
County	<i>Tuolumne County</i>	Tuolumne	0.486%	0.594%	0.5047621%
County	<i>Ventura County</i>	Ventura	2.192%	2.681%	2.2781201%
City	Camarillo	Ventura	0.002%		0.0012815%
City	Fillmore	Ventura	0.002%		0.0020294%
City	Moorpark	Ventura	0.008%		0.0067337%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	0.1617338%
City	Port Hueneme	Ventura	0.021%		0.0174145%
City	San Buenaventura (Ventura)	Ventura	0.085%		0.0702181%
City	Santa Paula	Ventura	0.014%		0.0119072%
City	Simi Valley	Ventura	0.065%		0.0533043%
City	Thousand Oaks	Ventura	0.022%		0.0179902%
County	<i>Yolo County</i>	Yolo	0.357%	0.437%	0.3713319%
City	Davis	Yolo	0.055%		0.0451747%
City	West Sacramento	Yolo	0.066%		0.0544321%
City	Woodland	Yolo	0.058%		0.0477904%
County	<i>Yuba County</i>	Yuba	0.214%	0.262%	0.2225679%
City	Marysville	Yuba	0.014%		0.0112079%



APPENDIX 2

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]



**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.



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 California¹ 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.



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.



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



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.



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.

///



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



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.



The undersigned, Pittsburg 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: _____



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.



APPENDIX 1

			100.000%	100.000%	100.000%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<i>Alameda County</i>	Alameda	2.332%	2.853%	2.4237952%
City	Alameda	Alameda	0.069%		0.0570162%
City	Albany	Alameda	0.013%		0.0107768%
City	Berkeley	Alameda	0.152%		0.1249656%
City	Dublin	Alameda	0.033%	0.040%	0.0338810%
City	Emeryville	Alameda	0.023%		0.0185765%
City	Fremont	Alameda	0.108%		0.0888576%
City	Hayward	Alameda	0.117%		0.0966218%
City	Livermore	Alameda	0.054%		0.0446740%
City	Newark	Alameda	0.026%		0.0217626%
City	Oakland	Alameda	0.486%	0.595%	0.5055601%
City	Piedmont	Alameda	0.014%		0.0114064%
City	Pleasanton	Alameda	0.067%		0.0554547%
City	San Leandro	Alameda	0.039%		0.0321267%
City	Union City	Alameda	0.043%		0.0352484%
County	<i>Amador County</i>	Amador	0.226%	0.277%	0.2349885%
County	<i>Butte County</i>	Butte	1.615%	1.975%	1.6783178%
City	Chico	Butte	0.216%	0.264%	0.2246499%
City	Oroville	Butte	0.079%		0.0646595%
County	<i>Calaveras County</i>	Calaveras	0.226%	0.277%	0.2351644%
County	<i>Colusa County</i>	Colusa	0.059%		0.0489221%
County	<i>Contra Costa County</i>	Contra Costa	2.102%	2.571%	2.1844585%
City	Antioch	Contra Costa	0.037%		0.0301879%
City	Brentwood	Contra Costa	0.026%		0.0215339%
City	Clayton	Contra Costa	0.002%		0.0018060%
City	Concord	Contra Costa	0.055%		0.0456676%
City	Danville	Contra Costa	0.010%		0.0082255%
City	El Cerrito	Contra Costa	0.023%		0.0189024%
City	Hercules	Contra Costa	0.010%		0.0078273%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		0.0046030%



APPENDIX 1

City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<i>Del Norte County</i>	Del Norte	0.114%	0.140%	0.1189608%
County	<i>El Dorado County</i>	El Dorado	0.768%	0.939%	0.7980034%
City	Placerville	El Dorado	0.015%		0.0127642%
City	South Lake Tahoe	El Dorado	0.081%		0.0665456%
County	<i>Fresno County</i>	Fresno	1.895%	2.318%	1.9693410%
City	Clovis	Fresno	0.065%		0.0536211%
City	Coalinga	Fresno	0.012%		0.0098554%
City	Fresno	Fresno	0.397%		0.3270605%
City	Kerman	Fresno	0.005%		0.0042534%
City	Kingsburg	Fresno	0.008%		0.0066167%
City	Mendota	Fresno	0.002%		0.0019387%
City	Orange Cove	Fresno	0.004%		0.0035607%
City	Parlier	Fresno	0.008%		0.0069755%
City	Reedley	Fresno	0.012%		0.0098804%
City	Sanger	Fresno	0.018%		0.0146135%
City	Selma	Fresno	0.015%		0.0127537%
County	<i>Glenn County</i>	Glenn	0.107%	0.131%	0.1116978%
County	<i>Humboldt County</i>	Humboldt	1.030%	1.260%	1.0703185%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Arcata	Humboldt	0.054%		0.0447660%
City	Eureka	Humboldt	0.117%	0.143%	0.1216284%
City	Fortuna	Humboldt	0.032%		0.0266837%
County	<i>Imperial County</i>	Imperial	0.258%	0.315%	0.2679006%
City	Brawley	Imperial	0.011%		0.0087986%



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	<i>Inyo County</i>	Inyo	0.073%	0.089%	0.0754413%
County	<i>Kern County</i>	Kern	2.517%	3.079%	2.6159145%
City	Arvin	Kern	0.006%		0.0046425%
City	Bakersfield	Kern	0.212%		0.1747198%
City	California City	Kern	0.009%		0.0070820%
City	Delano	Kern	0.030%		0.0249316%
City	McFarland	Kern	0.003%		0.0025644%
City	Ridgecrest	Kern	0.015%		0.0120938%
City	Shafter	Kern	0.013%		0.0103417%
City	Tehachapi	Kern	0.009%		0.0073580%
City	Wasco	Kern	0.008%		0.0069861%
County	<i>Kings County</i>	Kings	0.293%		0.2413469%
City	Avenal	Kings	0.007%		0.0056335%
City	Corcoran	Kings	0.013%		0.0107032%
City	Hanford	Kings	0.027%		0.0226038%
City	Lemoore	Kings	0.016%		0.0131900%
County	<i>Lake County</i>	Lake	0.795%		0.6545389%
City	Clearlake	Lake	0.041%	0.050%	0.0426253%
City	Lakeport	Lake	0.021%	0.026%	0.0222964%
County	<i>Lassen County</i>	Lassen	0.319%	0.391%	0.3320610%
City	Susanville	Lassen	0.027%		0.0219295%
County	<i>Los Angeles County</i>	Los Angeles	13.896%	16.999%	14.4437559%
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%



APPENDIX 1

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 %



APPENDIX 1

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%



APPENDIX 1

City	Whittier	Los Angeles	0.032%		0.0260581%
County	<i>Madera County</i>	Madera	0.349%	0.427%	0.3630669%
City	Chowchilla	Madera	0.012%		0.0097332%
City	Madera	Madera	0.039%		0.0318441%
County	<i>Marin County</i>	Marin	0.564%	0.690%	0.5861325%
City	Larkspur	Marin	0.015%		0.0124697%
City	Mill Valley	Marin	0.020%		0.0168401%
City	Novato	Marin	0.028%		0.0229824%
City	San Anselmo	Marin	0.009%		0.0078062%
City	San Rafael	Marin	0.089%		0.0729823%
County	<i>Mariposa County</i>	Mariposa	0.084%	0.103%	0.0876131%
County	<i>Mendocino County</i>	Mendocino	0.439%	0.536%	0.4558394%
City	Ukiah	Mendocino	0.039%		0.0317153%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<i>Merced County</i>	Merced	0.551%	0.674%	0.5724262%
City	Atwater	Merced	0.024%		0.0195846%
City	Livingston	Merced	0.006%		0.0045873%
City	Los Banos	Merced	0.020%		0.0165142%
City	Merced	Merced	0.061%		0.0500762%
County	<i>Modoc County</i>	Modoc	0.065%	0.080%	0.0678250%
County	<i>Mono County</i>	Mono	0.023%	0.029%	0.0242606%
County	<i>Monterey County</i>	Monterey	0.908%	1.111%	0.9437083%
City	Greenfield	Monterey	0.006%		0.0050552%
City	King City	Monterey	0.005%		0.0037355%
City	Marina	Monterey	0.017%		0.0144098%
City	Monterey	Monterey	0.041%		0.0336540%
City	Pacific Grove	Monterey	0.009%		0.0074842%
City	Salinas	Monterey	0.094%		0.0776576%
City	Seaside	Monterey	0.023%		0.0191772%
City	Soledad	Monterey	0.007%		0.0060870%
County	<i>Napa County</i>	Napa	0.288%	0.352%	0.2994325%
City	American Canyon	Napa	0.017%		0.0136869%
City	Napa	Napa	0.078%		0.0642783%
County	<i>Nevada County</i>	Nevada	0.441%	0.539%	0.4579827%
City	Grass Valley	Nevada	0.024%		0.0197805%



APPENDIX 1

City	Truckee	Nevada	0.003%		0.0023843%
County	<i>Orange County</i>	Orange	4.364%	5.339%	4.5363576%
City	Aliso Viejo	Orange	0.014%		0.0113841%
City	Anaheim	Orange	0.554%	0.678%	0.5759282%
City	Brea	Orange	0.086%		0.0708897%
City	Buena Park	Orange	0.087%		0.0714352%
City	Costa Mesa	Orange	0.124%	0.152%	0.1288366%
City	Cypress	Orange	0.033%		0.0271937%
City	Dana Point	Orange	0.001%		0.0005560%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%
City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%



APPENDIX 1

City	Yorba Linda	Orange	0.044%		0.0362223%
County	<i>Placer County</i>	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	<i>Plumas County</i>	Plumas	0.205%	0.251%	0.2128729%
County	<i>Riverside County</i>	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%



APPENDIX 1

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



APPENDIX 1

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



APPENDIX 1

County	<i>San Mateo County</i>	San Mateo	1.074%	1.313%	1.1159599%
City	Belmont	San Mateo	0.021%		0.0169860%
City	Burlingame	San Mateo	0.019%		0.0152537%
City	Daly City	San Mateo	0.044%		0.0363880%
City	East Palo Alto	San Mateo	0.013%		0.0103982%
City	Foster City	San Mateo	0.020%		0.0166101%
City	Half Moon Bay	San Mateo	0.004%		0.0031638%
City	Hillsborough	San Mateo	0.013%		0.0110029%
City	Menlo Park	San Mateo	0.015%		0.0126209%
City	Millbrae	San Mateo	0.013%		0.0105836%
City	Pacifica	San Mateo	0.016%		0.0130625%
City	Redwood City	San Mateo	0.056%		0.0463511%
City	San Bruno	San Mateo	0.021%		0.0172161%
City	San Carlos	San Mateo	0.013%		0.0108885%
City	San Mateo	San Mateo	0.052%		0.0425841%
City	South San Francisco	San Mateo	0.043%		0.0353943%
County	<i>Santa Barbara County</i>	Santa Barbara	1.132%	1.385%	1.1768968%
City	Carpinteria	Santa Barbara	0.001%		0.0008938%
City	Goleta	Santa Barbara	0.004%		0.0028969%
City	Lompoc	Santa Barbara	0.047%		0.0389379%
City	Santa Barbara	Santa Barbara	0.122%		0.1004559%
City	Santa Maria	Santa Barbara	0.058%		0.0479179%
County	<i>Santa Clara County</i>	Santa Clara	2.404%	2.941%	2.4987553%
City	Campbell	Santa Clara	0.014%		0.0112566%
City	Cupertino	Santa Clara	0.008%		0.0066824%
City	Gilroy	Santa Clara	0.025%		0.0202891%
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%



APPENDIX 1

City	Saratoga	Santa Clara	0.004%		0.0034161%
City	Sunnyvale	Santa Clara	0.053%		0.0434069%
County	<i>Santa Cruz County</i>	Santa Cruz	0.783%	0.957%	0.8135396%
City	Capitola	Santa Cruz	0.020%		0.0168191%
City	Santa Cruz	Santa Cruz	0.143%		0.1180348%
City	Scotts Valley	Santa Cruz	0.015%		0.0126525%
City	Watsonville	Santa Cruz	0.063%		0.0520136%
County	<i>Shasta County</i>	Shasta	1.095%	1.339%	1.1380191%
City	Anderson	Shasta	0.024%		0.0198896%
City	Redding	Shasta	0.284%		0.2334841%
City	Shasta Lake	Shasta	0.004%		0.0031993%
County	<i>Siskiyou County</i>	Siskiyou	0.228%	0.279%	0.2373393%
County	<i>Solano County</i>	Solano	0.760%		0.6260795%
City	Benicia	Solano	0.031%		0.0253903%
City	Dixon	Solano	0.016%		0.0130849%
City	Fairfield	Solano	0.109%		0.0897317%
City	Suisun City	Solano	0.021%		0.0176183%
City	Vacaville	Solano	0.119%		0.0976497%
City	Vallejo	Solano	0.167%		0.1373644%
County	<i>Sonoma County</i>	Sonoma	1.218%	1.490%	1.2661290%
City	Healdsburg	Sonoma	0.032%		0.0266929%
City	Petaluma	Sonoma	0.081%		0.0667507%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		0.0340759%
City	Santa Rosa	Sonoma	0.184%		0.1519070%
City	Sonoma	Sonoma	0.022%		0.0183438%
City	Windsor	Sonoma	0.016%		0.0129298%
County	<i>Stanislaus County</i>	Stanislaus	1.722%		1.4182273%
City	Ceres	Stanislaus	0.041%		0.0340260%
City	Modesto	Stanislaus	0.217%		0.1788759%
City	Newman	Stanislaus	0.006%		0.0046964%
City	Oakdale	Stanislaus	0.018%		0.0145531%
City	Patterson	Stanislaus	0.015%		0.0126590%
City	Riverbank	Stanislaus	0.010%		0.0085699%
City	Turlock	Stanislaus	0.065%		0.0531966%



APPENDIX 1

County	<i>Sutter County</i>	Sutter	0.306%	0.374%	0.3179548%
City	Yuba City	Sutter	0.074%		0.0606242%
County	<i>Tehama County</i>	Tehama	0.213%	0.261%	0.2216654%
City	Red Bluff	Tehama	0.014%		0.0117771%
County	<i>Trinity County</i>	Trinity	0.082%	0.101%	0.0855476%
County	<i>Tulare County</i>	Tulare	0.809%	0.990%	0.8410949%
City	Dinuba	Tulare	0.014%		0.0116929%
City	Exeter	Tulare	0.004%		0.0032479%
City	Farmersville	Tulare	0.003%		0.0027879%
City	Lindsay	Tulare	0.007%		0.0057111%
City	Porterville	Tulare	0.021%		0.0171845%
City	Tulare	Tulare	0.037%		0.0302273%
City	Visalia	Tulare	0.066%		0.0545872%
County	<i>Tuolumne County</i>	Tuolumne	0.486%	0.594%	0.5047621%
County	<i>Ventura County</i>	Ventura	2.192%	2.681%	2.2781201%
City	Camarillo	Ventura	0.002%		0.0012815%
City	Fillmore	Ventura	0.002%		0.0020294%
City	Moorpark	Ventura	0.008%		0.0067337%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	0.1617338%
City	Port Hueneme	Ventura	0.021%		0.0174145%
City	San Buenaventura (Ventura)	Ventura	0.085%		0.0702181%
City	Santa Paula	Ventura	0.014%		0.0119072%
City	Simi Valley	Ventura	0.065%		0.0533043%
City	Thousand Oaks	Ventura	0.022%		0.0179902%
County	<i>Yolo County</i>	Yolo	0.357%	0.437%	0.3713319%
City	Davis	Yolo	0.055%		0.0451747%
City	West Sacramento	Yolo	0.066%		0.0544321%
City	Woodland	Yolo	0.058%		0.0477904%
County	<i>Yuba County</i>	Yuba	0.214%	0.262%	0.2225679%
City	Marysville	Yuba	0.014%		0.0112079%



APPENDIX 2

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]





**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Maria M. Aliotti - Interim City Manager

SUBJECT: Adoption of a City Council Resolution Accepting Project 2028 – Crestview Drive Safety Improvements as Complete and Authorizing the City Engineer to File a Notice of Completion

MEETING DATE: September 15, 2025

EXECUTIVE SUMMARY

Project 2028 – Crestview Drive Safety Improvements (Project) installed pavement markings, raised medians, and pedestrian crossings at six intersections throughout the City. This resolution will accept the construction contract as complete and authorize the City Engineer to file a Notice of Completion.

FISCAL IMPACT

The total anticipated expenditures for the Project, including design, staff time, construction, release of retention, and project closeout is \$851,000. The total approved budget for the Project was \$933,474.

Any unspent Project funds will be returned to the source funds. An updated CIP project sheet is attached to this report.

RECOMMENDATION

City Council adopt the attached Resolution accepting the Project as complete and authorizing the City Engineer to file a Notice of Completion.

BACKGROUND

Advertising for the Project began on July 3, 2024 and construction bids were opened on July 18, 2024.

On August 5, 2024, the City Council adopted Resolution No. 24-14518, accepting the plans and specifications, and awarding a construction contract to RK Engineering, Inc. in the amount of \$531,654.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Project successfully installed pavement markings, raised medians, and pedestrian crossings at six intersections along Crestview Drive at Nina Place, Alta Vista Circle, Kingsberry Place, Atherton Avenue, William Way and Crestview Lane. These improvements enhanced pedestrian safety, reduced vehicle speeds, and improved overall traffic flow along the corridor. Community feedback has been positive, particularly regarding increased visibility at crosswalks and reduced instances of unsafe turning movements.

The Project included five contract change orders in the amount of \$93,922.46 for a total contract amount of \$625,576.46.

ATTACHMENTS: Resolution
CIP Project Sheet

Report Prepared by: Tina Tan, Assistant Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Accepting Project 2028 - Crestview)
Drive Safety Improvements as Complete)
And Authorizing the City Engineer to)
File a Notice of Completion)

RESOLUTION NO. 25-

WHEREAS, Project 2028 – Crestview Drive Safety Improvements (Project) installed pavement markings, raised medians, and pedestrian crossings at six intersections along Crestview Drive at Nina Place, Alta Vista Circle, Kingsberry Place, Atherton Avenue, William Way, and Crestview Lane; and

WHEREAS, on August 5, 2024, the City Council adopted Resolution No. 24-14518, accepting the plans and specifications, and awarding a construction contract to RK Engineering, Inc. in the amount of \$531,654; and

WHEREAS, during construction, there were a total of five contract change orders in the amount of \$93,922.46 for a total contract amount of \$625,576.46; and

WHEREAS, the total anticipated expenditures for the Project, including design, construction, and staff time charges are \$851,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby accepts the Project as complete, authorizes the City Engineer to file a Notice of Completion, file said document with the Office of the Recorder of the County of Contra Costa, State of California, within 10 days from the date hereof, and return any unspent Project funds to the source funds.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of September 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST BY:

Alice E. Evenson, City Clerk

Project Title:

Project #:

(HSIP 10) Crestview Drive Safety Improvements

2028



Project Category:	Streets
Location:	Crestview Drive from William Way to Nina Place.
Project Manager:	K. Labao
Project Priority:	1E – Essential
Project Status:	Completed
Est. Completion Date:	2025/26

Description/Justification:

The project is a state-only funded California Department of Transportation (Caltrans) project. It encompasses six intersections along Crestview Drive with the primary goal of improving pedestrian safety and preventing vehicular speeding. The project locations are Crestview Lane, William Way, Atherton Ave, Kingsberry Place, Sunnyhill Way, and Nina Place. The scope of work includes, but is not limited to, upgrading pavement markings, installing raised medians, upgrading pedestrian crossings with enhanced safety features.

Supplemental Information:

Funding Source: Local Highway Safety Improvement Program (HSIP) Cycle 10 State Grant.

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES		Prior	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	TOTAL
101	Staff Time	\$9,500	\$20,500	\$28,000	\$1,800				\$ 59,800
2122	Design	\$25,000	\$49,500						\$ 74,500
2281	Construction			\$625,600	\$31,300				\$ 656,900
2372	Administrative Overhead	\$8,900	\$21,100	\$28,000	\$1,800				\$ 59,800
TOTAL		\$ 43,400	\$ 91,100	\$ 681,600	\$ 34,900				\$ 851,000
PROJECT FUNDING		Prior	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	TOTAL
Federal/State Funding		\$378,220							\$ 378,220
228	RMRA	\$41,180							\$ 41,180
203	HUTA	\$100,000	\$51,700						\$ 151,700
233	CDBG	\$200,000	\$162,374						\$ 362,374
TOTAL		\$ 719,400	\$ 214,074						\$ 933,474



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Maria M. Aliotti - Interim City Manager

SUBJECT: Adoption of a City Council Resolution Accepting the Plans and Specifications and Awarding Project 3333 – California Theatre Restroom

MEETING DATE: September 15, 2025

EXECUTIVE SUMMARY

Project 3333 – California Theatre Restroom (Project) is for the construction of an accessible backstage restroom for the California Theatre. Adoption of this resolution will accept the Project plans and specifications and award a construction contract to N G Builder Company.

FISCAL IMPACT

The proposal from N G Builder Company is \$129,630 for the Project. Funding for construction will be provided by the existing Project budget. No additional funds are being requested.

The CIP Project Sheet is attached to this Staff Report.

RECOMMENDATION

City Council adopt the attached Resolution, accepting the plans and specifications and authorizing the City Manager to execute a contract with N G Builder Company for a total amount not to exceed \$129,630 for the construction of the Project.

Staff also recommends that the City Council allocate a construction contingency in the amount of \$12,963 for any unanticipated costs and contract change orders.

Staff further recommends that the City Engineer be authorized to approve contract change orders for the Project in a total amount not to exceed 50% of the construction contingency and the City Manager be authorized to approve change orders in an amount not to exceed the approved Project budget.

BACKGROUND

On December 20, 2021, City Council adopted Resolution No. 21-14033 accepting a \$400,000 California Natural Resources Agency Grant for construction of a marque sign and accessible backstage restrooms.

On October 2, 2023, City Council adopted Resolution No. 23-14381 awarding Project 3333, California Theatre Marquee and Below Stage Modifications Phase I to the lowest responsive, responsible bidder.

On May 6, 2024, City Council adopted Resolution No. 24-14469 accepting Project 3333, California Theater Marquee and Below Stage Modification Phase I, as complete for the marquee sign construction only.

On September 16, 2024, City Council adopted the Five-Year CIP for Fiscal Years 2024/25-2028/29 and reallocated \$106,800 General Funds from Project 3324, California Theatre Phase 1 to the Project.

On August 7, 2025, staff advertised the Project for construction bids and N G Builder Company was the lowest responsive, responsible bidder with a base bid in the amount of \$129,630.

SUBCOMMITTEE FINDINGS

An update of this Project was provided as part of the CIP presentation at the Infrastructure and Transportation Subcommittee meeting on August 28, 2025.

STAFF ANALYSIS

This Project will construct a new, accessible restroom in the backstage area of the California Theatre, a 1920's qualified historic building. The venue hosts a variety of entertainment productions that would benefit from the construction of an accessible bathroom close to performers and dressing rooms.

ATTACHMENTS: Resolution
CIP Project Sheet

Report Prepared By: Tina Tan, Assistant Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Accepting the Plans and Specifications)
And Awarding Project 3333)
California Theatre Restroom)

RESOLUTION NO. 25-

WHEREAS, Project 3333 – California Theatre Restroom (Project) is for the construction of an accessible, backstage restroom at the California Theatre; and

WHEREAS, on December 20, 2021, City Council adopted Resolution No. 21-14033 accepting a \$400,000 California Natural Resources Agency Grant for construction of a marquee sign and accessible, backstage restrooms; and

WHEREAS, on May 6, 2024, the Phase 1 of Project 3333, California Theatre Marquee and Below Stage Modification was accepted as complete for a total cost of \$223,800 for design, staff time and administrative overhead, and the construction of the marquee sign only; and

WHEREAS, on September 16, 2024, City Council adopted the Five-Year CIP for Fiscal Years 2024/25-2028/29 and reallocated \$106,800 General Funds from Project 3324, California Theatre Phase 1 to the Project; and

WHEREAS, on August 7, 2025, staff advertised the Project for construction bids; and

WHEREAS, on August 28, 2025, three construction bids were received and N G Builder Company was determined to be the lowest responsive, responsible bidder with a base bid in the amount of \$129,630.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburgh hereby accepts the plans and specifications, awards a construction contract to N G Builder Company, authorizes a contingency in the amount of \$12,963, authorizes the City Engineer to approve contract change orders in an amount not to exceed 50% of the contingency, and authorizes the City Manager to approve change orders for an amount not to exceed the approved Project budget.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 15th day of September 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST BY:

Alice E. Evenson, City Clerk

Project Title:

Project #:

California Theater Marquee & Below Stage Modification

3333



Project Category: Community Facilities

Location: California Theater

Project Manager: G. Haynes

Project Priority: 1E – Essential

Project Status: Design

Est. Completion Date: 2025/26

Description/Justification:

The California Theater is a historic building in Downtown Pittsburg that has undergone several needed renovations in the past few years. The project will construct a new theater marquee, dressing room, and restroom facilities at the City's California Theater.

Supplemental Information:

Funding Sources: California Natural Resources Agency Program State Grant and must be used before March 1st, 2026. Council approved Resolution 21-14033 on 12-20-21.

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES		Prior	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	TOTAL
1101	Staff Time	\$ 4,850	\$ 5,000	\$ 10,000					\$ 19,850
2122	Design		\$ 52,450						\$ 52,450
2281	Construction	\$ 161,875	\$ 3,000	\$ 254,625					\$ 419,500
2372	Administrative Overhead		\$ 5,000	\$ 10,000					\$ 15,000
TOTAL		\$ 166,725	\$ 65,450	\$ 274,625					\$ 506,800
PROJECT FUNDING		Prior	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	TOTAL
Federal/State Funding		\$ 400,000							\$ 400,000
110	General Fund		\$ 106,800						\$ 106,800
TOTAL		\$ 400,000	\$ 106,800						\$ 506,800



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Maria M. Aliotti - Interim City Manager

SUBJECT: Adoption of a City Council Resolution Accepting Project 2038
– Citywide Roadway Improvements as Complete and
Authorizing the City Engineer to File a Notice of Completion

MEETING DATE: September 15, 2025

EXECUTIVE SUMMARY

Project 2038 – Citywide Roadway Improvements (Project) installed and upgraded traffic advisory signs with new fluorescent sheeting, replaced damaged poles, and relocated existing signage to locations compliant with the Manual on Uniform Traffic Control Devices (MUTCD). This resolution will accept the construction contract as complete and authorize the City Engineer to file a Notice of Completion.

FISCAL IMPACT

The Project was funded by the Highway Safety Improvement Program (HSIP) grant. The total anticipated expenditures for the Project, including design, staff time, construction, release of retention, and project closeout is \$2,844,485. The total approved budget for the Project was \$2,965,700.

An updated CIP project sheet is attached to this report.

RECOMMENDATION

City Council adopt the attached Resolution accepting the Project as complete and authorizing the City Engineer to file a Notice of Completion.

BACKGROUND

On August 28, 2020, staff applied to Caltrans for an HSIP 10 grant to conduct and execute traffic safety studies and improvements at multiple locations within the city.

On August 16, 2021, the City Council adopted Resolution No. 21-13978, allocating the HSIP Cycle 10 Grant of \$2,965,700 to the Project.

Advertising for the Project began on July 11, 2024 and construction bids were opened on August 1, 2024.

On August 19, 2024, City Council adopted Resolution No. 24-14523, accepting the plans and specifications, and awarding a construction contract to Pavement Coatings Co. for the amount of \$1,837,109.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Project successfully upgraded traffic advisory signs and striping throughout the city to meet current standards. These upgrades enhance safety for both pedestrians and drivers by improving visibility and contributing to a safer and more navigable roadway system citywide.

During construction, there were a total of four contract change orders in the amount of \$563,854 for a total contract amount of \$2,400,963. The remaining balance will be used for the second phase of the Project.

ATTACHMENTS: Resolution
CIP Project Sheet

Report Prepared by: Tina Tan, Assistant Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Accepting Project 2038 - Citywide)
Roadway Improvements as Complete)
And Authorizing the City Engineer to)
File a Notice of Completion)

RESOLUTION NO. 25-

WHEREAS, Project 2038 – Citywide Roadway Improvements (Project) installed and upgraded traffic advisory signs with new fluorescent sheeting, replaced damaged poles, and relocated existing signage to locations compliant with the Manual on Uniform Traffic Control Devices (MUTCD); and

WHEREAS, on August 16, 2021, the City Council adopted Resolution No. 21-13978, allocating the Highway Safety Improvement Program (HSIP) Cycle 10 Grant for \$2,965,700 to the Project; and

WHEREAS, on July 11, 2024, staff advertised the Project for construction bids and construction bids were opened on August 1, 2024; and

WHEREAS, on August 19, 2024, the City Council adopted Resolution No. 24-14523, accepting the plans and specifications, and awarding a construction contract to Pavement Coatings Co. for the amount of \$1,837,109; and

WHEREAS, during construction, there were a total of four contract change orders in the amount of \$563,854 for a total contract amount of \$2,400,963; and

WHEREAS, the total anticipated expenditures for the Project, including staff time, design, construction, release of retention, and project close out, are \$2,844,485.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby accepts the Project as complete and authorizes the City Engineer to file a Notice of Completion and file said document with the Office of the Recorder of the County of Contra Costa, State of California, within 10 days from the date hereof.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of September 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST BY:

Alice E. Evenson, City Clerk

Project Title:

Project #:

(HSIP 10) Citywide Roadway Improvements

2038



Project Category: Streets
Location: Citywide
Project Manager: K. Labao
Project Priority: 1A – Essential
Project Status: Completed
Est. Completion Date: 2025/26

Description/Justification:

This project will consist of the installation and/or upgrade of signs with new fluorescent sheeting, completion of a Citywide roadway safety signing audit and modifications to edge-line and centerline striping. Project improvement locations are focused on various arterial roads such as Railroad Avenue, Willow Pass Road, Bailey Road, Pittsburg-Antioch Highway, East Leland Road, Loveridge Road, Buchanan Road, West 10th Street, Harbor Street, North Parkside Drive, California Avenue, Century Boulevard and East 14th Street.

Supplemental Information:

Funding Sources Include: Local Highway Safety Improvement Program (HSIP) Cycle 10 State Grant.

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES		Prior	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	TOTAL
1101	Staff Time	\$ 35,764	\$ 42,536	\$ 1,719					\$ 80,019
2122	Design	\$ 184,675							\$ 184,675
2281	Construction		\$ 2,410,000	\$ 111,072					\$ 2,521,072
2372	Administrative Overhead	\$ 23,521	\$ 33,479	\$ 1,719					\$ 58,719
TOTAL		\$ 243,960	\$ 2,486,015	\$ 114,510					\$ 2,844,485
PROJECT FUNDING		Prior	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	TOTAL
Federal/State Funding		\$ 2,965,700							\$ 2,965,700
TOTAL		\$ 2,965,700							\$ 2,965,700



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Maria M. Aliotti - Interim City Manager

SUBJECT: Adoption of a City Council Resolution Accepting the Military Equipment Annual Report, Determining the Use of Equipment Complied with Policy 706, and Determining that Policy 706 will Continue

MEETING DATE: September 15, 2025

EXECUTIVE SUMMARY

State law requires the Police Department to provide the City Council with an annual report on military equipment use. On review of the report, the City Council determines whether use of the equipment complied with existing policy, and whether to continue with the policy or make any changes.

FISCAL IMPACT:

All equipment has been maintained within the approved Fiscal Year 2025-26 Operating Budget and no new equipment authorizations are requested. Staff may increase each equipment category's usage of up to an additional 20% to allow for greater operational efficiency, but this will not increase the approved FY 2025-26 Operating Budget.

RECOMMENDATION:

City Council adopt the resolution accepting the Military Annual Report, determining that the use of equipment complied with Policy 706, and determining Policy 706 will continue.

BACKGROUND:

Beginning 2022, new state law at Government Code Sections 7070-7075, required each city to adopt an ordinance approving a military equipment use policy before its police department may engage in specified activities. "Military equipment" is defined at Government Code Section 7070. The Police Department has "military equipment" in its inventory and engages in critical public safety activities in coordination with other local jurisdictions.

On May 2, 2022, the City Council adopted Ordinance 22-1500, adding Chapter 2.64 to the Pittsburg Municipal Code, approving Policy 706 Military Equipment Use Policy for Police Services.

State law further requires the Police Department to submit an annual report to the City Council. The City Council is required to review Policy 706 and the annual report, and determine whether the military equipment complies with specified standards. The City Council may determine that Policy 706 may continue without change, or direct staff to come back with specified changes. The law further requires that the annual report be made available on the Police Department website. Within 30 days of submitting and publicly releasing the annual report, the Police Department is required to hold a community engagement meeting at which the public may discuss and ask questions. In compliance with the requirement, the Police Department brought this item to a Public Safety Subcommittee meeting earlier this year.

SUBCOMMITTEE FINDINGS:

This item was presented to the Public Safety Subcommittee and opened to public comment on June 4, 2025.

STAFF ANALYSIS:

Staff is seeking approval of the continued use of the equipment currently in the Police Department inventory by authorized and trained personnel when the use is necessary to maintain public safety. Policy approval would allow the continued collaboration with other law enforcement agencies in the deployment or other use of military equipment within the city. The Police Department works closely with other local, county, state and federal law enforcement agencies within Contra Costa County on police-related matters, including safeguarding the public's welfare and safety, working on regional task forces, conducting training exercises, providing mutual aid, and responding to emergencies. In certain circumstances, there arises a need to deploy "military" equipment from, or lend military equipment to, outside entities to promote the safety and security of community members. A full inventory of the Police Department's military equipment is contained in the Annual Report and is attached. Government Code §7071(d)(1) sets forth the findings that City Council must make to approve the policy. The City Council can make the required findings because:

1. Authorizing the use of military equipment is necessary when there is no reasonable alternative option that can achieve the same objective of officer and civilian safety. The acquisition and use of this equipment is part of the Pittsburgh Police Department's overall approach to Critical Incident Management, Use of Force, De-Escalation and public safety. The equipment will enable department members to properly respond to both planned and unplanned events efficiently and effectively.
2. The proposed Military Equipment Use Policy will safeguard the public's welfare, safety, civil rights, and civil liberties by ensuring required reporting, the opportunity for community engagement and feedback, and transparency and oversight regarding the acquisition and use of the specified military equipment in the City of Pittsburgh.
3. For the proposed equipment purchases, the equipment is reasonably cost effective when compared to available alternatives that can achieve the same objective of officer and civilian safety.
4. Prior military equipment use has complied with the military equipment use policy that was in effect at the time.

For greater annual flexibility when addressing cost increases, maintenance, and training needs, staff will consider up to a 20% increase of costs under each equipment category when making a purchase or retaining services.

Attachments: Resolution
Military Equipment Annual Report

Report Prepared By: Steve Albanese, Chief of Police

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Accepting Military Equipment Annual Report,)
Determining the Use of Equipment Complied)
With Policy 706, and Determining Policy 706)
Will Continue)

RESOLUTION NO. 25-

WHEREAS, State law at California Government Code Sections 7070-75, as added by Assembly Bill 481 in 2021, requires each law enforcement agency to submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body; and

WHEREAS, on May 2, 2022, the City Council adopted Ordinance 22-1500, approving Policy 706 "Military Equipment Funding, Acquisition and Use"; and

WHEREAS, Government Code Section 7072 requires the Police Department to hold annually, at least one well-publicized and conveniently located community engagement meeting within 30 days of submitting and publicly releasing the military equipment annual report; and

WHEREAS, Government Code 7071(e) requires the City Council to review Policy 706 and the military equipment annual report and determine whether each type of military equipment has complied with the following standards: 1) The military equipment identified in the Policy is necessary because there is no reasonable alternative option that can achieve the same objective of officer and civilian safety; 2) Policy 706 will safeguard the public's welfare, safety, civil rights, and civil liberties; 3) If purchasing the equipment identified in the Policy, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and 4) Prior military equipment use complied with the military equipment that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance; and

WHEREAS, after reviewing the annual report and Policy 706, the City Council must vote whether to continue Policy 706 or direct staff to return to City Council with an amendment or replacement of Policy 706; and

WHEREAS, the annual report was presented to Public Safety Subcommittee on June 4, 2025.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg accepts the military equipment annual report and determines the following: 1) The military equipment identified in the Policy is necessary because there is no reasonable alternative option that can achieve the same objective of officer and civilian safety; 2) Policy 706 will safeguard the public's welfare, safety, civil rights, and civil liberties; 3) If purchasing the equipment identified in the Policy, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; 4) Prior military equipment use complied with the military equipment that was in effect as the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

BE IT FURTHER RESOLVED that the City Council determines that the use of equipment complies with Policy 706 and that Policy 706 shall continue.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 15th day of September 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST BY:

Alice E. Evenson, City Clerk



PITTSBURG POLICE DEPARTMENT

Professionalism ★ Excellence ★ Trust

65 CIVIC AVENUE PITTSBURG, CA 94565



Military Equipment

Annual Report

As required by
California Government Code Section 7072

January 1, 2024 – January 1, 2025

Prepared by: Lieutenant William Hatcher and Lieutenant Gabriel Palma

Annual Report Summary

In 2021, the State Legislature passed, and the Governor signed Assembly Bill 481, adding Sections 7070-7075 to the California Government Code. The law required each law enforcement agency to obtain approval from the governing body, by ordinance, of a military equipment use policy. The City Council adopted the ordinance in 2022, adding Chapter 2.64 to the Pittsburg Municipal Code and approving Policy 706 “Military Equipment Funding, Acquisition and Use Policy.” The state law further requires the law enforcement agency to submit to the governing body an annual military equipment report. The governing body, i.e. the City Council, must determine, based on the report, whether the equipment has complied with the standards for approval.

Military Equipment List Annual Report for Calendar Year 2024

1. Unmanned Aerial Vehicles

a. **Description, quantity, capabilities, and purchase cost:**

The unmanned Aerial Vehicle (UAV) is a battery powered, remote operated device. Flight time of approximately 30-45 minutes per battery, depending on weather and flight conditions. The UAV has also proven to be useful to public safety agencies in firefighting, search and rescue, pre-operational surveillance, and other tactical situations where aerial views enhance the safety and efficiency of law enforcement and fire personnel.

- i. DJI Matrice 210 V2, cost \$20,000, quantity: 1.
- ii. DJI Mavic Pro, (None Commissioned).
- iii. DJI Mavic 2, cost \$4,000, quantity: 2.
- iv. DJI Mini 2, cost \$800, quantity: 3.

b. **Purpose:**

To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:

- i. Major collision investigations
- ii. Emergency Life Threatening Situations
- iii. Search for missing persons
- iv. Natural disaster management
- v. Crime scene photography
- vi. Special Weapons and Tactics, tactical or other public safety and life preservation missions
- vii. In response to specific requests from local, state or federal fire authorities for fire response and/or prevention

c. **Authorized Use:**

Only assigned operators who have completed the required training shall be permitted to operate Pittsburg Police Department's UAV's approved missions.

d. **Expected Lifespan:**

DJI Matrice 210 V2 - 5 years.
DJI Mavic Pro - 5 years.
DJI Mavic 2 - 5 years.
DJI Mini 2 - 5 years

e. **Fiscal Impact:**

Annual maintenance and operator training/licensing cost of approximately \$5000-\$6000.

f. **Training:**

Pittsburg Police Department Equipment List

All Department UAV operators are licensed by the Federal Aviation Administration for UAV operation. UAV operators train quarterly in the use of the UAV's.

g. **Legal and Procedural Rules:**

Use is established under the FAA Regulation 14 CFR Part 107 and the Pittsburg Police Department UAV policy #606. It is the policy of Pittsburg Police Department to utilize UAV's only for official law enforcement purposes and in a manner that respects the privacy of our community, pursuant to State and Federal law.

In 2024 the Pittsburg Police Department utilized Unmanned Aerial Vehicles for a total of 207 flights during 59 deployments. The majority of deployments were in conjunction with the Pittsburg Police Department's Special Response Unit for the purpose of perimeter security during high-risk operations. They were also utilized at a patrol level and for mutual aid when searching open areas for suspects who fled from police.

No additional UAVs were purchased or replaced during this calendar year. Maintenance costs were maintained within budget.

A review of the UAV deployments found all flights were conducted within Pittsburg Police Department policies and standards.

2. Armored Personnel Carrier

a. **Description, quantity, capabilities, and purchase cost:**

The Armored Group LLC BATT (Ballistically Armored Tactical Transport), cost: \$175,000, quantity: 1. The BATT is designed to withstand multiple bullet strikes from small arms fire as well as low level explosions. Equipped with emergency lights/siren and a public address system. Common uses for the BATT include citizen and officer rescues, evacuations, and the deployment of officers and chemical agents. The BATT is deployed for potentially armed or high-risk encounters by trained members of the Pittsburg Police Department.

b. **Purpose:**

To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

c. **Authorized Use:**

The use of the BATT shall only be used/operated by authorized members of the Pittsburg Police Department who have been trained in the use of this vehicle.

d. **Expected Lifespan:**

25 years

e. **Fiscal Impact:**

Annual maintenance cost of approximately \$5,000

Pittsburg Police Department Equipment List

f. **Training:**

All driver/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.

g. **Legal and Procedural Rules:**

Use is established under Pittsburg Police Department policy #703. It is the policy of this Department to utilize armored vehicles for official law enforcement purposes and pursuant to State and Federal law.

In 2024 the Pittsburg Police Department utilized the Armored Personnel Carrier a total of 8 times. 5 deployments were conducted as part of preplanned high-risk search warrants served by the Pittsburg Police Department's Special Response Unit. There was 1 Special Response Unit deployment on a barricaded hostage incident. There were 2 supplemental patrol deployments for ballistic security on firearm related details.

No additional Armored Personnel purchases were made during this calendar year. Maintenance costs were maintained within budget.

A review of the Armored Personnel Carrier deployments determined each utilization was conducted within Pittsburg Police Department's policies and standards.

Command and Control Vehicle

- h. **Description, quantity, capabilities, and purchase cost:**
2007 Wells Cargo Model EW3225W Command Center Trailer, cost: \$35,000, quantity: 1. This vehicle is a large trailer used as a command center during prolonged incidents. The trailer contains desk space, a meeting area, generator, and bathroom.
- i. **Purpose:**
To be used in response to critical incidents to be used as a command center.
- j. **Authorized Use:**
The use of the trailer is limited to trained members of the Pittsburg Police Department.
- k. **Expected Lifespan:**
20 years
- l. **Fiscal Impact:**
Annual maintenance and driver training cost of approximately \$2500.00
- m. **Training:**
All driver/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.
- n. **Legal and Procedural Rules:**
Use is established under Pittsburg Police Department policy #703. It is the policy of this Department to utilize the command vehicle for official law enforcement purposes and pursuant to State and Federal law.

Command and Control Vehicle

- o. **Description, quantity, capabilities, and purchase cost:**
2015 Forrest River 14-foot enclosed trailer, cost \$15,000, quantity: 1. This enclosed trailer has been modified with desks, computers, and monitors making it a platform the Crisis Negotiation Team uses to operate during a critical incident.
- p. **Purpose:**
To be used in response to critical incidents for Crisis Negotiation Team purposes
- q. **Authorized Use:**
The command trailer shall be used by officers who have been trained in its deployment and use.
- r. **Expected Lifespan:**
20 years
- s. **Fiscal Impact:**
Annual maintenance and driver training cost of approximately \$1,500
- t. **Training:**
All driver/operators shall attend a formalized instruction and be trained in vehicle operations and practical driving instruction.

Pittsburg Police Department Equipment List

u. **Legal and Procedural Rules:**

Use is established under Pittsburg Police Department policy #703. It is the policy of this Department to utilize the command vehicle for official law enforcement purposes and pursuant to State and Federal Law.

In 2024 the Pittsburg Police Department utilized the Command-and-Control Vehicle a total of 5 times. All deployments were in support of DUI checkpoints conducted throughout the City of Pittsburg.

No additional Command and Control Vehicles were purchased during this calendar year. Maintenance costs were maintained within budget.

Each deployment was reviewed and found to be within the Pittsburg Police Department's policies and standards.

3. Specialized Firearms and Ammunition

a. **Description, quantity, capabilities, and purchase cost:**

Guns that are fired from shoulder level, having a long spirally grooved barrel intended to make bullets spin and thereby have a greater accuracy over a long distance and Less Lethal launcher for deploying Kinetic Energy Munition.

- i. Colt AR-15/M4 semi-automatic rifle for patrol use, cost \$16,485, quantity: 15.
- ii. Colt AR-15/M4 semi-automatic rifle for SWAT use, cost \$6,594, quantity: 6.
- iii. LWRC M4 semi-automatic rifle for SWAT use, cost \$14,034, quantity: 6.
- iv. PWS MK111 M4 semi-automatic rifle for patrol use, cost \$6,147, quantity: 3.
- v. COLT AR-10 semi-automatic rifle for SWAT use, cost \$2,800, quantity: 2.
- vi. GA Precision GAP-10 Gen 2 6.5 Creedmoor semi-automatic rifle for SWAT use, cost \$7,580, quantity: 2.
- vii. Brugger and Thomet AG APC9KSD2 9mm for SIU use, cost \$10,047, quantity: 3.
- viii. Defense Technology 40MM launcher, cost \$18,715, quantity: 19.
- ix. Winchester 5.56x45mm 55 grain FMJ ammunition, cost \$2,784, quantity 8,000 rounds.
- x. Winchester 223 Remington 64 grain power point ammunition, cost \$992, quantity: 2,000 rounds.
- xi. Hornady .308 Winchester 168 grain, cost \$489, quantity: 400 rounds.

Pittsburg Police Department Equipment List

- xii. CTS 4557-40MM Kinetic Sponge Baton round, \$1,463, quantity: 70. For patrol and SWAT use.

b. **Purpose:**

To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

c. **Authorized Use:**

Only members that are POST certified are authorized to use a rifle, and 40MM launcher.

d. **Expected Lifespan:**

Colt AR-15/M4 rifle- 20 years

Remington 700 rifle- 20 years

Defense Technology 40MM launcher- 20 years

Winchester 5.56x45mm 55 grain FMJ ammunition- No expiration

Winchester 223 Remington 64 grain power point ammunition- No expiration

Hornady .308 Winchester 168 grain- No expiration

CTS 4557-40MM Kinetic Sponge Baton round- No expiration

e. **Fiscal Impact:**

Annual maintenance for firearms and 40mm launchers is approximately \$3000. Although there is minimal maintenance associated with ammunition and 40mm projectiles, costs associated with annual purchases is approximately \$35,000.

f. **Training:**

Prior to the use of the specialized firearms listed within this section, all officers must be certified by POST instructors in the maintenance and operation of such firearms.

g. **Legal and Procedural Rules:**

Use is established under Pittsburg Police policy #306 and 303.9. It is the policy of this Department to utilize specialized firearms only for official law enforcement purposes and pursuant to State and Federal law regarding the use of force.

In 2024 a total of 5,000 specified rounds were fired in a training capacity only. This was through new hire orientation, annual departmental and Special Response Unit trainings and courses throughout the year.

No specified rounds were fired in a public service capacity.

5. Diversionary Device “Flashbangs”

a. **Description, quantity, capabilities, and purchase cost:**

A Noise Flash Diversionary Devices (NFDD) is a device that creates a bright flash and loud sound to temporarily divert the attention of subjects in the immediate area. NFDD are used to distract and temporarily incapacitate dangerous suspects by overwhelming their senses of vision and hearing. The distraction allows officers to seize a moment of opportunity to take control of the high-risk situations.

Combined Tactical Systems (CTS) Distraction Device, cost \$3,077, quantity: 62.

b. **Purpose:**

To produce atmospheric over-pressure and brilliant white light and, as a result, can cause short-term (6-8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

c. **Authorized Use:**

Diversionary Devices shall only be used:

- i. By SWAT team members who have been trained in their proper use.
- ii. In hostage and barricaded subject situations.
- iii. In high-risk warrant (search/arrest) services where there may be extreme hazards to officers.
- iv. During other high-risk situations where their use would enhance officer safety.
- v. During training exercises.

d. **Expected Lifespan:**

5 years

e. **Fiscal Impact:**

Minimal cost associated with staff time to order and store. Cost associated with annual ordering is approximately \$3,500.

f. **Training:**

Prior to use, officers must attend diversionary device training that is conducted by POST certified instructors.

g. **Legal and Procedural Rules:**

It is the policy of this Department to utilize diversionary devices only for official law enforcement purposes and pursuant to State and Federal law regarding the use of force.

In 2024 members of the Pittsburg Police Department’s Special Response Unit deployed a total of 18 diversionary devices. 10 were deployed during the service of 6 high risk warrant details. No injuries or damage were

reported as a result of these deployments. A total of 6 diversionary devices were deployed as part of routine training.

All deployments were reviewed and documented in After-Action Reports and found to be within the policies and standards of the Pittsburg Police Department.

6. Chemical Agents “Tear Gas”

a. **Description, quantity, capabilities, and purchase cost:**

Chemical agent munitions, which are commonly referred to as “tear gas,” are used by the Pittsburg Police Department as a non-lethal tool to disperse rioting suspects and/or barricaded suspects. CS (2-Chlorobenzylidenemalononitrile) and OC (Oleoresin Capsicum) are commonly used by law enforcement agencies across the United States.

CS is an irritating agent and lachrymator (irritates the eyes and causes tears to flow). CS has been medically tested in the UK and US, specifically by the U.S. Army. There are no known allergic reactions to CS. OC was de-regulated in California in 1996, is endorsed by the FBI, and is available to civilians to legally possess (2.5oz or less). OC is an inflammatory agent which causes involuntary closure of eyes (open 2-5 minutes) and respiratory inflammation (subsides in approximately 2 minutes).

- i. Defense Technology eXact Impact 40MM, cost \$4,056, quantity: 125.
- ii. Defense Technology eXact Impact 40MM CS, cost \$1,720, quantity: 53.
- iii. Defense Technology 40mm ferret liquid CS, cost \$2,118, quantity: 71.
- iv. Defense Technology Riot CS (82 grams), cost \$298, quantity: 9
- v. Defense Technology CTS OC Vapor Canister, cost \$238, quantity: 5
- vi. Defense Technology CTS CS Vapor Canister, cost \$667, quantity: 14
- vii. Defense Technology CTS Inert Smoke, cost \$194, quantity 6.

b. **Purpose:**

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained.
- iv. Potentially vicious animals.

Pittsburg Police Department Equipment List

- v. Training exercises or approved demonstrations.
- c. **Authorized Use:**
Only officers who have received POST certification in the use of chemical agents are authorized to use chemical agents.
- d. **Expected Lifespan:**
All Chemical Agents have a lifespan of 5 years before being designated for training use only.
- e. **Fiscal Impact:**
Minimal cost associated with staff time to order and store. Cost associated with annual ordering is approximately \$9,500.
- f. **Training:**
Officers utilizing chemical agent canisters are certified by POST less lethal and chemical agent instructors.
- g. **Legal and Procedural Rules:**
Use is established under Pittsburg Police policy #303.6. It is the policy of this Department to utilize chemical agents only for official law enforcement purposes and pursuant to State and Federal law regarding the use of force.

In 2024 the Pittsburg Police Department's Special Response Unit deployed chemical agents on one incident involving a barricaded hostage situation.

The utilization of chemical agents was documented in a criminal police report as well as an After-Action report and was found to be within the policies and standards of the Pittsburg Police Department. No injuries were reported as a result of the chemical agent deployment.

All other chemical agent deployments were utilized in a training capacity only.



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Jennifer Brizel - Director of Human Resources

SUBJECT: Adoption of a City Council Resolution Appointing Maria Aliotti as Interim City Manager

MEETING DATE: September 15, 2025

EXECUTIVE SUMMARY

The proposed action adopts a Resolution appointing Maria Aliotti as Interim City Manager.

FISCAL IMPACT

This appointment includes a five percent salary increase for Ms. Aliotti's service as Interim City Manager and reflects the additional responsibilities Ms. Aliotti will perform in this capacity during the recruitment period. The costs associated with this interim appointment have been budgeted in the adopted Fiscal Year 2025-26 Operating Budget and will be absorbed by the salary savings associated with the vacant City Manager position.

RECOMMENDATION

The City Council adopt the resolution appointing Maria Aliotti as Interim City Manager.

BACKGROUND

City Manager Garrett Evans retired on September 4, 2025. The City Council is in the process of conducting a nationwide search for a new City Manager. During the recruitment and selection period for the City Manager, appointment of an Interim City Manager is customary to ensure operational continuity.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

Assistant City Manager Maria Aliotti will assume City Manager responsibilities effective Friday, September 5, 2025, following the retirement of City Manager Garrett Evans.

Aliotti brings over 23 years of dedicated service to the City of Pittsburg, with notable contributions to redevelopment, municipal planning, budget development, and strategic initiative implementation. Most recently, she played a key leadership role in presenting and guiding the adoption of the City's FY 2025–26 Operating Budget.

During Aliotti's time in Pittsburg, she has served as an Administrative Analyst, Project Manager, Redevelopment/Development Manager, Director of Community Services, and for the past five years, as Assistant City Manager, bringing executive leadership experience to her new role as Interim City Manager. Aliotti also served on the California Redevelopment Association Brownfields Committee.

The City Council has engaged Peckham & McKenney, a recognized executive search firm, to assist in the recruitment of a permanent City Manager. The recruitment is actively underway, with applications accepted through September 14, 2025. The City Council anticipates completing the recruitment and appointment process in the fall of this year.

A five percent salary increase is recommended in light of the additional responsibility that will be assumed as Interim City Manager.

ATTACHMENTS: Resolution

Report Prepared By: Jennifer Brizel, Director of Human Resources

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Appointment of Maria Aliotti as _____)
Interim City Manager and Authorizing a)
Temporary Salary Increase _____)

RESOLUTION NO. 25-

WHEREAS, with the retirement of City Manager Garrett Evans effective September 4, 2025, it is appropriate to appoint an Interim City Manager until the recruitment for a new City Manager concludes, the Council appoints a City Manager, and employment commences; and

WHEREAS, Assistant City Manager Maria Aliotti has the requisite experience to perform the duties of Interim City Manager; and

WHEREAS, it is recommended that the City provide a five percent salary increase to Ms. Aliotti as fair compensation for the additional duties to be undertaken as Interim City Manager; and

WHEREAS, the costs associated with this interim appointment have been budgeted in the adopted Fiscal Year 2025-26 Operating Budget under the City Manager's Office, and will be absorbed by the salary savings associated with the City Manager vacancy; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburgh hereby resolves that Maria Aliotti is appointed as Interim City Manager effective September 5, 2025, to serve at will and until such time the City Council appoints a City Manager and the appointee's employment commences with the City, the City Council terminates her service as Interim City Manager, or Ms. Aliotti informs the City Council that she no longer wishes to serve in the capacity of Interim City Manager.

BE IT FURTHER RESOLVED, the City shall increase the salary of Ms. Aliotti by five percent (5%) over the top salary step for the position as Assistant City Manager during her service as Interim City Manager.

BE IT FURTHER RESOLVED, except as otherwise modified by this Resolution, Ms. Aliotti will be subject to the same terms and conditions of employment as set forth in the Senior Executive Team Salary and Benefits Schedule, as well as in all applicable Council and Administrative Policies.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 15th day of September 2025 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST BY:

Alice E. Evenson, City Clerk



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Chair and Governing Board Members

FROM: Maria M. Aliotti - Interim Executive Director

SUBJECT: Adoption of a Pittsburg Power Company Resolution
Approving the 2024 Annual Power Source Disclosure Report
to the California Energy Commission

MEETING DATE: September 15, 2025

EXECUTIVE SUMMARY

California Public Utilities Code Section 398.1 requires all retail suppliers of electricity products to file an annual report with the California Energy Commission (CEC) disclosing resources or fuel types of power procured and sold to end-use customers. Pittsburg Power Company (PPC) provides electricity retail service on Mare Island, Vallejo, under the name of Island Energy (IE) and is required by law to disclose the sources of its energy procurement and sales to its end users on Mare Island. The CEC requires the Governing Board of PPC to approve its 2024 Annual Power Source Disclosure (PSD) Report.

FISCAL IMPACT

Approval of the 2024 Annual Power Source Disclosure Report has no fiscal impact on the PPC or IE Enterprise Funds, or the City of Pittsburg General Fund.

RECOMMENDATION

The Governing Board of the Pittsburg Power Company adopt the attached Resolution approving the 2024 Annual Power Source Disclosure Report, and attesting that the information contained in the report is true and accurate, and that the energy procured by PPC was sold once and only once to end-use customers on Mare Island, Vallejo.

BACKGROUND

Electricity retail suppliers are required to report the resources or fuel types of power procured and sold in the form of a PSD Report. The CEC requires the PSD report to be independently audited. An electricity retail supplier that is a public agency, such as PPC, is not required to comply with the audit requirements if the board of the public agency approves the PSD report at a public meeting and attests the information contained in the PSD Report is accurate.

SUBCOMMITTEE FINDINGS

This item was not presented to a Subcommittee.

STAFF ANALYSIS

The 2024 PSD Report shows that during calendar year 2024, 25% of PPC's annual electricity sales to end-use customers were purchased from solar generation, 1% from eligible hydroelectric sources (small hydropower plants with nameplate generation capacity less than 30 megawatts), and 57% from large hydroelectric generation. The remaining 17% of annual electricity sales were purchased from the California energy market and its sources of generation cannot be specified.

In total, 26% of 2024 electricity retail sales were generated by CEC-certified renewable sources. The methodology used in preparing the 2024 PSD report is consistent with the CEC's filing guidelines. PPC filed the 2024 PSD report with CEC on May 30, 2024, and the CEC has accepted the report.

The CEC regulations authorize a public agency electric retail provider that offers only one electricity product to approve submission of an attestation of the veracity of the annual PSD Report in lieu of a requirement to provide a verification from an auditor.

ATTACHMENTS: Resolution

2024 Annual Report of Power Source Disclosure Program

Report Prepared By: Vanessa Xie, General Manager of Pittsburg Power Company

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY
OF THE CITY OF PITTSBURG

In the Matter of:

Approving the 2024 Annual Power)
Source Disclosure Report to the)
California Energy Commission)

RESOLUTION NO. 25-

WHEREAS, the Pittsburg Power Company ("PPC"), a joint powers authority, provides electricity and natural gas retail service on Mare Island, Vallejo, in the name of Island Energy; and

WHEREAS, State law and regulations require all retail suppliers of electricity products to file an annual report with the California Energy Commission (CEC) to disclose resources or fuel types of power procured and sold to end-use customers, and attest that electricity was sold only once to retail customers; and

WHEREAS, PPC, in compliance with State law at Public Utilities Code 398.1(b), is disclosing the sources of its energy procurement and sales to its end users on Mare Island, Vallejo; and

WHEREAS, PPC submitted the 2024 Power Source Disclosure (PSD) Report to the CEC on May 30, 2024, and the CEC has accepted the PSD Report; and

WHEREAS, the CEC regulations authorize a public agency electric retail provider that offers only one electricity product to approve submission of an attestation of the veracity of the annual PSD Report in lieu of a requirement to provide a report from an auditor.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Pittsburg Power Company ("Board") hereby approves the 2024 PSD Report.

BE IT FURTHER RESOLVED that the Board attests to the veracity of the PSD Report.

BE IT FURTHER RESOLVED that the Board attests that the energy procured by Island Energy was sold once and only once to end-use customers on Mare Island, Vallejo.

PASSED AND ADOPTED by the Governing Board of the Pittsburgh Power Company at a regular meeting on the 15th day of September 2025 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Chair

ATTEST:

Maria M. Aliotti, Interim Executive Secretary

2024 POWER SOURCE DISCLOSURE ANNUAL REPORT
For the Year Ending December 31, 2024

Retail suppliers are required to use the posted template and are not allowed to make edits to this format. Please complete all requested information.

GENERAL INSTRUCTIONS

RETAIL SUPPLIER NAME	
Pittsburg Power Company	
CONTACT INFORMATION	
NAME	Vanessa Xie
TITLE	Deputy General Manager
MAILING	995 Walnut Avenue
CITY, STATE, ZIP	Vallejo, CA 94592
PHONE	(925) 252-4097
EMAIL	Vxie@Pittsburgca.gov
WEBSITE URL FOR PCL POSTING	www.islandenergy.com

Submit the Annual Report and signed Attestation in PDF format with the Excel version of the Annual Report to PSDprogram@energy.ca.gov. Remember to complete the Retail Supplier Name and contact information above.

NOTE: Information submitted in this report is not automatically held confidential. If your company wishes the information submitted to be considered confidential an authorized representative must submit an application for confidential designation [California Energy Commission's website](#).

If you have questions, contact Power Source Disclosure (PSD) staff at PSDprogram@energy.ca.gov or (916) 639-0573.

Retail Sales														22053
Unmet Load														3734
Facility Name	Fuel Type	State or Province	WREGIS ID of REC source	RPS ID of REC source	EIA ID of delivered energy	Gross MWhs Procured	Specified Resales MWhs	Net MWhs Procured	Firmed & Shaped Resource?	Eligible for Firmed & Shaped Grandfathering?	Total EF (MT CO ₂ e/MWh)	Total GHGs	PCL EF (MT CO ₂ e/MWh)	Retail Electricity Service
Folsom Powerplant-Folsom Unit 1	Large Hydroelectric	CA	W1156	N/A	441	624		624			0.0000		0.0000	624
Folsom Powerplant-Folsom Unit 2	Large Hydroelectric	CA	W1157	N/A	441	547		547			0.0000		0.0000	547
Folsom Powerplant-Folsom Unit 3	Large Hydroelectric	CA	W1158	N/A	441	374		374			0.0000		0.0000	374
New Melones Powerplant-New Melones	Large Hydroelectric	CA	W1159	N/A	6158	2		2			0.0000		0.0000	2
New Melones Powerplant-New Melones	Large Hydroelectric	CA	W1160	N/A	6158	1372		1372			0.0000		0.0000	1372
Gianelli Powerplant-Gianelli (2)	Large Hydroelectric	CA	W1288	N/A	448	194		194			0.0000		0.0000	194
Gianelli Powerplant-Gianelli (6)	Large Hydroelectric	CA	W1162	N/A	448	104		104			0.0000		0.0000	104
J.F. Carr Powerplant-J.F. Carr Unit 1	Large Hydroelectric	CA	W1163	N/A	442	273		273			0.0000		0.0000	273
J.F. Carr Powerplant-J.F. Carr Unit 2	Large Hydroelectric	CA	W1164	N/A	442	351		351			0.0000		0.0000	351
Keswick Powerplant-Keswick Powerplant	Large Hydroelectric	CA	W1165	N/A	443	907		907			0.0000		0.0000	907
Shasta Powerplant-Shasta Unit 1	Large Hydroelectric	CA	W1168	N/A	445	1390		1390			0.0000		0.0000	1390
Shasta Powerplant-Shasta Unit 2	Large Hydroelectric	CA	W1169	N/A	445	971		971			0.0000		0.0000	971
Shasta Powerplant-Shasta Unit 3	Large Hydroelectric	CA	W1170	N/A	445	1622		1622			0.0000		0.0000	1622
Shasta Powerplant-Shasta Unit 4	Large Hydroelectric	CA	W1171	N/A	445	1215		1215			0.0000		0.0000	1215
Shasta Powerplant-Shasta Unit 5	Large Hydroelectric	CA	W1172	N/A	445	749		749			0.0000		0.0000	749
Spring Creek Powerplant-Spring Creek	Large Hydroelectric	CA	W1173	N/A	450	824		824			0.0000		0.0000	824
Spring Creek Powerplant-Spring Creek	Large Hydroelectric	CA	W1174	N/A	450	20		20			0.0000		0.0000	20
Trinity Powerplant-Trinity Unit 1	Large Hydroelectric	CA	W1175	N/A	451	464		464			0.0000		0.0000	464
Trinity Powerplant-Trinity Unit 2	Large Hydroelectric	CA	W1176	N/A	451	531		531			0.0000		0.0000	531
O-Neil Powerplant-O'Neil (all 3)	Large Hydroelectric	CA	W1186	N/A	446	3		3			0.0000		0.0000	3
Nimbus Powerplant-Nimbus Plant (2)	Eligible Hydroelectric	CA	W1181	61045	444	254		254			0.0000		0.0000	254
Starnesda Powerplant-Starnesda (2)	Eligible Hydroelectric	CA	W1177	61046	7066	14		14			0.0000		0.0000	14
Whitney Point Solar, LLC	Solar	CA	W5441	61186A	60975	5514		5514			0.0000		0.0000	5514

Retail Electricity Service	Portfolio Totals	PCL Data
Retail Sales	22053	
Total Specified	18319	
Biomass & Biogas	0	0%
Geothermal	0	0%
Eligible Hydroelectric	268	1%
Solar	5514	25%
Wind	0	0%
Large Hydroelectric	12537	57%
Nuclear	0	0%
Emerging Technologies	0	0%
Other	0	0%
Natural Gas	0	0%
Coal & Petroleum	0	0%
Unspecified Power - ACS	0	
Unspecified Power - Spot Market	3734	
Unspecified Power - Total	3734	17%
Total PCL GHGs (MT CO₂e)	1598.2	
Emissions intensity (MT CO₂e/MWh)	0.072	
PCL GHG Intensity (lbs CO₂e/MWh)		160
Unbundled REC %		0%

ASSET CONTROLLING SUPPLIER RESOURCE MIX CALCULATOR

Instructions: Enter total net specified procurement of ACS system resources into cell A8 or A23.
In Column E, the calculator will determine quantities of resource-specific net procurement for entry on Schedule 1.

Bonneville Power Administration				
Net MWh Procured	N/A	Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
		Biomass & biogas		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar		-
		Wind		-
		Coal		-
		Large hydroelectric	0.84	-
		Natural gas		-
		Nuclear	0.11	-
		Other	0.01	-
		Unspecified Power	0.04	-

Tacoma Power				
Net MWh Procured	N/A	Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
		Biomass & biogas		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar		-
		Wind		-
		Coal		-
		Large hydroelectric	0.89	-
		Natural gas		-
		Nuclear	0.06	-
		Other		-
		Unspecified Power	0.06	-

**2024 POWER SOURCE DISCLOSURE ANNUAL REPORT
ATTESTATION FORM**

**For the Year Ending December 31, 2024
(RETAIL SUPPLIER NAME)**

I, [print name] Vanessa Xie,
[title] Deputy General Manager, declare under penalty of perjury, that the information
provided in this report is true and correct and that I, as an authorized agent of [retail
supplier], Pittsburg Power Company, have authority to submit this report on the retail
supplier's behalf. I further declare that all of the electricity claimed as specified purchases
as shown in this report was sold once and only once to retail customers.
Name: Vanessa Xie
Representing (Retail Supplier): Pittsburg Power Company
Signature: _____
Dated: 05/30/2025
Executed at: 995 Walnut Ave. Vallejo CA 94591