

CITY COUNCIL

MEETING AGENDA PACKET

Tuesday, September 23, 2025
5:30 pm



Sierra Madre City Council Chambers
232 W. Sierra Madre Boulevard
Sierra Madre, California 91024

Mayor Robert Parkhurst, Mayor Pro Tempore Kristine Lowe
Council Members: Edward Garcia, Gene Goss, and Kelly Kriebs

**AGENDA
SPECIAL MEETING
SIERRA MADRE CITY COUNCIL**

**Tuesday, September 23, 2025
Closed Session 4:30 pm**

**City Hall Council Chambers
232 W. Sierra Madre Boulevard
Sierra Madre, California 91024**

*Robert Parkhurst, Mayor
Kristine Lowe, Mayor Pro Tem
Edward Garcia, Council Member
Gene Goss, Council Member
Kelly Kriebs, Council Member*

Sue Spears, City Treasurer



PUBLIC COMMENT

The Council will listen to the public on any item on the agenda. Under the Brown Act, the City Council is prohibited from taking action on items not on the agenda, but the matter may be referred to staff or to a subsequent meeting. Each speaker will be limited to three continuous minutes, which may not be delegated. These rules will be enforced but may be changed by appropriate City Council action.

PUBLIC COMMENT FOR ITEMS ON THE AGENDA:

Persons wishing to speak on closed session items have a choice of doing so either immediately prior to the closed session or at the time for comments on items at the open session.

CLOSED SESSION

CALL TO ORDER/ROLL CALL

Mayor Parkhurst, Mayor Pro Tem Lowe, Council Member Garcia, Council Member Goss, and Council Member Kriebs

PUBLIC COMMENT

Regarding Closed Session Items

RECESS TO CLOSED SESSION REGARDING:

**1. Conference with Legal Counsel; Existing Litigation
(Gov. Code 54956.9)(d)(1))**

City of Sierra Madre v. Edison International et al.
Case No. 25STCV06283

**2. Conference with Legal Counsel; Existing Litigation
(Gov. Code 54956.9)(d)(1))**

Protect Sierra Madre v. City of Sierra Madre et al.
LA County Case No. 24STCP01652

**3. Conference with Legal Counsel; Existing Litigation
(Gov. Code 54956.9)(d)(1))**

City of Sierra Madre v. META Platforms, Inc. et al.
LA County Case No. 24STCV04913

**4. Conference with Legal Counsel; Initiation of Litigation
(Gov. Code 54956.9)(d)(4))**

Number of Potential Cases: 1

ACTION ITEMS

Regardless of staff recommendation on any agenda item, the City Council will consider such matters, including action to approve, conditionally approve, reject, or continue such item.

MEETING ASSISTANCE

If you require special assistance to participate in this meeting, please call the City Clerk's Office at (626) 355-7135 at least 48 hours prior to the meeting.

**AGENDA
REGULAR MEETING
SIERRA MADRE CITY COUNCIL**

**Tuesday, September 23, 2025
5:30 pm**

**City of Sierra Madre
City Council Chambers
232 W. Sierra Madre Boulevard
Sierra Madre, California 91024**



*Robert Parkhurst, Mayor
Kristine Lowe, Mayor Pro Tem
Edward Garcia, Council Member
Gene Goss, Council Member
Kelly Kriebs, Council Member*

Sue Spears, City Treasurer

The Brown Act provides the public with an opportunity to make public comments at any public meeting; as an alternative, public comment may be made by e-mail to publiccomment@sierramadrecal.gov by 3:00PM on the day of the meeting. Emails will be acknowledged at the City Council meeting, filed into public record, and scanned onto the City website for public review.

The meeting will be streamed live on the City's website at sierramadrecal.gov, on Foothills Media website at <http://www.foothillsmedia.org/sierramadre> and broadcast on Government Access Channel 3 (Spectrum)

CODE OF CONDUCT

The purpose of a City Council meeting is to conduct City business. Members of the public that behave in a manner that interrupts or obstructs the City Council's ability to conduct City business may be asked to leave the meeting. Any and all demonstrations which disrupt, interrupt, or obstruct the City Council's ability to conduct City business are prohibited. No signs, posters, or other large objects shall be brought into the Council Chambers or other meeting place if doing so would disrupt, disturb, or otherwise impede the orderly course of the meeting.

CALL TO ORDER/ROLL CALL MEMBERS OF THE CITY COUNCIL

Mayor Parkhurst, Mayor Pro Tem Lowe, Council Member Garcia, Council Member Goss, Council Member Kriebs

PLEDGE OF ALLEGIANCE AND INSPIRATION

Mayor Pro Tem Kristine Lowe

APPROVAL OF MEETING AGENDA

Vote of the City Council to proceed with City business.

REPORT OUT FROM CLOSED SESSION

City Attorney report from the Closed Session.

- 1) Conference with Legal Counsel; Existing Litigation (Gov. Code 54956.9)(d)(1))
City of Sierra Madre v. Edison International et al. Case No. 25STCV06283
- 2) Conference with Legal Counsel; Existing Litigation (Gov. Code 54956.9)(d)(1))
Protect Sierra Madre v. City of Sierra Madre et al. LA County Case No. 24STCP01652
- 3) Conference with Legal Counsel; Existing Litigation (Gov. Code 54956.9)(d)(1))
City of Sierra Madre v. META Platforms, Inc. et al. LA County Case No. 24STCV04913
- 4) Conference with Legal Counsel; Initiation of Litigation (Gov. Code 54956.9)(d)(4))
Number of Potential Cases: 1

APPROVAL OF MEETING MINUTES

Approval of September 9, 2025 City Council Regular Meeting minutes.

APPROVAL FOR READING RESOLUTIONS AND ORDINANCES

Vote of the City Council to read all Ordinances and Resolutions by title only and waive reading in full.

MAYOR AND CITY COUNCIL REPORTS

Reporting of Council Members' activities related to City business.

PUBLIC PARTICIPATION CODE OF CONDUCT

The City Council requests that participants refrain from making personal, slanderous, profane, or disruptive remarks. A person who continues to disrupt the orderly conduct of the meeting after being warned by the Mayor or designee to cease the disruption may be precluded from further participation in the meeting. No signs, posters, or other large objects shall be brought into official meeting places if doing so would disrupt, disturb, or otherwise impede the orderly course of the meeting.

PUBLIC COMMENT

The City Council will listen to the public on any item on the agenda. In addition, the City Council will devote time for public comment on items not on the agenda. Addressing the City Council from the audience is not permitted; all comments addressing the Council must be made from the podium. Only public comment made from the podium will be recognized by the City Council and entered into public record.

Providing Public Comment for Items on the Meeting Agenda

Persons wishing to speak on any item on the agenda will be called during the comment period at the time the agenda item is brought forward. Persons wishing to speak on Closed Session items have a choice of doing so either immediately prior to the Closed Session or at the time for comments on items at the open session.

Provide Public Comment for Topics not on the Meeting Agenda

Time shall be devoted to provide public comments for items not on the agenda. Under the Brown Act, the City Council is prohibited from taking action on items not on the agenda.

Providing Public Comment

1. Any person wishing to provide public comment is asked to complete a comment card. Each speaker will be limited to up to three continuous minutes, which may not be delegated or deferred.
2. Comments addressed to the City Council shall occur during the appropriate time on the agenda and should not be construed as an opportunity for dialogue.

IN MEMORIAM

1. DAVID LOERA
2. MARIE SULLIVAN
3. CHARLIE BELL

PRESENTATION

1. UPDATE FROM SOUTHERN CALIFORNIA EDISON
2. SIERRA MADRE POLICE DEPARTMENT REPORTED BEAR ACTIVITY UPDATE

ACTION ITEMS

Regardless of staff recommendation on any agenda item, the City Council will consider such matters, including action to approve, conditionally approve, reject, or continue such item.

CONSENT

a) RESOLUTION 25-53 APPROVING CERTAIN DEMANDS

It is recommended that the City Council adopt Resolution 25-53 approving payment of City Warrants in the aggregate amount of \$940,952.55, Sierra Madre Library Warrants in the aggregate amount of \$665,250.76, and Payroll Transfer in the aggregate amount of \$579,915.11, for the Fiscal Year ending June 30, 2026.

b) TRANSMITTAL OF THE FISCAL YEAR 2025-2026 BUDGET BOOK

It is recommended that the City Council receive and file this informative report.

c) RESOLUTION 25-54 AMENDING THE FISCAL YEAR 2025-26 ADMINISTRATION INTERNAL SERVICE FUND BUDGET AUTHORIZING A SUPPLEMENTAL APPROPRIATION TO THE FINANCE DEPARTMENT IN THE AMOUNT OF \$58,000 OFFSET BY A REDUCTION IN THE ADMINISTRATION INTERNAL SERVICE FUND BALANCE FOR FINANCIAL POLICY ADVISORY SERVICES; AND PROFESSIONAL SERVICES AGREEMENT WITH HUE C. QUACH FOR FINANCIAL POLICY AND PROCEDURE DEVELOPMENT IN AN AMOUNT NOT TO EXCEED \$58,000

It is recommended that the City Council adopt Resolution 25-54 and approve a Professional Services Agreement with Hue C. Quach in an amount not to exceed \$58,000.

d) PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR GENERAL PLAN UPDATES TO OPEN SPACE AND CONSERVATION ELEMENTS IN AN AMOUNT NOT TO EXCEED \$155,000

It is recommended that the City Council approve the Professional Services Agreement with Kimley-Horn and Associates, Inc. in an amount not to exceed \$155,000; and authorize the City Manager to execute the agreement in a form acceptable to the City Attorney.

e) ORDINANCE No. 1467 AMENDING CHAPTER 9.32 (NOISE) OF TITLE 9 (PUBLIC PEACE, MORALS AND WELFARE) AND CHAPTER 8.40 (LANDSCAPING EQUIPMENT) OF TITLE 8 (HEALTH AND SAFETY) OF THE SIERRA MADRE MUNICIPAL CODE

It is recommended the City Council conduct its second reading and adopt Ordinance No. 1467 amending section 17.60.056 ("Discretionary Demolition Permit") of Chapter 17.60 ("Variances and Discretionary Permits") of Title 17 ("Zoning") of the Sierra Madre Municipal Code ("Code"), by title only, waiving further readings. the amendments to Chapter 9.32 (Noise) of Title 9 (Public Peace, Morals and Welfare) and Chapter 8.40 (Landscaping Equipment) of Title 8 (Health and Safety) of the Sierra Madre Municipal Code.

f) RESOLUTION 25-55 REGARDING THE NEW NATIONAL OPIOIDS SETTLEMENT

It is recommended that the City Council adopt Resolution 25-55 authorizing the City to participate in the National Opioids settlements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus.

g) PARTICIPATION IN SOUTHERN CALIFORNIA EDISON'S (SCE) LS-1 OPTION "E" STREETLIGHT CONVERSION PROGRAM

It is recommended that the City Council approve participation in Southern California Edison's ls-1 Option "E" Streetlight Conversion Program; and authorize the City Manager to execute the agreements on behalf of the City.

DISCUSSION

1. REPORT, DISCUSSION, AND DIRECTION ON SCHOOL PEDESTRIAN SAFETY ENHANCEMENTS

It is recommended that the City Council receive this report and provide direction on next steps to improve traffic and pedestrian safety near Sierra Madre Elementary School, particularly at the intersection of Highland Avenue and Auburn Avenue.

2. REPORT, DISCUSSION, AND DIRECTION REGARDING THE DOWNTOWN PARKING ENFORCEMENT PILOT PROGRAM

It is recommended that the City Council receive the report and provide direction to staff.

3. REPORT, DISCUSSION, AND DIRECTION REGARDING THE REPLACEMENT OF THE CITY HALL/PUBLIC SAFETY BUILDING EMERGENCY POWER GENERATOR

It is recommended that the City Council receive the report and provide direction to staff.

4. REPORT, DISCUSSION, AND DIRECTION REGARDING THE FORMATION OF A MAJOR SPORTING EVENTS AD HOC COMMITTEE

It is recommended that the City Council receive the report and provide direction to staff on the creation of a Major Events Ad Hoc Committee and potential changes to the City's short-term rental ordinances.

AVAILABILITY OF AGENDA MATERIALS

Materials related to items on this agenda are available for public inspection on the City's website at sierramadrea.gov.

LIVE BROADCASTS

Regular City Council meetings are broadcast live on Cable Channel 3 and rebroadcast on Wednesday and Saturday at 5:30 p.m.

MEETING ASSISTANCE

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ADJOURNMENT

The City Council will adjourn in memory of Marie Sullivan, David Loera, and Charlie Bell; to its Regular Meeting on Tuesday, October 14, 2025.

**MINUTES
REGULAR MEETING
SIERRA MADRE CITY COUNCIL**

**Tuesday, September 9, 2025
5:30 pm**

**City of Sierra Madre
City Council Chambers
232 W. Sierra Madre Boulevard
Sierra Madre, California 91024**



*Robert Parkhurst, Mayor
Kristine Lowe, Mayor Pro Tem
Edward Garcia, Council Member
Gene Goss, Council Member
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CALL TO ORDER/ROLL CALL MEMBERS OF THE CITY COUNCIL

Mayor Parkhurst called the meeting to order at 5:31 p.m. City Clerk Aguilar called the roll.

Present: Mayor Robert Parkhurst, Mayor Pro Tem Kristine Lowe, Council Member Edward Garcia, Council Member Gene Goss, and Council Member Kelly Kriebs

Absent: None.

Also Present: Michael Bruckner, City Manager
Aleks Giragosian, City Attorney
Miguel Hernandez, Assistant City Manager
Laura Aguilar, City Clerk
Gustavo Barrientos, Police Chief
Joshua Wolf, Senior Planner
Gregory Silva, Code Enforcement Officer
Leila Regan, City Librarian
Arnulfo Yanez, Director of Public Works
James Carlson, Senior Analyst
Oscar Millan, IT Manager

PLEDGE OF ALLEGIANCE AND INSPIRATION

Mayor Parkhurst led the audience in the pledge of allegiance then reflected on the meaning of Labor Day.

APPROVAL OF MEETING AGENDA

Vote of the City Council to proceed with City business.

Mayor Parkhurst asked for a motion to amend the agenda or approve as presented.

Council Member Garcia requested Consent Item D pulled from the Consent Calendar to be discussed as Discussion Item 1.

Mayor Pro Tem Lowe made a motion to amend the agenda as requested.

Council Member Goss seconded the motion.

Mayor Parkhurst called for a vote of the Council:

Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, Council Members Garcia, Goss and Kriebs

Noes: None.

Absent: None.

Abstain: None.

The motion to approve the agenda as amended was approved by a unanimous voice vote by all Members present.

REPORT OUT FROM CLOSED SESSION

No Closed Sessions were scheduled since the City Council adjourned on August 26, 2025.

APPROVAL OF MEETING MINUTES

Approval of August 26, 2025 City Council Regular Meeting minutes.

Mayor Parkhurst asked for a motion regarding the August 26, 2025 Regular Meeting minutes.

Council Member Goss made a motion to approve the August 26, 2025 Regular Meeting minutes as presented.

Mayor Pro Tem Lowe seconded the motion.

Mayor Parkhurst called for a vote of the Council:

Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, Council Members Garcia, Goss and Kriebs
Noes: None.
Absent: None.
Abstain: None.

The motion to approve the meeting minutes as presented was approved by a unanimous voice vote by all Members present.

Mayor Parkhurst then continued the meeting to discuss the reading of resolutions and ordinances.

APPROVAL FOR READING RESOLUTIONS AND ORDINANCES

Vote of the City Council to read all Ordinances and Resolutions by title only and waive reading in full.

Mayor Parkhurst asked for a motion.

Council Member Garcia made a motion to approve the reading of ordinances and resolutions by title only.

Council Member Kriebs seconded the motion.

Mayor Parkhurst called for a vote of the Council:

Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, Council Members Garcia, Goss and Kriebs
Noes: None.
Absent: None.
Abstain: None.

The motion to approve the reading of ordinances and resolutions by title only was approved by a unanimous voice vote by all Members present.

MAYOR AND CITY COUNCIL REPORTS

Reporting of Council Members' activities related to City business.

Council Member Goss:

Did not have any new updates since the City Council last met.

Council Member Kriebs:

Reported that she attended a meeting of the San Gabriel Valley Council of Governments 2028 Olympics and Paralympics Ad Hoc Committee.

Council Member Garcia:

Reported that he was not able to attend the most recent Sierra Madre Chamber of Commerce meeting and Senior Community Commission. He plans to meet with Chamber President Cimino for an update. Council Member Garcia also announced that the Senior Community Commission selected Stephen Heydorff as the new Chair for the Commission and Mary Carney is the new Vice-Chair.

Mayor Pro Tem Lowe:

August 21, 2025, Mayor Pro Tem Lowe reported that she attended a meeting with the residents on Woodland Drive to discuss alternatives for the removal of a tree.

September 2, 2025 she attended a meeting of the Sierra Madre Fire Safe Council. They are looking for Block Leaders. Contact the Fire Safe Council if you are interested in joining the group.

September 9, 2025 attended a meeting on Building Fire Adaptive Communities in conjunction with Cal Cities.

Mayor Parkhurst:

Reported that he attended a meeting of the Clean Power Alliance on August 27;

On September 3, 2025 he attended a meeting of the San Gabriel Valley Council of Governments Energy, Environment, and Natural Resources Committee;

He attended the September 4th Clean Power Alliance Board meeting.

At the conclusion of Council's reports, Mayor Parkhurst opened the forum for public comment on items not on the agenda. City Clerk Aguilar announced that no speaker cards or e-mails had been submitted for items not on the agenda.

PUBLIC PARTICIPATION CODE OF CONDUCT

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Providing Public Comment for Items on the Meeting Agenda

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Provide Public Comment for Topics not on the Meeting Agenda

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Providing Public Comment

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2. Comments addressed to the City Council shall occur during the appropriate time on the agenda and should not be construed as an opportunity for dialogue.

Mayor Parkhurst opened the podium for public comment on items not on the agenda. City Clerk Aguilar announced that no e-mails were received for items not on the agenda.

1. Joe Reid, 245 W. Sierra Madre Blvd., Asked for an update to the Gateway Coach
2. Leila Regan, City Librarian, announced upcoming Library events.
3. Carolyn Lanyi, 181 E. Montecito Ave; shared her frustration with frequent power outages
4. Linda Comstock, 292 W. Montecito Ave; commented on the excessive power outages and asked how many power outages have occurred in the last 2 years.
5. Judy Webb-Martin, 93 W. Mira Monte; upset with the impacts of the frequent power outages. Her sister is on 24-hour oxygen and the outages put her at risk.
6. Alba Uribe, 50 E. Highland Ave; expressed her concerns with the frequent power outages. She works from home and the power outages create problems for her.
7. Todd Conrad, 561 Foothill; shared his experience with power resets. The recent outages are unreasonable.
8. Diego Arias, proposed accessibility parking and a shuttle system for hikers going to Chantry Flats Recreation area on Fridays, Saturdays, and Sundays.

Mayor Parkhurst closed public comment and moved on to presentations.

PRESENTATION

1. **PROCLAMATION IN RECOGNITION OF CALIFORNIA'S 175TH STATEHOOD ANNIVERSARY**
The proclamation was presented to Adriana Perez, Field Representative, for State Assembly Member John Harabedian (41st District)
2. **FUNDRAISING UPDATE FROM SIERRA MADRE LIBRARY FOUNDATION**
Sierra Madre Library Foundation Chair Rob Stockly provide an update on
3. **UPDATE FROM SOUTHERN CALIFORNIA EDISON**
Southern California Edison Government Relations Manager Connie Turner provided an update on
4. **SIERRA MADRE POLICE DEPARTMENT REPORTED BEAR ACTIVITY UPDATE**
Police Chief Barrientos provided the City Council with an update on local bear intrusions and bear-related calls for service.

At the conclusion of the presentations, Mayor Parkhurst moved onto Action Items. City Clerk Aguilar read the following reports:

ACTION ITEMS

Regardless of staff recommendation on any agenda item, the City Council will consider such matters, including action to approve, conditionally approve, reject, or continue such item.

CONSENT

- a) **RESOLUTION 25-50 APPROVING CERTAIN DEMANDS**
It is recommended that the City Council adopt Resolution 25-50 ratifying payment of City Warrants in the aggregate amount of \$690,436.06, Sierra Madre Library Warrants in the aggregate amount of \$7,049.78, and Payroll Transfer in the aggregate amount of \$607,221.90, for the Fiscal Year ending June 30, 2025 and June 30, 2026.

b) TREASURER’S REPORT FOR QUARTER ENDING JUNE 30, 2025

It is recommended that the City Council receive and file this informative report.

c) CODE ENFORCEMENT FISCAL YEAR 2024/2025 ANNUAL REPORT

It is recommended that the City Council receive and file this informative report.

~~**d) RESOLUTION 25-51 DESIGNATING STREETS TO BE INCLUDED IN THE FISCAL YEAR 2025-26 STREET REHABILITATION PROGRAM**~~

~~It is recommended that the City Council adopt Resolution No. 25-51, approving a list of projects for Fiscal Year 2025-26 to be funded by SB 1: The Road Repair and Accountability Act (RMRA) of 2017, as required by State law.~~

Item d was pulled for discussion by Council action.

e) ORDINANCE No. 1484 AMENDING SECTION 17.60.056 (“DISCRETIONARY DEMOLITION PERMIT”) OF CHAPTER 17.60 (“VARIANCES AND DISCRETIONARY PERMITS”) OF TITLE 17 (“ZONING”) OF THE SIERRA MADRE MUNICIPAL CODE

It is recommended the City Council conduct its second reading and adopt Ordinance No. 1484 amending section 17.60.056 (“Discretionary Demolition Permit”) of Chapter 17.60 (“Variances and Discretionary Permits”) of Title 17 (“Zoning”) of the Sierra Madre Municipal Code (“Code”), by title only, waiving further readings.

f) AUTHORIZATION TO EXECUTE AN AGREEMENT WITH RINGCENTRAL FOR UNIFIED COMMUNICATIONS SERVICES (SOURCEWELL CONTRACT 120122-RNG)

It is recommended that the City Council authorize the City Manager to execute a three-year agreement with the option to renew annually thereafter under Sourcewell Contract 120122-RNG, or any subsequent Sourcewell contract awarded to RingCentral with RingCentral, Inc. for cloud-hosted unified communications services at a contract value of \$83,909.16 over the Initial Term, plus applicable taxes and regulatory fees; and authorize the City Manager to execute amendments to add, change, or remove licenses, numbers, and related services as operational needs require.

g) RESOLUTION No. 25-52 DIRECTING THE SALE OF PROPERTY LOCATED AT 487 WOODLAND DRIVE, SIERRA MADRE, CALIFORNIA 91024

It is recommended that the City Council adopt Resolution 25-52 directing the sale of property located at 487 Woodland Drive, Sierra Madre, California 91024, pursuant to Government Code sections 37350-37351.

At the conclusion of City Clerk Aguilar’s report, Mayor Parkhurst brought the matter to the City Council for questions then opened the topic for public comment. City Clerk Aguilar noted for the record that no e-mails had been received prior to the City Council meeting.

Seeing no one come forward, Mayor Parkhurst closed Public Comment and brought the discussion back to Council.

Mayor Parkhurst asked the Council for a motion.

Council Member Garcia made a motion to approve Consent A-C and E-G as presented.

Council Member Kriebs seconded the motion.

Mayor Parkhurst called for a vote of the Council:

Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, Council Members Garcia, Goss and Kriebs
Noes: None.
Absent: None.
Abstain: None.

Consent Items Consent A-C and E-G were approved by majority voice vote.

DISCUSSION

Consent Item d was pulled for discussion by Council action

d) RESOLUTION 25-51 DESIGNATING STREETS TO BE INCLUDED IN THE FISCAL YEAR 2025-26 STREET REHABILITATION PROGRAM

It is recommended that the City Council adopt Resolution No. 25-51, approving a list of projects for Fiscal Year 2025-26 to be funded by SB 1: The Road Repair and Accountability Act (RMRA) of 2017, as required by State law.

City Council asked questions about SB1 pertaining to timelines, deadlines, how streets are identified for rehabilitation, and the robust public input process. Public Works Director Yanez provided responses to the City Council.

At the conclusion of Director Yanez's report, Mayor Parkhurst opened the topic for public comment. City Clerk Aguilar noted for the record that no e-mails had been received prior to the City Council meeting.

Seeing no one come forward, Mayor Parkhurst closed Public Comment and brought the discussion back to Council. The City Council discussed implementing a project management system to provide a strategic plan to identify repairs. Hearing no additional discussion from the City Council, Mayor Parkhurst asked for a motion.

Mayor Pro Tem Lowe made a motion to adopt Resolution 25-51.

Council Member Goss seconded the motion.

Mayor Parkhurst called for a vote of the Council:

Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, Council Members Garcia, Goss and Kriebs
Noes: None.
Absent: None.
Abstain: None.

At this time Mayor Pro Tem Lowe made a motion to have the City Council move up the discussion on pedestrian safety near Sierra Madre Elementary School.

Council Member Goss seconded the motion.

Mayor Parkhurst called for a vote of the Council:

Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, Council Members Garcia, Goss and Kriebs
Noes: None.
Absent: None.
Abstain: None.

1. REPORT, DISCUSSION, AND DIRECTION ON SCHOOL PEDESTRIAN SAFETY ENHANCEMENTS

It is recommended that the City Council receive this report and provide direction on next steps to improve traffic and pedestrian safety near Sierra Madre Elementary School, particularly at the intersection of Highland Avenue and Auburn Avenue.

Police Chief Barriento presented the report to Council. Afterwards, Mayor Parkhurst brought the matter to the City Council for questions.

Mayor Parkhurst opened the podium for public comment.

City Clerk Aguilar announced for the record that one e-mail had been received in advance of the City Council meeting from Cindi Carter. City Clerk Aguilar called the names from the speaker cards, in the order in which they were received:

Ashlee Dilsaver Shauer: highlighted her safety concerns at Sierra Madre Elementary School

Sharon Cartagena, 81 Auburn: shared her concerns with distracted drivers and described chaotic traffic conditions.

Caitlin Wolfe, Laurel: shared her concerns with safety and traffic congestion around the school

Seeing no one else come forward, Mayor Parkhurst closed public comment and brought the matter back to the City Council for discussion.

City Council directed the City Manager to engage with Pasadena Unified School District for discussion on a Memorandum of Understanding for a cost-sharing agreement with crossing guards at both Sierra Madre Elementary School and Sierra Madre Middle School; and return to the September 23rd City Council meeting with budget considerations for signage and traffic control measures.

8:38 pm at this time Mayor Parkhurst called for a brief recess.

8:45 pm the City Council reconvened their meeting

2. ORDINANCE No. 1485 UPDATING SIERRA MADRE MUNICIPAL CODE CHAPTER 15.60 "WATER EFFICIENT LANDSCAPE ORDINANCE" ADDING REGULATIONS FOR THE INSTALLATION OF ARTIFICIAL TURF

It is recommended that the City Council introduce Ordinance No. 1485 and direct staff to return to a future meeting for adoption.

Management Analyst Carlson presented the report to Council. Afterwards, Mayor Parkhurst brought the matter to the City Council for questions.

Mayor Parkhurst opened the podium for public comment.

City Clerk Aguilar announced that three e-mails were received in advance of the City Council meeting from:

Jim and Martha Walsworth

Andrew Schneider

Bobby Leary

Seeing no one come forward, Mayor Parkhurst closed public comment and brought the matter back to Council for further discussion.

The City Council directed staff to return to a future meeting with a resolution that discourages the installation of artificial turf;; and defining the use of artificial turf to be counted as new impervious surfaces for the calculation of L.I.D.S.

Council Member Goss made a motion to have staff return to a future meeting with a resolution that discourages artificial turf and addresses L.I.D.S.

Council Member Garcia seconded the motion.

Mayor Parkhurst called for a vote of the Council:

Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, Council Members Garcia, Goss and Kriebs
Noes: None.
Absent: None.
Abstain: None.

The motion carried.

Mayor Parkhurst continued the meeting to the next discussion item.

1. REPORT, DISCUSSION, AND DIRECTION REGARDING AMENDMENTS TO SIERRA MADRE MUNICIPAL CODE CHAPTER 17.72 (SIGNS)

It is recommended that the City Council receive the report and provide direction to staff regarding the policy issues identified in this report.

City Attorney Giragosian presented the report to Council, concluding his presentation by asking if the Council was desirous of having regulations regarding murals.

The City Council discussed Issue 2 of the staff report: Regulation of Murals. Afterwards, Mayor Parkhurst opened the podium for public comment. Seeing no one come forward, Mayor Parkhurst closed public comment and brought the matter back to the City Council for discussion.

Council Member Kriebs made a motion to direct staff to not address this issue.

Mayor Pro Tem Lowe seconded the motion.

City Council provided staff with the following direction:

Mayor Parkhurst called for a vote of the Council:

Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, Council Members Garcia, Goss and Kriebs
Noes: None.
Absent: None.
Abstain: None.

The motion carried.

Mayor Parkhurst moved onto Issue 3: Regulation of Election and Political Signs. City Attorney Giragosian presented an update to the latest legislation regarding election and political signs. The City's current ordinance would not withstand scrutiny if challenged.

Council Member Goss made a motion to eliminate bond and time requirements for political signs. The motion was seconded by Council Member Garcia.

The City Council discussed other sign requirements. Subsequently Council Member Goss withdrew his motion.

Mayor Pro Tem Lowe made a motion to remove SMMC 17.72.030(K) and SMMC 17.72.030(L). The motion was not seconded.

Mayor Kriebs expressed that she would rather have this discussion go to the Planning Commission with direction from the City Council.

Mayor Parkhurst made a motion to remove restrictions on election and political signs and have the Planning Commission provide an analysis and recommendation regarding the number of signs.

Mayor Pro Tem Lowe seconded the motion.

Mayor Parkhurst called for a vote of the Council:

Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, Council Members Garcia, Goss and Kriebs
Noes: None.
Absent: None.
Abstain: None.

The motion carried.

The City Council then moved on to Issue 1: Regulation of Signs in the Right-of-Ways

City Attorney Giragosian suggested that the City Council provide direction to the Planning Commission to define "parkway" and "right-of-way."

Mayor Pro Tem Lowe made a motion to that effect.

Council Member Goss seconded the motion.

Mayor Parkhurst called for a vote of the Council:

Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, Council Members Garcia, Goss and Kriebs
Noes: None.
Absent: None.
Abstain: None.

The motion carried.

Mayor Parkhurst continued the meeting, asking Council if they would like to add any items to future meetings.

FUTURE ITEMS

Council Member Goss: discuss the installation of a Public Works project management software

Council Member Garcia: look into upgrading Microsoft Office 2016 to Office 365.

Mayor Parkhurst: identify automation opportunities; a *Power Ready* presentation from the Clean Power

Alliance, a presentation from Southern California Edison

Hearing no other requests from Council, Mayor Parkhurst asked for a motion to adjourn the meeting.

Council Member Kriebs made a motion to adjourn the meeting.

Council Member Goss seconded the motion to adjourn.

Mayor Parkhurst called for a vote of the Council:

Ayes: Mayor Parkhurst, Mayor Pro Tem Lowe, Council Members Garcia, Goss, and Kriebs

Noes: None.

Absent: None.

Abstain: None.

The motion to adjourn the meeting to the next Regular meeting on September 23, 2025 at this same location was approved by all Members at 9:54 pm.

Minutes taken and typed by:

Approved by Council Action:

Laura M. Aguilar
City Clerk

Robert Parkhurst
Mayor

AVAILABILITY OF AGENDA MATERIALS

Materials related to items on this agenda are available for public inspection on the City's website at sierramadreca.gov.

LIVE BROADCASTS

Regular City Council meetings are broadcast live on Cable Channel 3 and rebroadcast on Wednesday and Saturday at 5:30 p.m.

MEETING ASSISTANCE

If you require special assistance to participate in this meeting, please call the City Clerk's office at (626) 355-7135 at least 48 hours prior to the meeting.

ADJOURNMENT

The City Council will adjourn to its Regular Meeting on Tuesday, September 23, 2025.



City of Sierra Madre Agenda Report

*Robert Parkhurst, Mayor
Kristine Lowe, Mayor Pro Tem
Edward Garcia, Council Member
Gene Goss, Council Member
Kelly Kriebs, Council Member*

Sue Spears, City Treasurer

TO: Mayor and City Council
FROM: Anthony Rainey, Finance Director
REVIEWED BY: Michael Bruckner, City Manager
DATE: September 23, 2025
SUBJECT: **RESOLUTION 25-53 APPROVAL OF WARRANTS FOR PAYMENT**

STAFF RECOMMENDATION

It is recommended that the City Council approve payment of the following:

- **Outstanding Obligated City Warrants:** \$940,952.55
- **Outstanding Obligated Sierra Madre Library Warrants:** \$665,250.76
- **Payroll Transfer:** \$579,915.11

ALTERNATIVES

1. Approve the requested ratifications.
2. Direct staff to return with additional information.

SUMMARY

To ratify means to formally approve or confirm a decision or action, making it officially valid. In this context, it ensures that the City Council affirms the payment of public funds after a thorough review process. The City Council is requested to ratify warrants and approve checks issued for payment, as certified by the Director of Finance. These payments have been reviewed for compliance with the City's approved budget, financial policies, and authorized spending limits. Ratification by the City Council formally authorizes the disbursement of public funds, ensuring transparency, accountability, and adherence to sound fiscal management practices.

Attachment 1A – Warrant Register Post Date 9/23/25 - provides an aggregated breakdown of the warrants, including descriptions (e.g. categories of payments), amounts, and corresponding fiscal year allocations. Note that the last page It serves as a reference document to support the warrant approvals requested in this report, ensuring transparency and accountability in financial transactions. The attachment includes details on general warrants, utility bills, library warrants, and payroll transfers.

Following Attachment 1A, the *Check Approval Register* provides a comprehensive record of financial disbursements by the City of Sierra Madre, detailing payment transactions, vendor information, and check dates to ensure transparency and accountability. Additionally, the *Payroll Summary Register* outlines payroll disbursements, including total earnings, employer expenses, and overall payroll costs for each pay period. The total payroll expenditure for the most recent pay period (PR #19) for *Date 9/11/25*:

Total Earnings (Salaries) @ \$431,552.90 plus Employer Benefits¹ @\$148,362.21 = Total @ \$579,915.11,

This aligns with the payroll transfer amount listed in Attachment 1A. These records collectively support the accuracy and legitimacy of the financial transactions presented for approval.

ANALYSIS

State and City Requirements: The approval of warrants for payment by the City Council is a procedural requirement established under the California Government Code (§ 37208) and the Sierra Madre Municipal Code (§ 3.04.010). The City utilizes resolutions to approve warrants in accordance with Chapter 3.04 - Administration of Fiscal Matters under Title 3 - Finance of the Sierra Madre Municipal Code. These provisions outline the procedures and regulations governing the issuance and management of payment warrants, ensuring transparency, accountability, and compliance in financial transactions involving public funds.

Warrant: A "warrant" is a written authorization directing the payment of money to vendors, contractors, or service providers for goods or services rendered to City departments. These measures ensure that public funds are used appropriately and in alignment with City policies and legal requirements.

Purpose of the Process: The primary purpose of this process is to confirm that all payments align with the City's budgetary allocations, procurement policies, and service agreements. Approval by the City Council serves as a critical **Management Control**, ensuring that expenditures are lawful, necessary, and consistent with City priorities. Department Heads review and verify invoices, while City staff maintain robust **Internal Controls** through proper documentation, authorization workflows, and reconciliation procedures.

Warrant for Payment Report: This attached report, commonly referred to as the *Check Approval Register*, provides a detailed account of payees, payment amounts, and purposes. This tool allows the City Council and staff to actively monitor expenditures, ensuring financial oversight, fostering public trust, and reinforcing fiscal responsibility. Failure to adhere to these practices could expose the City to financial risks, compliance issues, and diminished public confidence.

Check Approval Register Overview: The *Check Approval Register* is generated using the City's Enterprise Resource Planning (ERP) system, Tyler Technologies Pro 10. This report offers a comprehensive overview of financial disbursements, including payee names, payment amounts, dates, and purposes. By providing a clear and detailed record of financial transactions, the register promotes transparency and ensures public funds are utilized effectively. This level of detail allows City Council members and residents to track municipal expenditures and reinforces accountability in financial management. The following are key fields from the Check Approval Register and their definitions:

1. **Packet:** Refers to a batch of payment transactions processed together, often linked to a specific date or approval cycle.
2. **Vendor Set:** Identifies the category or group of vendors (e.g., utilities, general, or project-specific).
3. **Vendor Number:** A unique identifier assigned to each vendor for tracking and referencing purposes.
4. **Vendor Name:** The name of the individual or organization receiving the payment.
5. **Bank Code:** A code representing the bank account from which the payment is drawn.
6. **Payment Type:** Specifies the method of payment, such as check, electronic funds transfer (EFT), or wire transfer.
7. **Invoice #:** The unique number associated with the vendor's invoice, serving as a reference for the payment.
8. **Invoice Description:** A brief summary of the goods or services rendered, as described on the invoice.
9. **Account Number:** The City's general ledger account charged for the payment, structured as follows:
 - a. **Fund Code:** (e.g., **10000**) Identifies the fund, such as the General Fund.
 - b. **Department Code:** (e.g., **81200**) Indicates the responsible department, such as Public Works.
 - c. **Object Code:** (e.g., **52200**) Specifies the type of expenditure, such as contractual services.
10. **Distribution Amount:** The amount allocated to a specific account, showing how the payment is distributed across budget line items.

These fields ensure accuracy, transparency, and accountability in financial reporting and expenditure tracking, aligning with the City's commitment to sound fiscal management practices. This process not only fulfills legal and procedural requirements but also underscores the City's dedication to effective governance and responsible stewardship of public funds.

CONSISTENCY WITH GENERAL PLAN

Not applicable.

FINANCIAL REVIEW/SOURCE OF FUNDING

The payments presented for ratification have been made in accordance with the City's approved budget for the fiscal year. All expenditures are charged to their respective funds and accounts as outlined in the City's financial plan. The warrants, library payments, and payroll transfers were funded from the General Fund, Special Revenue Funds, and other designated

funding sources, ensuring compliance with budgetary allocations and authorized spending limits. No unbudgeted or unauthorized expenses are included in this report.

ENVIRONMENTAL (CEQA)

Not applicable.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies of this report can be accessed on the City's website at sierramadreca.gov.

Attachments

Resolution 25-53

¹ These typically include: **Payroll Taxes** – Employer-paid portions of Social Security, Medicare (FICA), and state/federal unemployment taxes (FUTA/SUTA). **Retirement Contributions** – Employer contributions to pension plans or retirement accounts, such as CalPERS (California Public Employees' Retirement System). **Health and Benefits Costs** – Employer-provided health insurance, dental, vision, life insurance, or other employee benefits. **Workers' Compensation Insurance** – Employer-paid premiums for workers' compensation coverage. **Other Employer Liabilities** – Any additional costs required by employment agreements, union contracts, or city policies.

RESOLUTION NUMBER 25-53

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE
APPROVING CERTAIN DEMANDS**

WHEREAS, Government Code sections 37208-37209 authorize the City Council to ratify and approve warrants or checks drawn in payment of demands certified or approved by the Director of Finance as conforming to the budget; and,

WHEREAS, the following demands have been reviewed and approved by the Finance Director; and,

WHEREAS, the Finance Director has verified that appropriated funds are available for payment thereof; and,

WHEREAS, the register of audited demands has been submitted to the City Council for approval; and

WHEREAS, City Warrants are the payment of bills, invoices and contractual obligations incurred by the City of Sierra Madre during the period enumerated therein, based on the approved fiscal year budget and existing budgetary authority, Municipal Code authority, or prior policy direction by the City Council; and

WHEREAS, Payroll Transfer is the transfer of funds to cover the payroll costs for all City employees for the period enumerated therein.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Sierra Madre does hereby approve payment of City Warrants in the aggregate amount of \$940,952.55; Sierra Madre Library Warrants in the aggregate amount of \$665,250.76; and Payroll Transfer in the aggregate amount of \$579,915.11 for the fiscal year ending June 30, 2026.

APPROVED AND ADOPTED this 23rd day of September 2025.

Mayor, City of Sierra Madre, California

I hereby certify that the foregoing Resolution Number 25-53 was adopted by the City Council of the City of Sierra Madre at a regular meeting held on the 23rd day of September 2025.

AYES:

NOES:

ABSTAIN:

ABSENT:

City Clerk, City of Sierra Madre, California

**City of Sierra Madre
Department of Finance
Warrant Register Recap
City Council Meeting of September 23, 2025**

CITY OF SIERRA MADRE AND SIERRA MADRE LIBRARY

City of Sierra Madre Warrants	\$940,952.55
Sierra Madre Library Warrants.....	\$665,250.76
Payroll Transfer.....	\$579,915.11



Packet: APPKT08273 - GEN FY25/26 9/23/25
Vendor Set: 01 - Vendor Set 01

Check Date: 09/17/2025

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>VEN03948</u>	ADVANCED PROBLEM SOLVING LLC				2,978.00
APBWEST	Check	<u>SMDFD007</u>	Fire Training & State Reporting Platform FY25/26	10000.61000.53409	2,978.00
<u>VEN01276</u>	AETNA LIFE INSURANCE COMPANY				133.30
APBWEST	Check	<u>INV041971</u>	EMS REFUND 23016491	10000.64000.47029	133.30
<u>VEN03814</u>	AIR SOURCE INDUSTRIES				91.65
APBWEST	Check	<u>00961378</u>	OXYGEN	10000.64000.53300	91.65
<u>VEN03454</u>	AMAZON CAPITAL SERVICES				6,238.42
APBWEST	Check	<u>1147-N3CT-7CFT</u>	MISC SUPPLIES 6/23/25 - 7/6/25	60003.30000.53103	745.75
		<u>116X-LT79-F1F3</u>	MISC SUPPLIES 8/18/25 - 8/31/25	10000.61000.52302	275.86
				10000.61000.53999	130.12
				10000.64000.53300	1,143.80
		<u>11X1-LW66-CPGV</u>	MISC SUPPLIES 8/18/25 - 8/13/25	60003.30000.53103	154.30
		<u>16GV-PWHV-3W67</u>	MISC SUPPLIES 8/4/25 - 8/17/25	60003.30000.53103	316.69
		<u>199M-XDPV-6D1W</u>	MISC SUPPLIES 8/18/25 - 8/31/25	71000.81100.53100	796.58
		<u>1HP6-J79L-1YX9</u>	MISC SUPPLIES 7/7/25 - 7/20/25	10000.50000.53100	88.06
		<u>1N7K-KH9Q-GY37</u>	MISC SUPPLIES 9/1/25 - 9/23/25	60007.70100.53303	582.41
		<u>1NGQ-WNYK-9KXC</u>	MISC SUPPLIES 6/23/25 - 7/6/25	60003.30000.53103	59.36
		<u>1QQG-FRTP-4JRM</u>	MISC SUPPLIES 7/7/25 - 7/20/25	60003.30000.53103	1,768.83
		<u>1YXH-YD4X-9KDX</u>	MISC SUPPLIES 6/23/25 - 7/6/25	60003.30000.53103	176.66
<u>VEN03981</u>	ANGEL'S AUTO REPAIR INC				442.16
APBWEST	Check	<u>038545</u>	VEHICLE MAINT/#5103	60000.83100.53208	442.16
<u>VEN04026</u>	ARCADIA TIRES				50.00
APBWEST	Check	<u>INV041972</u>	VEHICLE MAINT/#5102	60000.83100.53208	50.00
<u>1552</u>	ARNOLD'S FRONTIER HARDWARE - Fire				149.09
APBWEST	Check	<u>116894</u>	MISC. SUPPLIES	10000.61000.53204	112.65
		<u>116903</u>	MISC. SUPPLIES	10000.61000.53204	36.44
<u>0122</u>	ARNOLD'S FRONTIER HARDWARE - PW				275.60
APBWEST	Check	<u>116804</u>	FY 25/26 STREET DEPT. MAINTENANCE SUPPLIES	10000.83500.53206	17.66
		<u>116806</u>	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	25.91
		<u>116817</u>	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	13.24
		<u>116852</u>	FY 25/26 MAINTENANCE SUPPLIES	60001.83200.53200	12.24
		<u>116859</u>	FY 25/26 PARK MAINTENANCE SUPPLIES	10000.83300.53001	18.94
		<u>116862</u>	FY 25/26 WATER DEPT. MAINTENANCE SUPPLIES	71000.81100.53200	11.04
		<u>116879</u>	FY 25/26 WATER DEPT. MAINTENANCE SUPPLIES	71000.81100.53200	40.71
		<u>116880</u>	FY 25/26 WATER DEPT. MAINTENANCE SUPPLIES	71000.81100.53200	104.96
		<u>116885</u>	FY 25/26 PARK MAINTENANCE SUPPLIES	10000.83300.53001	13.23
		<u>116924</u>	FY 25/26 STREET DEPT. MAINTENANCE SUPPLIES	10000.83500.53206	17.67
		<u>116990</u>	FY 25/26 WATER DEPT. MAINTENANCE SUPPLIES	71000.81100.53200	32.02
		<u>A56642</u>	FY 25/26 STREET DEPT MAINTENANCE SUPPLIES	10000.83500.53206	-32.02
<u>VEN03980</u>	CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY				284,314.58
AP EFT WEST	Electronic Funds Transfer	<u>INV-2583</u>	DIC, PROPERTY, & DEDUCT BUYDOWN FY 25 - 26	60007.70100.54801	267,843.29
		<u>INV-2698</u>	CRIME/CYBER/DEADLY WEAPONS RESP/POLLUTI	60007.70100.54801	16,471.29
<u>VEN02550</u>	CETT INVESTMENTS CO				14,101.00
APBWEST	Check	<u>INV041973</u>	REFUND: GRADING BOND-PERMIT#203991,2040	10000.00000.23306	14,101.00
<u>1727</u>	CHRIS CIMINO				714.40
APBWEST	Check	<u>OCT2025</u>	OCT 2025 RETIREE HEALTH INSURANCE	60007.70100.51302	714.40
<u>1121</u>	COLANTUONO, HIGHSMITH & WHATLEY, PC				26,326.50
APBWEST	Check	<u>66951</u>	AUG 2025 LEGAL SRVCS-RETAINER: GENERAL AD	10000.21000.52201	8,820.00
				71000.81100.52201	1,890.00
				72000.32000.52201	1,890.00
		<u>66952</u>	AUG 2025 LEGAL SRVCS: CITY CLERK/ELECTIONS	10000.21000.52201	2,385.00
		<u>66953</u>	AUG 2025 LEGAL SRVCS: LABOR/EMPLOYMENT	60007.70100.52201	795.00
		<u>66954</u>	AUG 2025 LEGAL SRVCS: SPECIAL COUNSEL	10000.21000.52201	3,683.50
		<u>66955</u>	AUG 2025 LEGAL SRVCS: ASSESSMENT & PROP 2	32012.83000.52200	1,643.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount	Vendor Total
APBWEST	Check	<u>66956</u>	AUG 2025 LEGAL SRVCS: CODE ENFORCEMENT	10000.40000.52201		503.50
		<u>66958</u>	AUG 2025 LEGAL SRVCS: MISCELLANEOUS LITIG/	10000.21000.52201		1,357.00
		<u>66959</u>	AUG 2025 LEGAL SRVCS: WATER & UTILITIES	71000.81100.52201		371.00
		<u>66960</u>	AUG 2025 LEGAL SRVCS: MATER DOLORSA DEVE	10000.40000.52201		92.00
		<u>66961</u>	AUG 2025 LEGAL SRVCS: ADV. PROT. SIERRA MAI	10000.40000.52201		742.00
		<u>66962</u>	AUG 2025 LEGAL SRVCS: V. SOUTHERN CA. EDIS	10000.21000.52201		2,154.50
VEN04042	CONCENTRA HEALTH SERVICES INC					86.00
APBWEST	Check	<u>18551775</u>	BUNDLE FEE	60007.70100.52106		86.00
VEN02953	CPACINC.COM					937.00
APBWEST	Check	<u>SI-1301597</u>	MICROSOFT SQL SERVER 2022 STANDARD EDITIO	60003.30000.53503		937.00
VEN03870	DAVID GACAD					908.68
APBWEST	Check	<u>INV041981</u>	REIMB: STRIKE TEAM - MEAL, FUEL & LODGING.	10000.61000.52100		137.48
				10000.61000.53999		771.20
0190	DECCO AWARDS					80.11
APBWEST	Check	<u>25-15292</u>	NAME BADGES	60002.31100.53102		80.11
VEN03272	DEPT OF HEALTH CARE SERVICES					8,820.49
AP EFT WEST	Electronic Funds Transfer	<u>INV041968</u>	2025 #4 GEMT Quality Assurance Fee	10000.64000.52001		8,820.49
VEN03198	EDWARD DELCOURE					607.24
APBWEST	Check	<u>OCT2025</u>	OCT 2025 RETIREE HEALTH INSURANCE	60007.70100.51302		607.24
VEN04519	ETE FITNESS EQUIPMENT - FV					3,300.74
APBWEST	Check	<u>6322</u>	Integrated Gym System and Gym Accessories	36002.00000.49002		3,300.74
VEN04532	FOX TELEVISION PRODUCTION					750.00
APBWEST	Check	<u>INV041983</u>	REFUND: FILM PERMIT/BUSINESS LICENSE	10000.00000.43002		188.00
				10000.75000.43004		562.00
VEN01613	GANAHL LUMBER COMPANY					77.33
APBWEST	Check	<u>142187329</u>	MISC. MAINT. SUPPLIES	10000.83500.53206		30.69
		<u>142190101</u>	MISC. MAINT. SUPPLIES	10000.83500.53206		46.64
0814	HDL, COREN & CONE					2,658.30
APBWEST	Check	<u>SIN052797</u>	JULY - SEPT 2025 PROF. SRVCS/PROPERTY TAX	60002.30000.52100		2,658.30
0398	HONG L. TAM					33,962.06
APBWEST	Check	<u>9/8/2025</u>	6/21/25 - 8/31/25 STRUCTURAL PLAN CHECK SE	10000.40000.52100		33,962.06
1044	JESSE TORIBIO					357.20
APBWEST	Check	<u>OCT2025</u>	OCT 2025 RETIREE HEALTH INSURANCE	60007.70100.51302		357.20
VEN04527	JOSE ANTONIO RAMIREZ					15,150.00
APBWEST	Check	<u>1</u>	CDBG: 620 SIERRA MEADOW DRIVE PROJ	38002.83200.52100		15,150.00
		<u>1RET</u>	CDBG: 620 SIERRA MEADOW DRIVE PROJ RET	38002.00000.23500		-1,515.00
		<u>2</u>	CDBG: 620 SIERRA MEADOW DRIVE PROJ RET RE	38002.00000.23500		1,515.00
1165	KENNETH BERRY					714.40
APBWEST	Check	<u>OCT2025</u>	OCT 2025 RETIREE HEALTH INSURANCE	60007.70100.51302		714.40
1336	L.A. CO. FIRE DEPT.					7,223.00
APBWEST	Check	<u>INV0475262</u>	LACo/CUPA#AR0024967 SITE FA0024966 HAZM/	60000.83100.52401		7,223.00
VEN02275	LA Care Health Plan					3,146.87
APBWEST	Check	<u>INV041974</u>	EMS REFUND RE: 25026609	10000.64000.47029		3,146.87
0515	LANDSCAPE WAREHOUSE					559.81
APBWEST	Check	<u>2508-507071</u>	FY 25/26 MAINTENANCE SUPPLIES	10000.83300.53001		119.31
		<u>2508-511293</u>	FY 25/26 MAINTENANCE SUPPLIES	10000.83300.53001		335.23
		<u>2508-512367</u>	FY 25/26 MAINTENANCE SUPPLIES	10000.83300.53001		83.26
		<u>2509-514102</u>	FY 25/26 MAINTENANCE SUPPLIES	10000.83300.53001		22.01
VEN04103	LEXISNEXIS RISK SOLUTIONS					202.50
APBWEST	Check	<u>1300171709</u>	AUG 2024 LE Investigative and Analysis system	10000.50000.52200		202.50
0474	LIGHTNING OIL COMPANY, INC.					725.00
APBWEST	Check	<u>11454</u>	WASTE OIL	60000.83100.55001		250.00
		<u>11457</u>	WASTE OIL	60000.83100.55001		225.00
		<u>40379</u>	WASTE OIL	60000.83100.55001		250.00
VEN04530	MARGARET CLOUD					20.00
APBWEST	Check	<u>INV041976</u>	REFUND: VEHICLE RELEASE	10000.00000.44011		20.00
VEN02633	MARK DUSON					148.87
APBWEST	Check	<u>INV041978</u>	REIMB: FUEL & PARTS AT BLUE FIRE	10000.61000.52100		148.87
VEN01070	MARTIN CRUZ					714.40
APBWEST	Check	<u>OCT2025</u>	OCT 2025 RETIREE HEALTH INSURANCE	60007.70100.51302		714.40
VEN04528	MARY TAYLOR					382.54

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount	Vendor Total
	APBWEST	Check	REFUND: EE CALPERS CONTRIBUTION	10000.50000.51202	382.54	
<u>0291</u>	MATT-CHLOR, INC.	<u>INV041977</u>				5,403.88
	APBWEST	Check	FY 25/26 SERVICE TO CHLORINE INJECTION SYST	71000.81100.52200	5,403.88	
<u>1690</u>	MERCHANTS LANDSCAPE SVC INC	<u>31197</u>				13,900.00
	APBWEST	Check	JULY 2025 LANDSCAPE SERVICES	10000.83300.52200	7,923.00	
				32012.83000.52200	4,448.00	
				60001.83200.52200	1,529.00	
<u>1608</u>	MUNICIPAL MAINTENANCE EQUIP IN					3,379.17
	APBWEST	Check	REPAIR AND MAINTENANCE TO SEWER TRUCK	72000.81200.52302	3,296.38	
		<u>039824</u>	MISC SUPPLIES	60000.83100.53208	82.79	
		<u>040669</u>				520.00
<u>VEN04200</u>	NIKO MOBILE CARWASH					
	APBWEST	Check	PD CAR WASH 9/4/25	10000.50000.52200	520.00	
<u>VEN04007</u>	OCCUPATIONAL HEALTH CENTERS OF CA					455.00
	APBWEST	Check	PRE-EMPLOYMENT EXAM	60007.70100.52106	211.00	
		<u>87625419</u>	PRE-EMPLOYMENT EXAM	60007.70100.52106	122.00	
		<u>87942859</u>	PRE-EMPLOYMENT EXAM	60007.70100.52106	122.00	
		<u>88022127</u>				258.85
<u>0786</u>	OFFICE DEPOT, INC					
	APBWEST	Check	OFFICE SUPPLIES - CREDIT	60002.31100.53100	-21.05	
		<u>431593402001</u>	OFFICE SUPPLIES	10000.50000.53102	25.53	
		<u>436428185001</u>	OFFICE SUPPLIES	10000.40000.53100	27.33	
		<u>436692547001</u>		60002.31100.53100	17.50	
		<u>437469682001</u>	OFFICE SUPPLIES	60002.31100.53100	92.44	
		<u>439140277001</u>	OFFICE SUPPLIES	10000.50000.53102	117.10	
<u>VEN04524</u>	PAMELA MASILKO					56.28
	APBWEST	Check	EMS REFUND RE: 23016491	10000.64000.47029	56.28	
<u>0321</u>	PARKHOUSE TIRE, INC.	<u>INV041979</u>				1,322.92
	APBWEST	Check	FY 25/26 PURCHASE TIRES/SERVICES	60000.83100.53208	1,322.92	
<u>0323</u>	PASADENA HUMANE SOCIETY	<u>1011050373</u>				4,703.57
	APBWEST	Check	JULY 2025 Animal control Services	10000.50000.52004	4,703.57	
<u>0336</u>	POST ALARM SYSTEMS					1,053.14
	APBWEST	Check	FY 25/26 ALARM SAFETY MONITORING 7/1/25 -	60000.83100.52200	526.57	
		<u>1809117</u>	FY 25/26 ALARM SAFETY MONITORING 10/1/25	60000.83100.52200	526.57	
		<u>1839719</u>				839.12
<u>0338</u>	PRUDENTIAL OVERALL SUPPLY					
	APBWEST	Check	FY 25/26 PUBLIC WORKS UNIFORMS CREDIT	60001.83200.53303	-313.50	
		<u>51025174</u>	FY 25/26 PUBLIC WORKS UNIFORMS	60001.83200.53303	124.12	
		<u>52898182</u>	FY 25/26 PUBLIC WORKS UNIFORMS	60001.83200.53303	459.96	
		<u>52911811</u>	FY 25/26 PUBLIC WORKS UNIFORMS	60001.83200.53303	444.96	
		<u>52913569</u>	FY 25/26 PUBLIC WORKS UNIFORMS	60001.83200.53303	123.58	
		<u>52915271</u>				3,231.60
<u>VEN04531</u>	RAMON N ESPARZA					
	APBWEST	Check	EMS REFUND RE: 24044189	10000.64000.47029	3,231.60	
<u>VEN02937</u>	RCI IMAGE SYSTEMS	<u>INV041982</u>				300.00
	APBWEST	Check	AUG 2025 DOCUMENT SCANNING SERVICES	10000.40000.52200	300.00	
<u>1485</u>	RED SUPPLY INC	<u>77737</u>				776.47
	APBWEST	Check	MAINT SUPPLIES	10000.83300.53001	666.27	
		<u>23579</u>	MAINT SUPPLIES	71000.81100.53212	110.20	
		<u>24162</u>				387.94
<u>0346</u>	RED WING SHOES					
	APBWEST	Check	FY 25/26 PW AND UTILITIES WORK BOOTS	60001.83200.53303	387.94	
<u>VEN03177</u>	RELIABLE BUILDING MAINTENANCE LLC	<u>20250910014862</u>				12,111.83
	APBWEST	Check	JULY 2025 JANITORIAL SERVICES	60001.83200.52200	4,561.83	
		<u>1159</u>	FLOOR MAINTENANCE PD	60001.83200.56010	1,050.00	
		<u>1161</u>	AUG 2025 JANITORIAL SERVICES	60001.83200.52200	3,250.00	
		<u>1162</u>	SEPT 2025 JANITORIAL SERVICES	60001.83200.52200	3,250.00	
		<u>1164</u>				26.00
<u>VEN03968</u>	ROBERTA MALFITANO					
	APBWEST	Check	REIMB: TARGET - CITY MANAGERS SUPPLIES	60002.30000.53999	26.00	
<u>VEN04230</u>	ROTH STAFFING COMPANIES	<u>INV041980</u>				5,683.00
	APBWEST	Check	AminSvcs - Employment Agency WorkEnding 8/2	60007.70100.52200	1,120.00	
		<u>16314814</u>	AminSvcs - Employment Agency WorkEnding 8/2	60007.70100.52200	1,691.00	
		<u>16314815</u>	AminSvcs - Employment Agency WorkEnding 8/3	60007.70100.52200	1,120.00	
		<u>16316958</u>	AminSvcs - Employment Agency WorkEnding 9/7	60007.70100.52200	840.00	
		<u>16319099</u>	AminSvcs - Employment Agency WorkEnding 9/8	60007.70100.52200	912.00	
		<u>16319100</u>				11,044.91
<u>0352</u>	SAN GAB VALLEY COUNCIL OF GOVERNMENTS					

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount	Vendor Total	
	APBWEST	Check	<u>2626</u>	FY 25/26 ANNUAL MEMBERSHIP	37004.80000.53409 37009.80000.53409 60002.30000.53409	2,000.00 3,200.00 5,844.91	
<u>0797</u>	SAN GAB VALLEY MUNICIPAL WATER DISTRICT					270,000.00	
	APBWEST	Check	<u>INVOICE#3</u>	WATER MAIN REPLACEMENT PROJ LOAN REPAYM	71000.00000.27301	270,000.00	
<u>1443</u>	SHRED-IT USA LLC					1,318.85	
	APBWEST	Check	<u>8011641925</u>	JULY 2025 Document shredding service	10000.50000.52200	490.04	
			<u>8011942499</u>	AUG 2025 Document shredding service	10000.50000.52200	828.81	
<u>VEN03199</u>	SO CAL MAILING SERVICES					2,288.60	
	APBWEST	Check	<u>64043</u>	AUG 2025 SO CAL MAILING SERVICES	71000.32000.53101	2,163.60	
			<u>64043.1</u>	AUG 2025 BEAR FLYER PD	60002.30000.53999	125.00	
<u>0382</u>	SOUTH COAST A Q M D					8.55	
	APBWEST	Check	<u>4546675.1</u>	FACILITY ID 126520 FY 25/26 FLAT EMISSION LAI	71000.81100.52401	8.55	
<u>0821</u>	SOUTHWEST HYDROTECH					525.00	
	APBWEST	Check	<u>31846</u>	WOOLAND AND ALTA VISTA #2878	71000.81100.52200	525.00	
<u>VEN02014</u>	SUSAN SAXE CLIFFORD, Ph.D. APC.					450.00	
	APBWEST	Check	<u>25-0908-2</u>	Psychological Evaluation	60007.70101.52106	450.00	
<u>VEN04278</u>	TRUE POLYGRAPH LLC					750.00	
	APBWEST	Check	<u>1096</u>	SIERRA MADRE PRE EMPLOYMENT TESTS	60007.70100.52100	500.00	
			<u>1109</u>	SIERRA MADRE PRE EMPLOYMENT TEST	60007.70101.52100	250.00	
<u>VEN04256</u>	TRUEPOINT SOLUTIONS LLC					330.00	
	APBWEST	Check	<u>47953</u>	CONFIGURATION/TEST PSA ONLINE PERMITTING	40000.83500.56009	330.00	
<u>VEN02639</u>	TURNOUT MAINTENANCE COMPANY					1,199.00	
	APBWEST	Check	<u>30040</u>	EQUIPMENT MAINT 8/6/25	10000.61000.53300	522.00	
			<u>30125</u>	EQUIPMENT MAINT 8/29/25	10000.61000.53300	677.00	
<u>VEN04104</u>	UCLA CENTER FOR PREHOSPITAL CARE					1,217.76	
	APBWEST	Check	<u>3013-1327</u>	SEPT 2025 Nurse Educator Services	10000.64000.52200	1,217.76	
<u>0410</u>	UNDERGROUND SERVICE ALERT					100.00	
	APBWEST	Check	<u>820250696</u>	FY 25/26 UNDERGROUND ALERTS	71000.81100.52200	100.00	
<u>0158</u>	VULCAN MATERIALS COMPANY					740.56	
	APBWEST	Check	<u>4379965</u>	COLD MIX	71000.81100.53206	740.56	
<u>0335</u>	WATERLINE TECHNOLOGIES					183.96	
	APBWEST	Check	<u>5723381</u>	CYLINDER RETURN 1/17/25	71000.81100.53209	-565.00	
			<u>5734582</u>	CYLINDER RETURN 4/11/25	71000.81100.53209	-300.00	
			<u>5739507</u>	CYLINDER RETURN 5/13/25	71000.81100.53209	-300.00	
			<u>5741341</u>	CYLINDER RETURN 5/23/25	71000.81100.53209	-300.00	
			<u>5746194</u>	CYLINDER RETURN 6/19/25	71000.81100.53209	-150.00	
			<u>5747609</u>	CYLINDER RETURN 6/27/25	71000.81100.53209	-716.33	
			<u>5750134</u>	CYLINDER RETURN 7/10/25	71000.81100.53209	-300.00	
			<u>5752220</u>	CYLINDER RETURN 7/21/25	71000.81100.53209	-300.00	
			<u>5755265</u>	FY 25/26 CHLORINE GAS SUPPLIES	71000.81100.53209	1,557.67	
			<u>5757766</u>	FY 25/26 CHLORINE GAS SUPPLIES	71000.81100.53209	1,557.67	
<u>0426</u>	WESTERN WATER WORKS					25,648.34	
	APBWEST	Check	<u>1272291-00</u>	FY 25/26 WATER DISTRIBUTION SUPPLIES	71000.81100.53200	3,509.37	
			<u>1272645-00</u>	FY 25/26 WATER DISTRIBUTION SUPPLIES	71000.81100.53200	1,952.61	
			<u>1273515-00</u>	FY 25/26 WATER DISTRIBUTION SUPPLIES	71000.81100.53200	8,912.82	
			<u>1273555-00</u>	FY 25/26 WATER DISTRIBUTION SUPPLIES	71000.81100.53200	6,555.19	
			<u>1273926-00</u>	FY 25/26 WATER DISTRIBUTION SUPPLIES	71000.81100.53200	1,879.83	
			<u>1274051-00</u>	FY 25/26 WATER DISTRIBUTION SUPPLIES	71000.81100.53200	688.63	
			<u>1274284-00</u>	FY 25/26 WATER DISTRIBUTION SUPPLIES	71000.81100.53200	2,149.89	
<u>1053</u>	WITTMAN ENTERPRISES, LLC					8,273.46	
	APBWEST	Check	<u>2507056</u>	JULY 2025 EMS Billing Services	10000.64000.52200	8,273.46	
<u>1387</u>	ZOLL MEDICAL CORP					1,020.00	
	APBWEST	Check	<u>91000269</u>	PREVENTIVE MAINTENANCE ONLY 1 YR FY 25/26	10000.64000.52302	1,020.00	
Report Total:						796,855.00	



Packet: APPKT08272 - GEN FY24/25 9/23/25
Vendor Set: 01 - Vendor Set 01

Check Date: 09/17/2025

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>0433</u>	ALLSTAR FIRE EQUIPMENT, INC.				6,365.65
APBWEST	Check	<u>180543</u>	FY 24/25 Suppression and EMS Safety Equipmen	10000.61000.53300	6,365.65
<u>VEN03454</u>	AMAZON CAPITAL SERVICES				1,981.37
APBWEST	Check	<u>14TV-HQGC-GFLO</u>	MISC SUPPLIES 5/26/25 - 6/8/25	10000.61000.52302	95.97
		<u>1DX3-MVP6-9L63</u>	MISC SUPPLIES 6/23/25 - 7/6/25	60003.30000.53103	920.15
		<u>1Q6Q-GT3L-9TH6</u>	MISC SUPPLIES 6/23/25 - 7/6/25	10000.70000.53999	300.97
		<u>1QLL-QNVD-31RX</u>	MISC SUPPLIES 3/3/25 - 3/16/25	71000.81100.53100	664.28
<u>VEN02691</u>	FLUID CONSERVATION SYSTEMS INC				357.00
APBWEST	Check	<u>14682</u>	MAINT. SUPPLIES	71000.81100.53212	357.00
<u>VEN01149</u>	MOTOROLA SOLUTIONS INC				45,162.58
APBWEST	Check	<u>1187147987</u>	PD COMM: MOBILE RADIO,5Y DVC, GNSS/BT-WI	25001.50000.53301	33,983.49
		<u>1187148267</u>	PD COMM: MOBILE, 5Y DVC ESSENTIAL, REMOTI	25001.50000.53301	11,179.09
<u>0323</u>	PASADENA HUMANE SOCIETY				4,566.57
APBWEST	Check	<u>JUN2025CtySM</u>	JUNE 2025 Animal Control Services	10000.50000.52004	4,566.57
Report Total:					58,433.17



Packet: APPKT08257 - GEN BOA MAN 9/23/25
Vendor Set: 01 - Vendor Set 01

Check Date: 09/11/2025

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>0823</u>	BANK OF AMERICA				23,462.80
APBWEST	Check	INV041893	LA - CMCA: NUTS & BOLTS TRAINING - DENISE	10000.12000.53409	350.00
		INV041894	LA - BROWN ACT TRAINING - DENISE	10000.12000.53409	75.00
		INV041895	LA - STAFF UNIFORM (CREDIT)	60002.31100.53100	-33.14
		INV041896	GB - MONTHLY SUB . FEE ADOBE	10000.50000.53100	23.99
		INV041897	GB - PD EQUIPMENT	10000.50000.53300	146.85
		INV041898	GB - NATIONAL NIGHT OUT PMT	10000.50000.53999	415.56
		INV041899	GB - CANVA ANNUAL RENEWAL FEE	10000.50000.53301	119.40
		INV041900	GB - TRAINING LUNCHEON	10000.50000.53402	224.75
		INV041901	GB - VERNAL - OFFICE USE	10000.50000.53999	1,776.14
		INV041902	GB - TRAINING: NEW HIRE MEAL	10000.50000.53402	103.93
		INV041903	GB - TRAINING LUNCHEON	10000.50000.53402	46.11
		INV041904	BB - GRAMMARLY TYPING ASSISTANCE	10000.61000.53409	30.00
		INV041905	BB - DEPT BREAKFAST MEETING	10000.61000.53999	215.51
		INV041906	BB - DEPT. MEETING - DRINK	10000.61000.53999	18.18
		INV041907	BB - VEHICLE REPAIR: VENTILATION SYSTEM	10000.61000.52302	391.25
		INV041908	BB - LAAFCA DESERT CONF: REG FEE	10000.61000.53402	3,218.82
		INV041909	BB - FLEET BOTTLE WATER	10000.61000.53300	535.99
		INV041910	BB - PARAMEDIC RECERT.: SMITH	10000.64000.52205	250.00
		INV041911	BB - STORAGE FOR FD MASTER PLAN	10000.61000.53409	11.99
		INV041912	BB - GOGGLE/BUCKLE - KNAPP (REM)	10000.61000.53300	172.00
		INV041913	BB - EATON FIRE CHALLENGE COINS	36002.00000.49002	895.82
		INV041914	BB - CAL FIRE CHIEFS ASSO.: ANNUAL MEMB X3	10000.61000.53409	1,433.00
		INV041915	MB - LOS ANGELES TIMES SUB FEE	60002.30000.53409	60.00
		INV041916	CL - EMPLOYEE DEVELOPMENT	10000.40000.53999	56.74
		INV041917	CL - NATIONAL PARK SERV. STAFF: LUNCH	10000.40000.53999	59.29
		INV041918	RM - OFFICE SUPPLIES	60002.30000.53999	153.55
		INV041919	RM - OFFICE SUPPLIES - CHAIRS	60002.30000.53999	441.99
		INV041920	RM - FASCHINGS CAR WASH	60002.30000.53999	32.04
		INV041921	OM - DNS RENEWAL	60003.30000.53503	4.99
		INV041922	OM - WAITWHILE APPOINTMENT SERV. APP.	60003.30000.53503	78.00
		INV041923	OM - BREACH WATCH SERV. FOR PASSWROD VAI	60003.30000.53503	100.00
		INV041924	OM - PASSWORD VAULT X 5 USERS	60003.30000.53503	300.00
		INV041925	OM - ONLINE TRAINING PLATFORM 7/27/25 - 3,	60003.30000.53503	224.00
		INV041926	OM - ELECTRONIC. SIGNATURE LIC. 7/24/25 - 7/	60003.30000.53503	2,201.76
		INV041927	OM - PROJ MANAGEMENT SOFTWARE: 7/21/25	60003.30000.53503	2,741.43
		INV041928	OM - REMOTE SUPPORT SOFTWARE	60003.30000.53503	900.00
		INV041929	OM - ELECTRONIC. SIGNATURE LIC. 7/21/25 - 7/	60003.30000.53503	480.00
		INV041931	OM - EMERGENCY SATELLITE INTERNET CONNEC	60003.30000.52200	165.00
		INV041932	MH - ICMA CONF IN FLORIDA: FLIGHT	60007.70100.53402	156.45
		INV041934	MH - ICMA CONF IN FLORIDA: FLIGHT	60007.70100.53402	517.37
		INV041935	MH - Credit: ICMA Conf Flight	60007.70100.53402	-517.37
		INV041936	TT - SENIOR BIRTHDAY CELEBRATION - JULY 2025	37006.72000.53999	29.39
		INV041937	TT - SENIOR JULY BINGO - FOOD	37006.72000.53999	40.77
		INV041938	TT - SENIOR JULY BINGO - PIZZA	37006.72000.53999	55.10
		INV041939	TT - SENIOR CINEMA - AUGUST 2025: BEVERAGE	37006.72000.53999	37.85
		INV041940	TT - SENIOR CINEMA - AUGUST 2025: BEVERAGE	37006.72000.53999	45.57
		INV041941	TT - SENIOR CINEMA - AUGUST 2025: CANDY	37006.72000.53999	74.93
		INV041942	TT - LATINO HERITAGE FIESTA	10000.79017.52999	90.72
		INV041943	TT - MWTR RECOVERY 5K	10000.79007.52999	90.72
		INV041944	TT - MWTR LUANCH PLAN & BACKUP MANAGER	10000.79007.52999	353.76
		INV041945	TT - SPECIAL EVENTS PROGRAM	10000.70000.53999	119.99
		INV041946	TT - 2025 NRPA ANNUAL CONFERENCE: TED	10000.70000.53402	745.00
		INV041948	TT - 2025 NRPA ANNUAL CONFERENCE: FLIGHT -	10000.70000.53402	389.97

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APBWEST	Check	<u>INV041952</u>	TT - PICKLEBALL COURT SIGNAGE	37010.85000.56002	330.08
		<u>INV041954</u>	AY - REGIONAL WILDLIFE MGMT LUNCHEON: DE	71000.81100.53100	44.11
		<u>INV041955</u>	AY - CDTFA FUE TAX FEE - CC PMT PROCESS FEE	60000.83100.55001	20.78
		<u>INV041957</u>	AY - CDTFA FUE TAX FEE - CC PMT PROCESS FEE	60000.83100.55001	16.55
		<u>INV041958</u>	AY - CDTFA FUE TAX FEE	60000.83100.55001	903.29
		<u>INV041959</u>	AY - CDTFA FUE TAX FEE	60000.83100.55001	719.57
		<u>INV041960</u>	AY - FLEET MAINT. - FUEL RESERVOIR TANK	60000.83100.53208	137.01
		<u>INV041961</u>	AY - FLEET REPAIRS - WINDSHIELD REPLACEMENT	60000.83100.53208	450.00
		<u>INV041962</u>	AY - SEWER COMPUTER HD CARD	72000.81200.53200	53.00
		<u>INV041963</u>	AY - OFFICE FLOOR MAT/CARPET PROT.	60001.83200.53200	98.35
		<u>INV041964</u>	AY - DSK - SUBSCRIPTION 6/21/25 - 7/20/25	60001.83200.52200	39.90
Report Total:					23,462.80



Packet: APPKT08260 - GEN MAN 9/23/25
Vendor Set: 01 - Vendor Set 01

Check Date: 09/11/2025

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>VEN03107</u>	CHRISTOPHER BARNES				97.95
APBWEST	Check	<u>INV041837</u>	REIMB: STRIKE XLC-1206-A: MEALS	10000.61000.53999	97.95
<u>VEN04381</u>	CHRISTOPHER EDMONDSON				119.41
APBWEST	Check	<u>INV041839</u>	REIMB: STRIKE XLC-1206-A: MEALS	10000.61000.53999	119.41
<u>VEN03080</u>	CYRUS SKIDMORE				137.01
APBWEST	Check	<u>INV041836</u>	REIMB: STRIKE XLC-1206-A: MEALS & PARTS	10000.61000.53999	131.95
				60000.83100.52100	5.06
<u>VEN04522</u>	DARIN GOLTARA				116.42
APBWEST	Check	<u>INV041838</u>	REIMB: STRIKE XLC-1206-A: MEALS	10000.61000.53999	116.42
Report Total:					470.79



Packet: APPKT08248 - GEN MAN 9/23/25
Vendor Set: 01 - Vendor Set 01

Check Date: 09/09/2025

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>VEN03328</u>	RT ROGERS BREWING CO. LLC				1,834.16
APBWEST	Check	<u>1055</u>	MT. WILSON TRAIL RACE 5K	10000.79007.52999	1,834.16
				Report Total:	1,834.16



Packet: APPKT08243 - GEN MAN 9/23/25
Vendor Set: 01 - Vendor Set 01

Check Date: 09/04/2025

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>0759</u>	EXECUTIVE INFORMATION SERVICES				46,819.00
APBWEST	Check	<u>EISMN0000575</u>	MOBILE DIGITAL COMMUNICATIONS 7/1/25 - 6/	10000.50000.52200	28,678.00
		<u>EISXT0000350</u>	Crossroads Interface CHP 3/1/25 - 2/28/26	10000.50000.52200	18,141.00
<u>0373</u>	SAN GAB VALLEY CITY MANAGERS ASSOC.				40.00
APBWEST	Check	<u>INVO41835</u>	SUPPORTING IMMIGRANTS CONF: SEPT 17, 202	60002.30000.53409	40.00
Report Total:					46,859.00



Packet: APPKT08240 - GEN MAN 9/23/25
Vendor Set: 01 - Vendor Set 01

Check Date: 09/03/2025

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>1497</u>	MOUNTAIN VIEWS NEWS				1,040.74
APBWEST	Check	<u>CM202304167</u>	PUBLICATION OF NOTICES PHN MCTA/PHN ORD	10000.40000.52206	1,040.74
Report Total:					1,040.74



Packet: APPKT08277 - UB FY25/26 9/23/25
Vendor Set: 01 - Vendor Set 01

Check Date: 09/17/2025

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>VEN04342</u>	WESTBOUND SOLAR 3 LLC				11,996.89
APBWEST	Check	<u>25260525</u>	AUG 2025 SOLAR ENERGY	71000.81100.55003	11,996.89
				Report Total:	11,996.89



Packet: APPKT08275 - LIB FY25/26 9/23/25
Vendor Set: 01 - Vendor Set 01

Check Date: 09/17/2025

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Vendor Total
Bank Code	Payment Type				Distribution Amount
<u>VEN04448</u>	AMG AND ASSOCIATES INC				587,675.58
APBWEST	Check	<u>AP11</u>	LIB MEANINGFUL IMPROVEMENT PROJ. 8/31/25 29007.90000.56010		618,605.88
		<u>AP11 RET</u>	LIB MEANINGFUL IMPROVEMENT PROJ. 8/31/25 29007.00000.23500		-30,930.30
<u>VEN04396</u>	BRAINFUSE LLC				3,070.00
APBWEST	Check	<u>2014156</u>	BRAINFUSE - Online Instruction 2025-2026	39006.90000.53406	3,070.00
<u>VEN04206</u>	CHELSEA LEE				3.36
APBWEST	Check	<u>INV041969</u>	REIMB: SMART & FINAL - FUEL	10000.90000.53404	3.36
<u>0201</u>	EBSCO				5,348.00
APBWEST	Check	<u>91011029967</u>	Online Database - MasterFile Complete 2025-20	39006.90000.53406	5,348.00
<u>VEN04271</u>	GEOCON WEST INC				775.00
APBWEST	Check	<u>725070129</u>	LIBRARY GEOTECHNICAL CONSULTING 7/13/25	29007.90000.56010	775.00
<u>1817</u>	SOUTHERN CALIFORNIA LIBRARY COOPERATIVE				2,336.00
APBWEST	Check	<u>1661</u>	SCLC and CALIFA CONSORTIUM MEMBERSHIP (2	10000.90000.53409	2,336.00
<u>VEN04349</u>	THE VERTEX COMPANIES LLC				42,426.00
APBWEST	Check	<u>OPM 095074-17</u>	AUG 2025 PROJ. MGMT. - LIBRARY IMPROVEMEI	29007.90000.56010	42,426.00
<u>VEN04209</u>	TSK ARCHITECTS				22,510.00
APBWEST	Check	<u>23-025.00-26</u>	AUG 2025 ARCHITECTURAL & ENGINEERING - LII	29007.90000.56010	22,510.00
Report Total:					664,143.94



Packet: APPKT08274 - LIB FY24/25 9/23/25
Vendor Set: 01 - Vendor Set 01

Check Date: 09/17/2025

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>0425</u>	WILLDAN ASSOCIATES				130.00
APBWEST	Check	<u>002-33872</u>	5/16/25 LIB PROJECT FIRE PLAN CHECK SERVICE: 29007.90000.56010		130.00
Report Total:					130.00



Packet: APPKT08258 - LIB BOA MAN 9/23/25
Vendor Set: 01 - Vendor Set 01

Check Date: 09/10/2025

Vendor Number	Vendor Name				Vendor Total
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>0823</u>	BANK OF AMERICA				976.82
APBWEST	Check	<u>INVO41880</u>	LR - SELF DEFENSE TRAINING	10000.90000.53402	108.00
		<u>INVO41881</u>	LR - EMPLOYEE APPRECIATION	10000.90000.53999	43.66
		<u>INVO41882</u>	LR - SMART & FINAL	39006.90000.53999	169.04
		<u>INVO41883</u>	LR - KNITTING PROGRAM SUPPLIES - CREDIT ME	39006.90000.53999	-17.64
		<u>INVO41884</u>	LR - OCTOBER PROGRAM SUPPLIES	39006.90000.53999	28.71
		<u>INVO41885</u>	LR - PUZZLES AND GAMES	39006.90000.53999	27.59
		<u>INVO41886</u>	LR - CLA: MEMBERSHIP RENEWAL - DEBBIE KO	10000.90000.53409	40.00
		<u>INVO41887</u>	LR - PROGRAM SUPPLIES	39006.90000.53999	205.48
		<u>INVO41888</u>	LR - PROGRAM SUPPLIES	39006.90000.53999	2.49
		<u>INVO41889</u>	LR - DEEP FREEZE ANNUAL RENEWAL	10000.90000.53103	189.00
		<u>INVO41890</u>	LR - EMPLOYEE APPRECIATION	10000.90000.53999	37.85
		<u>INVO41891</u>	LR - KNITTING PROGRAM SUPPLIES	39006.90000.53999	17.64
		<u>INVO41892</u>	LR - ARCHIVE TRAINING: DEBBIE ROBERTS HEND	10000.90000.53402	125.00
Report Total:					976.82



City of Sierra Madre **AGENDA REPORT**

Robert Parkhurst, Mayor
Kristine Lowe, Mayor Pro Tem
Edward Garcia, Council Member
Gene Goss, Council Member
Kelly Kriebs, Council Member

Sue Spears, City Treasurer

TO: Honorable Mayor and Members of the City Council
FROM: Anthony Rainey, Finance Director
REVIEWED BY: Michael Bruckner, City Manager
DATE: September 23, 2025
SUBJECT: **TRANSMITTAL OF THE FY 2025-2026 BUDGET BOOK**

STAFF RECOMMENDATION

It is recommended that the City Council receive and file the Adopted FY 2025-2026 budget book.

ALTERNATIVES

The City Council may provide direction to staff regarding additional modifications or enhancements to the budget document.

EXECUTIVE SUMMARY

On June 10, 2025, the City Council adopted Resolution 25-39, approving the Fiscal Year 2025–2026 Budget and appropriating the amounts budgeted. This action continues the City’s commitment to fiscal responsibility and aligns with the Strategic Plan Goal of achieving financial stability and sustainability through the adoption of a budget each year.

In addition, the adopted budget book is being submitted to the Government Finance Officers Association (GFOA) for consideration in the *Distinguished Budget Presentation Award Program*, the highest form of recognition in governmental budgeting. This award is granted only to agencies whose budget documents meet the most rigorous national standards and effectively serve as a policy guide, a financial plan, an operations guide, and a communications tool.

The City has been honored with this distinction for five consecutive years. Submission

of the FY 2025–2026 Budget continues this proud tradition and reflects the Council's steadfast leadership, staff's dedication, and the community's commitment to transparent and responsible financial stewardship. Achieving this award not only brings prestige to the City but also assures residents and stakeholders that Sierra Madre operates with the highest level of accountability and excellence in public finance.

ANALYSIS

Through participation in the GFOA Distinguished Budget Presentation Award Program, the City demonstrates that its budget is prepared at a nationally recognized standard of excellence. This consistent recognition positions Sierra Madre among peer agencies across the country that exemplify best practices in financial planning, long-term forecasting, and open communication with the public.

ENVIRONMENTAL(CEQA)

The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.

STRATEGIC PLAN CORRELATION

Adoption of the FY 2025–2026 Budget by Resolution 25-39 corresponds to Strategic Goal 1: *Organizational Sustainability*; Objective 1.2: *Fiscal Stability & Long-Range Planning*; and Initiative 1.2.2: *Long-term financial planning and forecasting and Project 1.2.2A: Five-year forecast and capital project-affordability updates as detailed in the City's Strategic Plan*. These efforts ensure the City's ongoing commitment to balanced financial operations and transparent, sustainable budgeting practices.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies of this report can be accessed on the City's website at sierramadreca.gov

FISCAL IMPACT

There is no impact to the General Fund by receiving and filing the budget book.

ATTACHMENTS:

1. Budget Book FY 2025-2026



City of Sierra Madre, California

Annual Adopted Budget
Fiscal Year 2025-2026



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GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Sierra Madre
California**

For the Fiscal Year Beginning

July 01, 2024

Christopher P. Morill

Executive Director

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City of Sierra Madre

Village of the Foothills

Adopted Budget



July 1, 2025 – June 30, 2026

City of Sierra Madre

City Council and Elected Officials

<i>Robert Parkhurst</i>	<i>Mayor</i>
<i>Kristine Lowe</i>	<i>Mayor Pro Tem</i>
<i>Edward Garcia</i>	<i>Council Member</i>
<i>Gene Goss</i>	<i>Council Member</i>
<i>Kelly Kriebs</i>	<i>Council Member</i>
<i>Sue Spears</i>	<i>City Treasurer</i>

Executive Management

<i>Michael Bruckner</i>	<i>City Manager</i>
<i>Miguel Hernandez</i>	<i>Assistant City Manager</i>
<i>Laura Aguilar</i>	<i>Deputy City Manager</i>
<i>Aleks R. Giragosian</i>	<i>City Attorney</i>
<i>Anthony Rainey</i>	<i>Finance Director</i>
<i>Clare Lin</i>	<i>Planning Manager</i>
<i>Gustavo Barrientos</i>	<i>Police Chief</i>
<i>Brent Bartlett</i>	<i>Fire Chief</i>
<i>Ted Tegart</i>	<i>Community Services Supervisor</i>
<i>Leila Regan</i>	<i>City Librarian</i>
<i>Arnulfo Yanez</i>	<i>Public Works Director</i>

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City of Sierra Madre

Village of the Foothills



Introduction

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City of Sierra Madre – FY 2025–2026 Budget Message

To the Mayor, City Council, and Community of Sierra Madre:

I am pleased to present the City of Sierra Madre’s Adopted Budget for Fiscal Year 2025–2026. This budget reflects our commitment to delivering quality public services, protecting the quality and character of our community, and ensuring long-term financial sustainability. At the same time, it is important to recognize that the General Fund faces significant fiscal stress, which will require focused attention and action to maintain the City’s financial stability in the years ahead.

Strategic Direction

Each year, the budget is guided by City Council priorities and in alignment with the City’s strategic plan. Sierra Madre’s five citywide goals—Organizational Sustainability, Public Safety, Infrastructure & Growth Management, Organizational Excellence, and Environmental Responsibility—provide the framework for how resources are allocated. Department budgets and the Capital Improvement Program (CIP) directly support these goals through specific projects, service level orientation, and long-term investments in the community.

Financial Overview

- **General Fund (core services):** \$18 million in revenues, led by Property Taxes (\$9.5M, 52%) and Utility User Taxes (\$3.2M, 18%), against \$19.1 million in expenditures, of which \$1 million is for one-time capital projects for repairs at the Sierra Madre Recreation Center.
- **Special Revenue Funds:** \$2.8 million for legally restricted purposes such as transportation, public safety, and grants.
- **Enterprise Funds:** \$7.3 million for water and \$1.4 million for sewer services, operating on a self-sustaining model.
- **Capital Improvement Program (CIP):** \$11.7 million in targeted projects, including library modernization, street and sidewalk repairs, water system upgrades, and park improvements.

Key Investments in FY 2025–2026

- **Public Safety:** Sustaining fire and police services, expanding paramedic programs, and strengthening emergency preparedness.
- **Infrastructure:** Street resurfacing, water main replacements, and sewer repairs to ensure long-term reliability.
- **Community Amenities:** Modernizing the library, upgrading parks and facilities, and improving accessibility.

- **Technology & Innovation:** Enhancing online permitting, cybersecurity, and utility billing systems for better customer service.
- **Environmental Responsibility:** Advancing water conservation, recycling, and clean energy initiatives.

Long-Term Outlook

While rising costs remain a challenge, this year the City was forced to draw down reserves to fund one-time capital projects, and the General Fund continues to face significant fiscal stress. Over the past several years, Sierra Madre has taken prudent measures to control costs while maintaining core services; however, without additional sources of revenue to sustain operations, these services—including public safety—are at risk. Although the City can continue to operate under current conditions, future budgets may require additional use of reserves, which could affect our ability to provide high-quality, responsive services to the public, invest in a strong and thriving workforce, and rehabilitate and modernize aging infrastructure such as roads, facilities, and other community amenities. I am confident in the work of the Ad Hoc Revenue Committee to bring forward sound recommendations for new revenue solutions, and I deeply appreciate the City Council's continued support and commitment to the long-term financial health and vitality of Sierra Madre.

Conclusion

This Adopted Budget is not just a financial plan—it is a roadmap that connects long-term goals with today's priorities. It provides the resources needed to serve our residents while preserving Sierra Madre's small-town character and fiscal health.

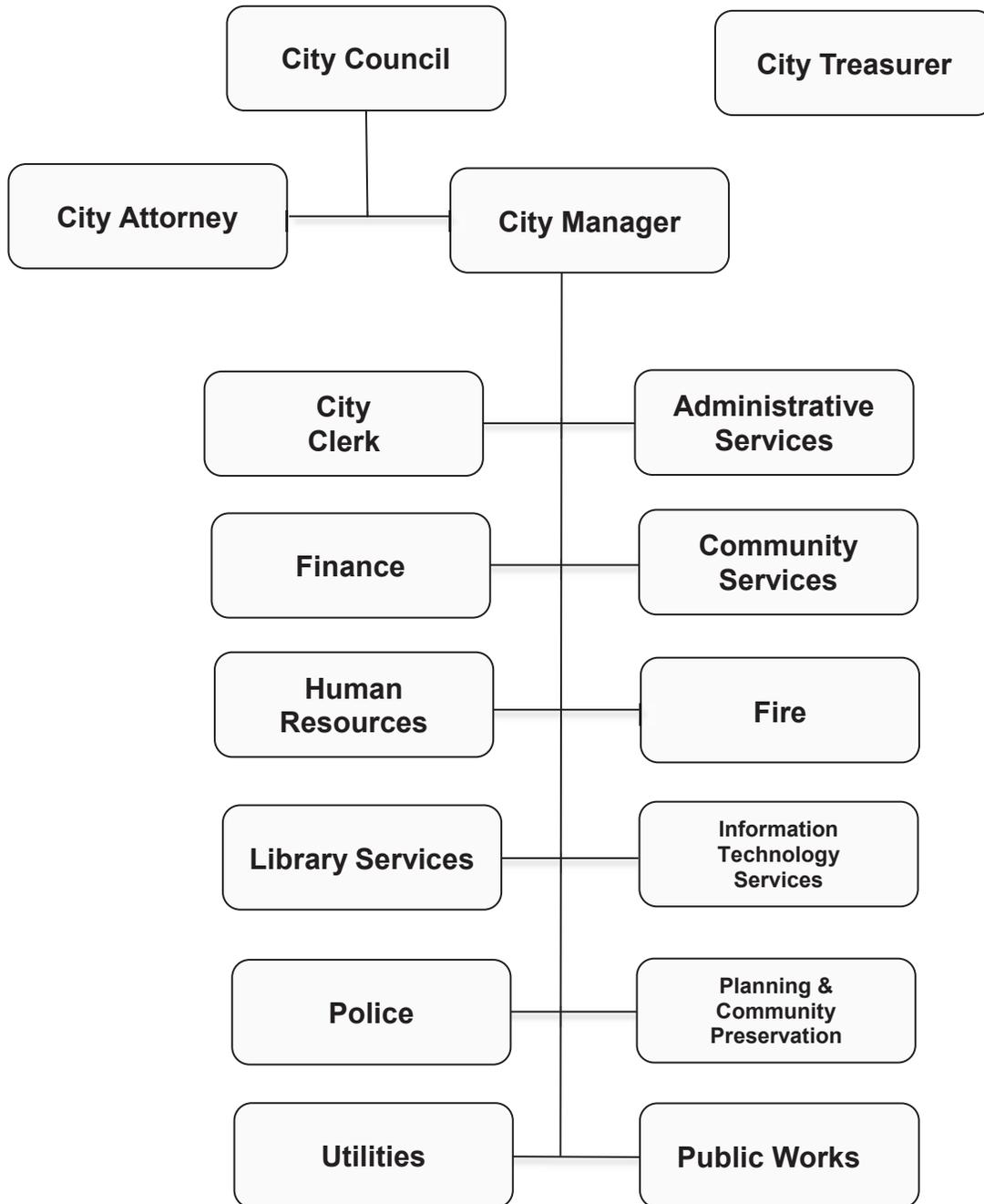
Sincerely,



Michael Bruckner
City Manager



City of Sierra Madre Organizational Structure



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MISSION / VISION / VALUES / STRATEGIC PLAN

MISSION STATEMENT

Provide exceptional public services that enhance the quality of life, honor the character of our community, and maintain fiscal and environmental sustainability.

Vision Statement

Enhance the quality of life in Sierra Madre by providing exceptional public service.

Core Values:

- Accountability
- Integrity
- Innovation
- Collaboration
- Compassion

Strategic Goals, Objectives and Initiatives / Projects:

GOAL	OBJECTIVE	INITIATIVE / PROJECT	LEAD DEPARTMENT
1. Organizational Sustainability	1.1 Workforce & Talent Management	Initiative 1.1.1: Recruit, develop, and retain a high-performing workforce	Human Resources
		Initiative 1.1.2: Employee wellness, recognition, and succession planning	Human Resources
		Project 1.1.2A: Annual training plan and recognition program	Human Resources
1. Organizational Sustainability	1.2 Fiscal Stability & Long-Range Planning	Initiative 1.2.1: Capital Improvement Program (CIP) and reserve policy integration	Administrative Services – Finance, Public Works, City Manager’s Office
		Initiative 1.2.2: Long-term financial planning and forecasting	Administrative Services – Finance, City Manager’s Office
		Project 1.2.2A: Five-year forecast and capital project-affordability updates	Administrative Services- Finance, Public Works, City Manager’s Office
1. Organizational Sustainability	1.3 Technology & Process Innovation	Initiative 1.3.1: Enhance electronic interfaces, payment methods, and cybersecurity	Information Technology

GOAL	OBJECTIVE	INITIATIVE / PROJECT	LEAD DEPARTMENT
1. Organizational Sustainability	1.4 Public Transparency & Reporting	<p>Initiative 1.3.2: Online permitting / land-management system</p>	<p>Planning & Community Preservation; Information Technology</p>
		<p>Project 1.3.2A: Electronic plan review (Electronic-Permits) implementation</p>	<p>Planning & Community Preservation</p>
		<p>Initiative 1.4.1: Promote financial transparency by a predictable reporting schedule with summaries accessible to the public and city departments.</p>	<p>Administrative Services - Finance</p>
		<p>Project 1.4.1A: Produce and distribute the Annual Comprehensive Financial Report (ACFR), monthly departmental budgets, and an open-data 'checkbook' through Warrants Reports. Complete required external financial filings, including LA Metro 'Local Return' (Propositions A/C; Measures R/M), LA County Auditor-Controller special-revenue reports, State Controller's Financial Transactions and Streets & Roads reports, and grantor compliance reports (e.g., Measure A/RPOSD, FEMA/Cal OES), to ensure transparent, timely public reporting</p>	<p>Administrative Services - Finance</p>
1. Organizational Sustainability	1.5 Modernize Utility Billing & Customer Service	<p>Initiative 1.5.1: Diversify payment options; improve customer self-service</p>	<p>Administrative Services – Utility Services, Information Technology, Finance</p>
		<p>Project 1.5.1A: Digital wallets, self-service</p>	<p>Administrative Services – Utility</p>

GOAL	OBJECTIVE	INITIATIVE / PROJECT	LEAD DEPARTMENT
2. Public Safety	2.1 Sustaining Sierra Madre's Fire Services	kiosks, paperless adoption	Services and Information Technology
		Initiative 2.1.1: Fire services sustainment (staffing, licensure, equipment, Emergency Medical Services (EMS), preparedness)	Fire
		Project 2.1.1A: Expand paramedic subscription program by 50%	Fire
		Project 2.1.1B: Increase share of eligible Fire costs recovered through fees by +25 percentage points (cost-of-service basis)	Fire
		Project 2.1.1C: Achieve membership/participation in California Governor's Office of Emergency Services (Cal OES) Urban Search & Rescue (US&R) California Regional Task Force CA-RTF-4 with two deployable members	Fire
		Project 2.1.1D: Secure alternate funding equal to 5% of the department budget	Fire
		Project 2.1.1E: Expand public education and outreach programs by 10%	Fire
		Project 2.1.1F: Maintain 100% current pre-fire plans	Fire
2. Public Safety	2.2 Securing Sierra Madre's Safety: Sustainable Police Funding	Initiative 2.2.1: Achieve optimal police staffing	Police

GOAL	OBJECTIVE	INITIATIVE / PROJECT	LEAD DEPARTMENT
		Initiative 2.2.2: Maintain advanced training standards	Police
		Initiative 2.2.3: Ensure adequate equipment and technology	Police
		Project 2.2.3A: U.S. Department of Justice (DOJ) / Office of Community Oriented Policing Services (COPS) grant applications	Police
2. Public Safety	2.3 Environmental Management & Code Enforcement	Initiative 2.3.1: Code-enforcement program enhancement	Planning & Community Preservation (lead); Police & Fire (support)
		Initiative 2.3.2: Community risk reduction (home-hardening, Fire Safe Council/Firewise efforts, wildlife interface plan, bear-resistant organics)	Planning & Community Preservation; Public Works; Fire
2. Public Safety	2.4 Safe Streets Initiative	Initiative 2.4.1: Undertake collision analysis (Vision-Zero style), traffic studies, and speed surveys	Public Works (lead); Police, Community Services (support)
		Initiative 2.4.2: Active-transportation education/events using UC Berkeley Safe Transportation Research & Education Center (SafeTREC) data	Public Works; Community Services
2. Public Safety	2.5 Enhance Emergency Preparedness and Response	Initiative 2.5.1: Enhance Critical Technology and Data Resilience	Information Technology (lead); Police; Fire; Public Works; Administrative Services – Finance (support)

GOAL	OBJECTIVE	INITIATIVE / PROJECT	LEAD DEPARTMENT
3. Infrastructure & Growth Management	3.1 Strategically Align Infrastructure Improvements with Population Growth	Initiative 3.1.4: Improve and maintain sidewalk infrastructure	Public Works
		Initiative 3.1.5: Enhance and sustain street maintenance; improve Pavement Condition Index (PCI)	Public Works
		Project 3.1.5A: Annual Street Rehabilitation Program (overlays/slurry, utility coordination)	Public Works
3. Infrastructure & Growth Management	3.2 Design Standards & Housing Readiness	Initiative 3.2.1: Pre-approved Accessory Dwelling Unit (ADU) plans	Planning & Community Preservation
		Initiative 3.2.2: Objective Design Standards and Soft-Story Retrofit Program (State Senate Bill SB 330 compliance)	Planning & Community Preservation
		Project 3.2.2A: Establish Objective Design Standards (SB 330)	Planning & Community Preservation
3. Infrastructure & Growth Management	3.3 Municipal Facilities Modernization & Resilience	Project 3.2.2B: Initiate Soft-Story Retrofit Program	Planning & Community Preservation
		Initiative 3.3.1: Conduct feasibility assessments and implement prioritized, phased modernization projects for public safety facilities	Public Works; Fire; Police
		Initiative 3.3.2: Plan, design, and implement backup power systems, seismic retrofits, and life-safety improvements for critical City facilities	Public Works, Information Technology
3. Infrastructure & Growth Management	3.4 Parks, Trails & Open Space	Initiative 3.4.1: Parks and Facilities Improvements	Community Services

GOAL	OBJECTIVE	INITIATIVE / PROJECT	LEAD DEPARTMENT
		Project 3.4.1A: Parks & Facilities Master Plan update; LA County Measure A (2016 “Safe, Clean Neighborhood Parks & Beaches” parcel-tax) projects	Community Services
4. Organizational Excellence	4.1 Technology, Data & Cybersecurity; Workforce Enablement	Initiative 4.1.1: Modernize IT systems (network upgrades; virtual servers; Microsoft 365; Managed Detection & Response (MDR); Security Information and Event Management (SIEM); public Wi-Fi)	Information Technology
		Initiative 4.1.2: Citywide staff training and enablement	Human Resources
4. Organizational Excellence	4.2 Strengthen Mutual-Aid Relationships	Initiative 4.2.1: Regional mutual-aid agreements and multi-agency exercises	Police, Fire
4. Organizational Excellence	4.3 Public Transparency & Communication	Initiative 4.3.1: Produce financial transparency reports, open-budget, initiate resident engagement	Administrative Services – Finance, City Manager’s Office
5. Environmental Responsibility	5.1 Water Conservation & Sustainability	Initiative 5.1.1: Water-efficiency programs and system-reliability projects	Utility Services
5. Environmental Responsibility	5.2 Environmental Compliance & Greenhouse Gas Reduction	Initiative 5.2.1: Maintenance of stormwater-quality compliance under the National Pollutant Discharge Elimination System (NPDES) / Municipal Separate Storm Sewer System (MS4) permit	Public Works
		Initiative 5.2.2: Initiate Recycling education and landfill diversion efforts	Public Works

GOAL	OBJECTIVE	INITIATIVE / PROJECT	LEAD DEPARTMENT
		Initiative 5.2.4: Solar infrastructure adaptation; Solar Automated Permit Processing Plus (SolarAPP+) facilitation	Planning & Community Preservation

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Community Profile

General Information

Sierra Madre is small city, approximately 3.5 square miles, with approximately 11,000 residents. It is among the smallest cities in all of Los Angeles County. Sierra Madre has no direct freeway access and a limited retail and service area of approximately 6 blocks. Since its incorporation in 1907, Sierra Madre has always been, and remains today, a full-service city with its own in-house Police Department, Recreation and Community Services, Public Works, Water, Sewer, Public Library and Fire Department.

The City of Sierra Madre is primarily a residential community with a small business district in the downtown area covering less than one-half mile. The City of Sierra Madre is a built out community with only small parcels available for new development. As a result, the population has remained relatively unchanged for the last three decades. The 2024 census reflects that more than 65.4% of the adults have bachelor's degree or higher



education that leads to higher than average median incomes in this area. The median age of the Sierra Madreans is 46.6 with 22% of the population is over the age of 65 and 18.1% of the population is school age children. The 57.0% of the parcels are owner occupied. Being secluded against the San Gabriel Mountains without major transportation avenues is what continues to make Sierra Madre a desirable housing market. But it does create challenges in the ability to attract commercial retailers to the area.

Council-Manager Form of Government

Under the council-manager form of government, the elected governing body, the City Council, is responsible for establishing policy, passing local ordinances, voting appropriations, and developing an overall vision for the City of Sierra Madre. Under such a government, the Mayor performs primarily ceremonial duties and is the presiding officer of the City Council. Selection of the Mayor and Mayor Pro-Tem is done annually in December through a Council nomination and vote.

The City Council then appoints a City Manager to oversee the daily operations of the government and implement the policies established by the governing body. The City

Manager serves the governing body, often with an employment agreement or contract that specifies his or her duties and responsibilities.

Recreation and City Events

The City provides recreational programs at its six parks, an aquatics center, Community Recreation Center & Youth Activity Center partnered through the YMCA Sierra Madre-Pasadena Branch and the Hart Park House - Senior Center. The City also provides cultural and historical awareness through the Lizzie's Trail Inn Museum, Richardson Historical House and the Sierra Madre Public Library's Local History Collection. Recreation sites include Bailey Canyon Wilderness Area and the Mount Wilson Trail allowing individuals to escape the City life without traveling long distances. A complete listing of City facilities is included at the end of this narrative. The City provides a wide variety of community enrichment, recreational, educational and cultural opportunities for children, teens, adults and seniors. Numerous special events are sponsored by the City, commissions, and community organizations throughout the year:

- 3rd & 4th of July Parade and Pre-Parade Festivities (July)
- Chamber of Commerce's Wisteria Festival (March)
- Chamber of Commerce's Winter Fest Event (November)
- Community Bike Ride (October)
- Community Candlelight Walk (December)
- Concerts in the Park (Summer/Year-round)
- Friends of the Library Art Fair in Memorial Park (May)
- Friends of the Library Wine & Cuisine Fund Raiser (Summer or Fall)
- Halloween Happenings Spooktacular: Downtown Trick-or-Treating, Costume Contest (October)
- Huck Finn Fishing Derby (Spring)
- Mt. Wilson Trail Race & Pasta Feed (May)
- Oktoberfest (September)
- Rose Float Decorating (year-round)
- Senior Programs (wellness activities, physical health, seasonal holiday festivities, bingo & book club Luncheons)
- Seniors Community Yard Sale (June/November)
- Sierra Madre Community Nursery School Carnival (May)
- Sierra Madre Older Americans Reception (May)
- Youth and Adult Sports Leagues (all ages; year-round)
- Latino Heritage (September)
- Walking Schoolbus (September)
- Community Classes (Fitness, arts, music, dance, and general enrichment; schedules and registration are updated seasonally.)

These events could not take place without the thousands of volunteer hours provided by local residents, schools, churches and civic organizations, including Sierra Madre Community Foundation, Sierra Madre Fire Foundation, Police Officers Association, The Kensington, Chamber of Commerce, Civic Club, Kiwanis Club, Rotary Club, Womans Club, the Rose Float Association, Christ Church of Sierra Madre, and the Issei Foundation. To learn more about volunteering in our community, visit <https://www.sierramadrecal.gov/>.

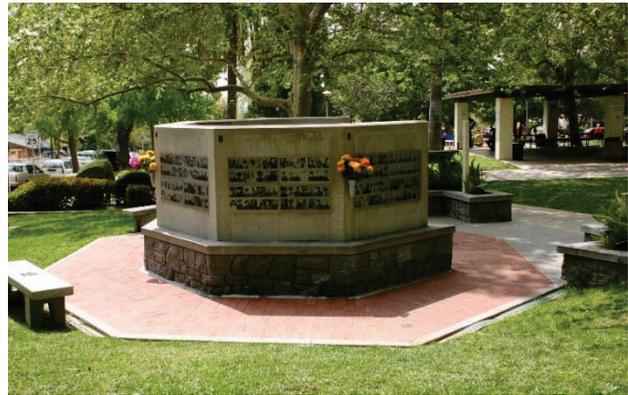
Education

Public and private schools within Sierra Madre provide education for children from preschool through high school. The City of Sierra Madre is served by the Pasadena Unified School District (PUSD), which also serves the adjacent City of Pasadena, California. Within the City, there is one public elementary and middle school: Sierra Madre Elementary School (SME) and Sierra Madre Middle School (SMMS) respectively, overseen by the administration of PUSD. The public high school for Sierra Madre residents is located in the City of Pasadena. The City is home to several private schools, including two preschools, and five K-8 institutions.

Recreational & Wilderness Areas

Memorial Park

222 W. Sierra Madre Blvd.
Sierra Madre, California 91024



Milton & Harriet Goldberg Recreation Area

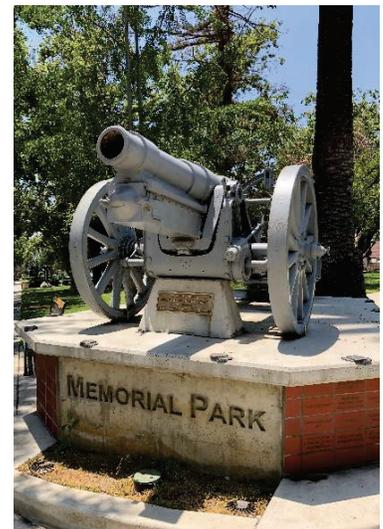
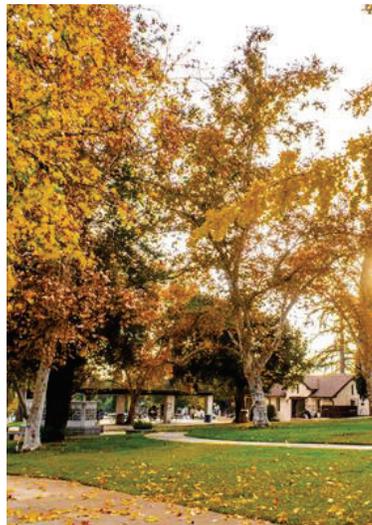
171 S. Sunnyside Ave.
Sierra Madre, CA 91024

Bailey Canyon Wilderness Park

451 W. Carter Ave.
Sierra Madre, CA 91024

Mount Wilson Trail Park

189 E. Mira Monte Ave.
Sierra Madre, CA 91024



Lizzie's Trail Inn Museum

189 E. Mira Monte Ave.
Sierra Madre, CA 91024

Sierra Vista Park

611 E. Sierra Madre Blvd.
Sierra Madre, CA 91024

Richardson Historical House

189 E. Mira Monte Ave.
Sierra Madre, CA 91024





City Facilities and Community Partnerships

City Hall

232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024

YMCA/ Community Recreation Center

611 E. Sierra Madre Blvd.
Sierra Madre, CA 91024

Police and Fire Station

242 W. Sierra Madre Blvd.
Sierra Madre, CA 91024

Aquatic Center

611 E. Sierra Madre Blvd.
Sierra Madre, CA 91024

Public Works Facilities

621 E. Sierra Madre Blvd.
Sierra Madre, CA 91024

Youth Activity Center

611 E. Sierra Madre Blvd.
Sierra Madre, CA 91024

Public Library

440 W. Sierra Madre Blvd.
Sierra Madre, CA 91024

Hart Park House Senior Center

222 W. Sierra Madre Blvd.
Sierra Madre, CA 91024





Statistics

Top 25 Sales Tax Generators: Fiscal Year 2023-2024

Business Name (in alphabetical order)
ACDC Apparel
Bottle Shop
Buccaneer Lounge
Casa Del Rey
Corfu Restaurant
Frontier Hardware Co
Happy's Liquor
K Petrol
Leonora Moss
Lucky Baldwins Delirium Café
Moes Automotive Service Center
Monsieur Crepe
Nano Café
Ohmonah
Only Place In Town
Roe Japanese Fusion
Rt Rogers Brewing Co
Sierra Madre Pizza Co
Sierra Madre Service Station Inc.
Starbucks
Tacos Ensenada Dom
Taylor's Ol Fashioned Meat Market
Village Pizzeria
Wistaria Restaurant & Bar
Yui

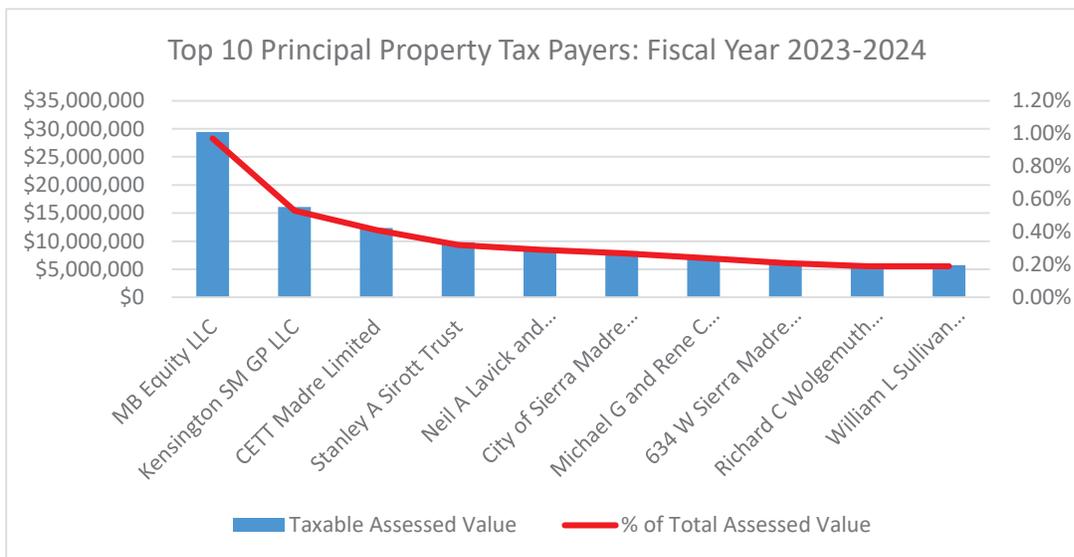
Business Category (by largest to smallest)	#
Casual Dining	12
Quick-Service Restaurants	3
Convenience Stores	2
Family Apparel	2
Service Station	2
Auto Repair Shops	1
Building Materials	1
Florist Shops	1
Food Stores Non-Grocery	1

Business Industry Group (by largest to smallest)	#
Restaurants and Hotels	15
General Consumer Goods	6
Fuel and Service Stations	2
Autos & Transaction	1
Building and Construction	1

Total Sales Tax Generated By Major Industry Groups		
Industry Group	Sales Tax Amount	% of Total Sales Tax
General Consumer Goods	\$ 371,211	27.41%
Autos And Transportation	\$ 261,513	19.31%
Restaurants And Hotels	\$ 295,924	21.85%
Fuel And Service Stations	\$ 170,824	12.62%
Business And Industry	\$ 96,615	7.14%
Food And Drugs	\$ 67,940	5.02%
Building And Construction	\$ 67,797	5.01%
Transfers & Unidentified	\$ 22,234	1.64%
Total	\$ 1,354,058	100.00%

Top 10 Principal Property Tax Payers: Fiscal Year 2023-2024

# Taxpayers	Taxable Assessed Value	% of Total Assessed Value
1 MB Equity LLC	\$29,446,640	0.97%
2 Kensington SM GP LLC	\$16,104,197	0.53%
3 CETT Madre Limited	\$12,360,582	0.41%
4 Stanley A Sirott Trust	\$9,812,326	0.32%
5 Neil A Lavick and Marie D Clause	\$8,665,334	0.29%
6 City of Sierra Madre Lessor	\$8,219,071	0.27%
7 Michael G and Rene C Hoffman Trust	\$7,219,356	0.24%
8 634 W Sierra Madre Blvd LLC	\$6,228,130	0.21%
9 Richard C Wolgemuth Cotrustee	\$5,876,682	0.19%
10 William L Sullivan Cotrustee	\$5,741,111	0.19%
Total	\$109,673,429	3.63%



City of Sierra Madre

Village of the Foothills



Financial Policies and Procedures

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Financial Policies & Procedures

The Budget Process

The annual budget process is designed to reflect both City Council priorities and the City's strategic and operational goals. Each year, the process begins in January as department heads start working on their operating budgets. By March, departments are reviewing their operations and preparing their budget proposals. From mid-April through May, department heads meet with the City Manager to review each line of their proposed budgets in detail.

The City's budget team then reviews all department submissions and drafts the official budget document. A public hearing is scheduled so community members can share their input.

Meanwhile, departments also plan for their capital needs over the next five years. The executive team meets to identify which capital projects will be funded in the upcoming year. This work leads to the development of a five-year capital improvement plan, which gives the Council a long-term perspective on the City's capital needs. Finally, City Council reviews the proposed budget and holds a public hearing before approving the new budget in June. Key 2025 Budget Development Dates:

- March 2025: Department heads review operations and develop proposed budgets.
- April 15–May 20, 2025: Department heads meet with the City Manager to discuss proposed budgets in detail.
- June 10, 2025: Public hearing and City Council meeting for budget adoption.

Appropriations & Budgetary Control

The City Council adopts an annual operating budget and the first year of an integrated five-year capital improvement plan budget by June 30th of each year, to be effective for the following fiscal year running from July 1st through June 30th. Budgets present budgeted sources in excess of budgeted uses. Budgeted "Sources" include Revenues, Transfers In, and Appropriated Uses of Fund Balance. Budgeted "Uses" include Expenditures and Transfers Out. Operating and Capital Budgets are to align with the City's long-term financial goals.

The Finance Director shall maintain budgetary controls to ensure adherence to the legal provisions of the budget as adopted by the City Council. The level of budgetary control is established at the fund level; expenditures may not exceed the appropriated amount for any fund. The City Manager is authorized to approve transfers of appropriations within a department, provided such transfers remain within the same fund type. Department

FINANCIAL POLICIES & PROCEDURES

Directors may request reallocations within a single fund between divisions or expenditure categories (Personnel and Maintenance & Operations). All requests for supplemental appropriations during the fiscal year shall be submitted to the City Manager for review. If approved, such requests shall be presented to the City Council for final consideration and authorization.

To ensure that the expenditures of each Department do not exceed the departmental appropriation, expenditures for each Department are legally limited to the amounts authorized by the City Council in the budget document, plus any carryover amounts and supplemental appropriations individually approved by the City Council. The City Manager is legally authorized to transfer budgeted amounts between divisions and accounts within the same Department and Fund over the course of a fiscal year. Transfers of appropriations between Departments or Funds, as well as any increased appropriations, must be authorized by the City Council. Therefore, expenditures may not legally exceed budgeted appropriations at the Department level within a Fund. City Council approval is also required for all transfers from unappropriated fund balances or contingency reserves.

Purchase Order Carryovers

As the subsequent fiscal year begins in July and the City's budget development process reaches its conclusion, it is essential for departments to identify any purchase orders that will be carried forward. This ensures that these carry forward amounts are accurately incorporated into the expenditure budget and fund balance calculations for the new fiscal year. When a purchase order is carried forward, the department's budget appropriation increases by the amount of the outstanding obligation, reflecting unspent funds from the previous year.

During April and May, the Finance Department collaborates with each department to review all open purchase orders, determining which should be carried forward and which can be liquidated to free up available funds. To carry a purchase order forward, the department must provide justification for why the remaining balance could not be spent before June 30th and present a plan for how the funds will be used in the upcoming year. This process helps ensure that only necessary and justified encumbrances are carried forward, supporting fiscal responsibility and accurate budget management.

Budget Amendment Procedures → Carryovers

All unexpended or unencumbered appropriations shall lapse at the end of the fiscal year, except for appropriations for capital projects that are necessary for the completion of the approved project. Encumbered funds from the previous fiscal year are carried over to the current fiscal year through a list of continued appropriations. Additionally, the City conducts a formal carryover review process during which Departments may submit justification for the carryover of unencumbered, available funds.

The final list of continued appropriations, including both encumbrances from the prior year and unencumbered funds approved for carryover, is adopted by the City Council and becomes part of the City's annual budget by formal action. These continuing appropriations are not included in the Annual Budget document to preserve the clarity of

FINANCIAL POLICIES & PROCEDURES

current-year budget presentation and to maintain a distinct record of prior-year obligations separate from newly authorized appropriations.

City Council Action

Throughout the year, the City Council considers departmental requests for additional appropriations to fund activities not included in the adopted budget, as well as administrative carryovers for outstanding commitments from the prior fiscal year.

Fund Balance Policy

The City Council has adopted Fund Balance Policy which establishes the procedures for reporting unrestricted fund balance in the City of Sierra Madre financial statements. Certain commitments and assignments of fund balance will help ensure that there will be adequate financial resources to protect the City against unforeseen circumstances and events such as revenue shortfalls and unanticipated expenditures. The policy adopted a fiscal policy which sets the General Fund Undesignated Fund Balance Reserve at minimum of 25% of operating expenditures.

Financial Structure and Operations

The City's accounting system is organized and operated on a "fund basis" with each fund distinct and self-balancing. A fund is "an independent fiscal and accounting entity used to record all financial transactions related to the specific purpose for which the fund was created". Funds are established for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, legal restrictions or limitations.

The City provides a full range of services to its citizens. These include: police, fire, emergency medical, street construction and maintenance, water and sewer utility, parks, recreational, cultural and social, planning, building and safety, economic development, environmental and general administrative services.

Services are categorized into a departmental structure to afford similarity in service provided. Departments may receive funding from one or more funds. Through the budget process and ongoing activity, the City Council oversees the operation of the City and sets forth community priorities and policies to be implemented by the City Manager. The City Manager directs the departments in the administration of City programs and service delivery. The City Manager establishes administrative policy in areas under his/her purview.

Measurement Focus and Basis of Accounting

The City of Sierra Madre's accounting records are maintained in full accordance with Generally Accepted Accounting Principles (GAAP), as established by the Government Accounting Standards Board (GASB). Governmental (General, Special Revenue, Debt

FINANCIAL POLICIES & PROCEDURES

Service and Capital Projects) Fund Types are accounted for on a "current financial resources" measurement focus. The basis of budgeting is the same as the basis of accounting used for the City funds.

The modified accrual basis of accounting is followed by the Governmental funds. Under the modified accrual basis of accounting, revenues are susceptible to accrual when they become both measurable and available. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Accordingly, only current assets and current liabilities are included on their balance sheets. The reported fund balance provides an indication of available, spendable resources. Operating statements for Governmental Fund Types Funds report increases (revenues) and decreases (expenditures) in available spendable resources. Expenditures, other than interest on long-term debt, are recorded when a current liability is incurred. Liabilities are considered current when they are normally expected to be liquidated with expendable available financial resources.

The Proprietary (Enterprise and Internal Service) and Fiduciary Funds are accounted for on an "economic resources" measurement focus. The Proprietary and Fiduciary Funds are accounted for using the accrual basis of accounting. Revenues or contributions are recognized when they are earned or due and expenses or benefits paid are recorded when the related liability is incurred. Accordingly, all assets and liabilities are included on the balance sheet, and the reported fund equity provides an indication of the economic net worth of the fund. Operating statements for Proprietary Funds report increases (revenues) and decreases (expenses) in total economic net worth.

Budgetary Basis

The budgets for governmental funds are adopted on a budgetary basis that is not materially different from Generally Accepted Accounting Principles (GAAP). For Proprietary funds, the City uses a budgetary basis that differs from GAAP. Under the GAAP basis of accounting for proprietary funds, the receipt of long-term debt proceeds, capital outlays, and debt service principal payments are not reported, but allocations for depreciation are recorded. The City's budgetary basis for proprietary funds does not allocate for depreciation but does allocate for capital outlay and debt service principal payments. This is the only difference in budgetary basis and GAAP for proprietary funds.

Cash Management

To maximize the efficient use and oversight of its financial resources, the City consolidates most of its unrestricted cash - meaning funds that are available for general use and not set aside for specific purposes or restricted by legal or contractual requirements - into a single pooled operating account. This approach streamlines day-to-day financial management and strengthens the City's ability to monitor and allocate funds as needed.

Guided by prudent financial stewardship, the City restricts its investments to only those instruments explicitly authorized by California Government Code Section 53601. This law defines the types of secure investments allowed for local agencies, such as U.S. Treasury securities, state and local government bonds, federal agency obligations, and certain

FINANCIAL POLICIES & PROCEDURES

highly rated commercial paper. Section 53601 also requires city officials to act as careful stewards of public funds and sets specific limits to ensure safety and liquidity.

By following these guidelines, the City ensures compliance with state law while safeguarding public funds and striving for optimal returns on its investments.

Fees & Rates

The City Council sets service fees at levels intended to cover the costs of providing those services, ensuring that residents and businesses who benefit directly from City services bear the costs rather than the general taxpayer. This approach is guided by the City's User Fee Policy, which establishes the principles and procedures for setting, reviewing, and adjusting fees so they remain fair, transparent, and legally compliant.

As part of this process, the City conducts a Citywide Fee Study that is a comprehensive review that determines the full cost of providing each service, including direct expenses such as staff salaries and benefits, materials, and indirect costs like administrative support and overhead. This study ensures that fees are based on actual service costs and that any proposed increases are justified and reasonable.

To account for inflation and rising costs, the City annually reviews and adjusts all fees according to the Consumer Price Index (CPI). Specifically, the City uses the Consumer Price Index for All Urban Consumers (CPI-U) for the Los Angeles area, as published by the U.S. Bureau of Labor Statistics, to calculate the annual adjustment. This ensures that fees keep pace with the real costs of providing services over time.

The Citywide Fee Schedule, which lists all current fees, is formally adopted as part of the annual budget process through a resolution at a public hearing. This public process allows residents to provide input and ensures transparency in how fees are set and updated.

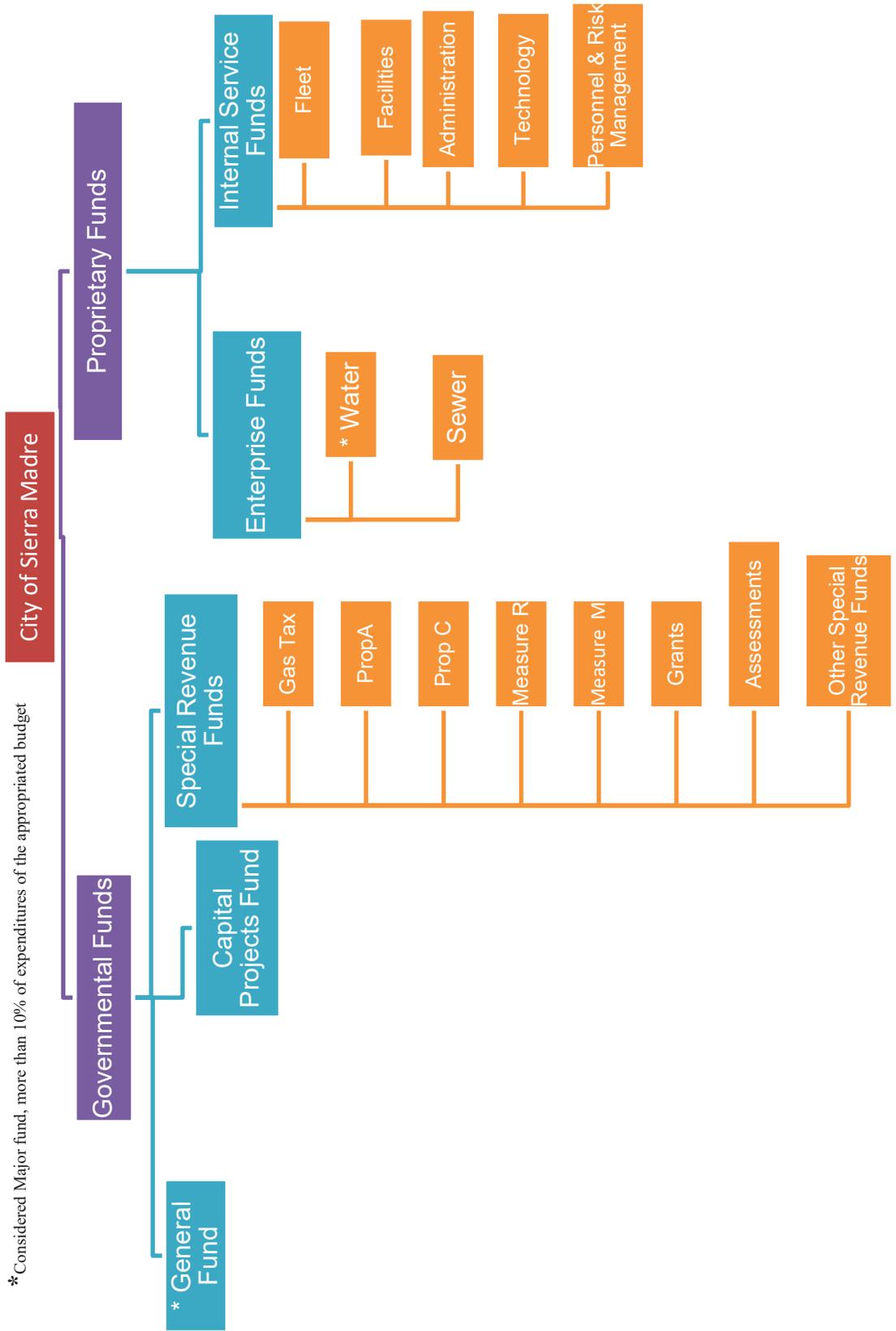
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FUND OVERVIEW

The City of Sierra Madre uses funds to account for resources for specific activities or objectives in accordance with special regulations, restrictions or limitations to facilitate the assessment of stewardship and compliance. A fund is a separate accounting entity created to track specific revenue and expense activity. The City of Sierra Madre has several fund groupings, which are reviewed herein. On the following pages, a summary is provided for each of the fund groupings that comprise the financial structure of the City. The fund groupings outlined in the following pages are depicted below with specific definitions to follow:

* Considered Major fund, more than 10% of expenditures of the appropriated budget





FUND OVERVIEW

- **Governmental Funds** - funds generally used to account for activities primarily supported by taxes, grants, and similar revenue sources. There are five different types of funds. Governmental Funds include the General Fund, Special Revenue Funds, Debt Service Funds and Capital Projects Funds.
 - **General Fund (10000)** - one of five governmental fund types that serves as the chief operating fund of a government. The General Fund is used to account for all financial resources except those required to be accounted for in another fund. In The general fund the largest revenue is property taxes and UUT revenue.
 - **Special Revenue Funds** - used to account for revenues derived from specific sources which are usually required by law or administrative regulation to be accounted for in a separate fund for specified purposes other than debt service or capital projects. Special Revenue funds of the City include:
 - Gas Tax Fund (38005) - is used to account for state gasoline taxes received by the City. These funds may be used for street maintenance, right-of-way acquisition, and street construction.
 - Prop A Fund (37004) - the City receives a portion of the ½ % sales tax approved for transportation related programs from the Metropolitan Transit Authority (MTA). The funds are restricted for local transportation projects that reduce congestion or improve public transportation systems. The City funds its “Round-About” fixed route shuttle bus and “Dial-a-Ride” programs from these revenues.
 - Prop C Fund (37009) - the City receives a portion of the ½ % sales tax approved for transportation related programs and capital projects. The funds are restricted for local transportation programs and projects that reduce congestion or benefit mass transit systems.
 - Measure R (38007) – the City receives a portion of half-cent sales tax for related public transportation improvement projects from Los Angeles County. City uses the funds mainly for street maintenance.
 - Measure M (38012) The City receives funding from the County from the one-half of one percent (0.5%) transactions and use tax within LA County. This funding must be used for transportation purposes.
 - Grants Funds account for federal, state and local grants received by the City and the expenditure of those funds.
 - Assessment Districts (32XXX)
 - **Capital Projects Funds (40000)** - established to account for resources used for the acquisition and construction of capital facilities by the City, except those financed by proprietary funds.

FUND OVERVIEW

- **Proprietary Funds** - funds used to account for activities that receive significant support from fees and charges and operate more like a business. There are two different types of proprietary funds: Enterprise funds and Internal Service funds.
 - **Enterprise Funds** - established to account for the operations and financing of self-supporting activities of a governmental unit that renders services on a user charge basis to the general public, similar to private business enterprises. Enterprise funds of the City include:
 - a. Water (71000) is used to account for the operation, maintenance, and capital facility financing of the City's water system. Its major revenue source is from user charges.
 - b. Sewer (72000) is used to account for the operation, maintenance, and capital facility financing of the City's wastewater system. Its major revenue source is from user charges.
 - **Internal Service Funds** - used to account for the financing of centralized services to different funds and City departments on a cost reimbursement basis (including replacement costs). Internal Service funds of the City include Fleet (60000), Facilities (60001), Administration (60002), Technology (60003), and Personnel & Risk Management (60007).

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FUNDS-DEPARTMENT RELATIONSHIP MATRIX

This table illustrates oversight of City funds. The Office of the City Manager and the Administrative Services Department are not listed, as they provide oversight and assistance in managing all funds.

Fund Name	Administrative	Finance	HR	IT	Planning	Police	Fire	Community Services	City Library	Public Works	Utilities	Non-Dept.
GOVERNMENTAL FUNDS - MAJOR FUND												
General Fund	✓	✓			✓	✓	✓	✓	✓	✓		
GOVERNMENTAL FUNDS - NON-MAJOR FUNDS												
GOVERNMENTAL NON-MAJOR SPECIAL REVENUE FUNDS - ASSESSMENTS												
Special Revenue Lighting Districts										✓		
Special Revenue Maintenance Districts										✓		
Other Special Revenue Assessment Districts										✓		
GOVERNMENTAL NON-MAJOR SPECIAL REVENUE FUNDS - OTHER												
Development Impact Fees					✓	✓	✓	✓	✓	✓	✓	
Development Fees - Art In Public Places								✓				
Public Safety Augmentation Fund						✓	✓					
COPS(SLESA)						✓						
Local Transportation Prop A										✓		
Open Space Fund												✓
Senior Center Special Revenue Fund								✓				
Donations - Recreation								✓				
Local Transit Program/Prop C										✓		
County Prop A Park Development								✓		✓		
California Beverage Container Grant										✓		
Clean Air Fund (AQMD)										✓		
Environmental Special Revenue Fund										✓		
Gas Tax Fund										✓		
Bikeway/Sidewalk Fund										✓		
Measure R										✓		
Measure M										✓		
Library - Gift And Memorial									✓			
Friends Of The Library Donation Fund									✓			
Citywide Debt Service												✓
Community Development Block Grant					✓					✓		
Measure W										✓		
Road Maintenance Rehabilitation Account (RMRA)										✓		
Robert Day Trust Fund									✓			
ARPA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Targeted State Grants-Library									✓			
State Park Dept OGALS Fund								✓				
NON-MAJOR CAPITAL PROJECT FUNDS												
Capital Project Funds												✓
PROPRIETARY FUNDS												
ISF - Fleet Services												
ISF - Facilities Management												
ISF - Administration	✓	✓										
ISF - Technology (Information Services)				✓								
ISF - Personnel And Risk Management			✓									
ISF - General Plan Update												
BUSINESS-TYPE ACTIVITIES - ENTERPRISE FUNDS												
Water Enterprise Fund											✓	
Utilities/Sewer Enterprise Fund											✓	

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City of Sierra Madre

Village of the Foothills



Budget Resolutions

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RESOLUTION NO. 25-39

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE
ADOPTING THE FISCAL YEAR 2025-2026 BUDGET AND APPROPRIATING THE
AMOUNTS BUDGETED**

WHEREAS, a proposed annual budget for the City of Sierra Madre and the Successor Agency for the Fiscal Year commencing July 1, 2025, and concluding on June 30, 2026 was submitted to the City Council and is on file at City Hall, Sierra Madre Public Library, and City website;

WHEREAS, on June 10, 2025, the City Manager did present the City's Fiscal Year 2025-2026 Proposed Budget to the City Council for its consideration; and

WHEREAS, the City Council directed staff to make changes to the proposed budget; and those changes have been incorporated into the final budget document;

WHEREAS, the FY 2025–2026 budget includes \$900,000 in one-time public safety capital expenditures for ADA-compliant elevator installation and pool safety improvements at the Sierra Madre YMCA, and such expenditures are eligible for funding from Unassigned General Fund Reserves in accordance with Financial Policy 2.4, which permits reserve use for one-time expenditures related to risk mitigation or legal compliance;

WHEREAS, in adopting this budget, the City has ensured compliance with Article XIII B of the California Constitution (Gann Limit), including the lawful exclusion of one-time capital expenditures and the selection of the Countywide population growth factor to preserve budgetary capacity;

**NOW, THEREFORE, THE CITY OF SIERRA MADRE DOES RESOLVE AS
FOLLOWS:**

SECTION 1. The budget, as proposed, is adopted for the City of Sierra Madre for Fiscal Year commencing July 1, 2025 and concluding June 30, 2026.

SECTION 2. Appropriations for the City as described in the attached documents titled "City of Sierra Madre Proposed Budget FY 2025-2026", are hereby adopted for the Fiscal Year commencing July 1, 2025, and concluding on June 30, 2026.

SECTION 3. The City Manager and Finance Director are hereby authorized to make transfers between budget line items in accordance with the Budget Policies adopted by the City Council on the 10th day of June 2025.

SECTION 4. The City Council hereby authorizes the use of \$900,000 in Unassigned General Fund Reserves for the aforementioned one-time capital expenditures at the Sierra Madre YMCA facility, in alignment with the City's Fund Balance Policy, which requires maintaining a minimum reserve of 25% of General Fund operating expenditures (FY 2024–2025 Budget, p. 27). The remaining General Fund structural gap shall be addressed through ongoing fiscal monitoring and future Council action.

SECTION 5. Pursuant to Government Code section 53901, the City Clerk of the City of Sierra Madre shall file a copy of the adopted budget with the Los Angeles County Auditor-Controller within 60 days after the beginning of the 2025-2026 fiscal year.

APPROVED AND ADOPTED, this 10th day of June 2025. ORIGINAL SIGNED


Robert Parkhurst, Mayor

I hereby certify that the foregoing Resolution Number 25-39 was adopted by the City Council of the City of Sierra Madre at a regular meeting held on the 10th day of June 2025, by the following vote:

AYES: Mayor Robert Parkhurst, Mayor Pro Tem Kristine Lowe, Council Member Edward Garcia, Council Member Gene Goss, and Council Member Kelly Kriebs

NOES: None.

ABSENT: None.

ABSTAIN: None.



Laura Aguilar, City Clerk

RESOLUTION NO. 25-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE SETTING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2025-2026 AT \$14,587,254 IN ACCORDANCE WITH ARTICLE XIII-B OF THE CONSTITUTION OF THE STATE OF CALIFORNIA AND PURSUANT TO GOVERNMENT CODE SECTION 7910

WHEREAS, in accordance with Article XIII-B (Propositions 4 and 111) of the Constitution of the State of California, local governments are required to adopt an annual Appropriations Limit;

WHEREAS, the appropriations limitation is based on proceeds of taxes adjusted annually from the base year 1986/87 by either the population growth factor for the City of Sierra Madre or for the County of Los Angeles, and by either the change in the California Per Capita Personal Income or the change in Non-residential Construction for the City of Maywood; and

WHEREAS, the City Council of the City of Sierra Madre seeks to select those options providing the greatest ratio of change as shown below:

Change in California per Capita Personal Income (Inflation Factor)	County of Los Angeles Population Change (Population Factor)	Calculation Factor
1.0644	1.0030	1.0676

WHEREAS, the Appropriations Limit for the Fiscal Year ending June 30, 2025 is \$13,696,327;

WHEREAS, the population factor provided by the State of California, Department of Finance is 0.996973;

WHEREAS, the inflationary factor provided by the State of California, Department of Finance is 1.0644;

WHEREAS, the appropriations subject to this limitation include appropriations from governmental fund types budgeted by the City;

WHEREAS, the appropriations subject to this limitation are for proceeds from taxes. Appropriations for proceeds for fees for services, fines, forfeitures, private grants, donations and other non-tax proceeds are not subject to the limit;

WHEREAS, the appropriations subject to this limitation are further reduced by excluded appropriations, such as qualified capital outlay and debt service;

WHEREAS, the calculation for the FY 2025-2026 appropriations limit has been available to the public for inspection.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Sierra Madre does hereby approve the following:

SECTION 1. The Fiscal Year 2025-2026 Appropriations Limit is calculated as shown on the document known as the "Gann Appropriations Limit Calculation" attached hereto as Exhibit "A".

SECTION 2. The City of Sierra Madre does hereby adopt the per capita personal income element and the population change element of the calculation factor as those provided by the State Department of Finance.

SECTION 3. The appropriation limit for Fiscal Year 2025-2026 is hereby set at \$14,622,105.

SECTION 4. The Fiscal Year 2025-2026 budgeted appropriations amount subject to the Limit is \$14,214,256.

SECTION 5. The City's budgeted appropriations for the year ending June 30, 2026 are in compliance with Article XIII-B of the Constitution of the State of California, commonly known as the Gann Appropriations Limit.

RESOLUTION 25-40 APPROVED AND ADOPTED this 10th day of June, 2025.



Robert Parkhurst, Mayor

I hereby certify that the foregoing Resolution Number 25-40 was adopted by the City Council of the City of Sierra Madre at a regular meeting held on the 10th day of June 2025, by the following vote:

AYES: Mayor Robert Parkhurst, Mayor Pro Tem Kristine Lowe, Council Member Edward Garcia, Council Member Gene Goss, and Council Member Kelly Kriebs

NOES: None.

ABSENT: None.

ABSTAIN: None.



Laura Aguilar, City Clerk

**RESOLUTION 25-41
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA
MADRE ESTABLISHING A SCHEDULE OF FEES AND CHARGES
FOR CITY SERVICES FOR FISCAL YEAR 2025-2026**

THE CITY COUNCIL OF THE CITY OF SIERRA MADRE DOES HEREBY RESOLVE:

WHEREAS, the City of Sierra Madre has conducted an analysis of its services, the costs reasonably borne of providing those services, the beneficiaries of those services, and the revenues produced by those paying fees and charges for special services; and

WHEREAS, the City wishes to comply with both the letter and the spirit of Article XIII B of the California Constitution and limit the growth of taxes; and

WHEREAS, the City desires to establish a policy of recovering the full costs reasonably borne of providing special services of a voluntary and limited nature, such that general taxes are not diverted from general services of a broad nature and thereby utilized to subsidize unfairly and inequitably such special services; and

WHEREAS, therefore, the City Council adopted Ordinance No. 1058 on November 14, 1989 (SMMC Section 3.20.040 - Fees and charges schedule), establishing its policy as to the recovery of costs and more particularly the percentage of costs reasonably borne to be recovered from users of City services and directing staff as to the methodology for implementing said Ordinance; and

WHEREAS, notice of public hearing has been provided per Government Code Section 66016, oral and written presentations made and received, and the required public hearing held; and

WHEREAS, a schedule of fees and charges to be paid by those requesting such special services needs to be adopted so that the City might carry into effect its policies; and

WHEREAS, it is the intention of the City Council to develop a revised schedule of fees and charges based on the City's budgeted and projected costs reasonably borne from the Fiscal Year beginning July 1, 2025; and

WHEREAS, pursuant to California Government Code Section 66016, a general explanation of the hereinafter contained schedule of fees and charges has been noticed as required; and

WHEREAS, the proposed fees are in accordance with Article XIII-B of the Constitution of the State of California; and

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SIERRA MADRE DOES RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. Fee Schedule. The accompanying schedules of fees and charges are hereby incorporated into this resolution;

SECTION 2. Fee Schedule Adopted. The accompanying schedule of fees and charges is hereby adopted and such fees and charges are to be applied by the various special services when provided by the City or its designated contractors. The City Council finds that each fee is calculated to return the City's cost in connection therewith and no more.

SECTION 3. Separate Fee for Each Process. All fees set by this Resolution are for each identified process; additional fees shall be required for each additional process or service that is requested or required. Where fees are indicated on a per-unit of

measurement basis the fee is for each identified unit or portion thereof within the indicated ranges of such units.

SECTION 4. Interpretations. This Resolution can be interpreted by several different department heads in consultation with the City Manager and, should there be a conflict between two fees, then the lower in dollar amount of the two shall be applied.

SECTION 5. Intentions. It is the intention of the City Council to review the fees and charges as determined and set out herein, based on the City's annual budget and all the City's costs reasonably borne as established at that time and, as and if warranted, to revise such fees and charges based thereon.

SECTION 6. Constitutionality. If any portion of this Resolution is declared invalid or unconstitutional then it is the intention of the City Council to have passed the entire Resolution and all its component parts, and all other sections of this Resolution shall remain in full force and effect.

SECTION 7. Repealer. All Resolutions and other actions of the City Council in conflict with the contents of this Resolution are hereby repealed.

SECTION 8. Effective Date. This Resolution shall go into full force and effect July 1, 2025, through June 30, 2026 (unless specifically listed as calendar year in the fee schedule), but shall be subject to the terms and conditions of the Sierra Madre Municipal Code.

SECTION 9. Certification. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 10th day of June 2025.



Robert Parkhurst, Mayor

I hereby certify that the foregoing **Resolution 25-41** was adopted at a regular meeting of the City Council of the City of Sierra Madre held on the 10th day of June 2025 by the following vote:

AYES: Mayor Robert Parkhurst, Mayor Pro Tem Kristine Lowe, Council Member Edward Garcia, Council Member Gene Goss, and Council Member Kelly Kriebs

NOES: None.

ABSENT: None.

ABSTAIN: None.



Laura Aguilar, City Clerk

City of Sierra Madre

Village of the Foothills



Authorized Positions

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AUTHORIZED POSITIONS

Department	FY 2023-2024 Adopted	FY 2024-2025 Adopted	FY 2025-2026 Adopted
<u>Citywide Totals</u>			
Full-Time Positions	90	91	91
Part-time Hours	22,960	18,160	20,080
TOTAL FTE	101.04	99.73	100.65
<u>Administrative Services</u>			
Full-Time Positions	16	16	16
Part-Time Hours	1,920	960	-
TOTAL FTE	16.92	16.46	16.00
<u>Community Services</u>			
Full-Time Positions	4	4	4
Part-Time Hours	600	600	1,560
TOTAL FTE	4.29	4.29	4.75
<u>Fire Department</u>			
Full-Time Positions	17	18	18
Part-Time Hours	2,880	960	960
TOTAL FTE	18.38	18.46	18.46
<u>Library Services</u>			
Full-Time Positions	5	5	5
Part-Time Hours	6,720	5,760	6,720
TOTAL FTE	8.23	7.77	8.23
<u>Planning & Community Preservation</u>			
Full-Time Positions	6	6	6
Part-Time Hours	-	-	960
TOTAL FTE	6.00	6.00	6.46
<u>Police Department</u>			
Full-Time Positions	23	23	23
Part-Time Hours	10,840	9,880	9,880
TOTAL FTE	28.21	27.75	27.75
<u>Public Works</u>			
Full-Time Positions	9	9	9
Part-Time Hours			
TOTAL FTE	9.00	9.00	9.00
<u>Utilities</u>			
Full-Time Positions	10	10	10
Part-Time Hours	-	-	-
TOTAL FTE	10.00	10.00	10.00

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City of Sierra Madre

Village of the Foothills



Budget Summaries

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**ESTIMATED FUNDS AVAILABLE BY FUND
FY 2025-2026**

FUND	Estimated Funds Available 06/30/2025	ADOPTED Revenues FY 2025-2026	ADOPTED Expenditures FY 2025-2026	ADOPTED Net Transfers In/(Out)	Estimated Funds Available 06/30/2026
GOVERNMENTAL FUNDS					
GENERAL FUND	14,464,311	18,047,100	(19,179,848)	(336,868)	12,994,695
SPECIAL REVENUE FUNDS:					
ASSESSMENT DISTRICTS	650,564	133,200	(351,000)	-	432,764
PSAF	214,773	165,000	(98,000)		281,773
COPS(SLESA)	23,260	150,000	(173,000)		260
LOCAL TRANSPORTATION PROP A	1,105,653	282,189	(411,000)		976,842
LOCAL TRANSPORTATION PROP C	267,648	236,068	(501,200)		2,516
MEASURE R	196,690	175,000	(369,000)		2,690
MEASURE M	454,537	293,000	(439,000)		308,537
RMRA	391,985	302,000	(509,000)		184,985
GAS TAX	301,623	323,000	(415,000)		209,623
ARPA	360,000	-	(360,000)		-
TARGETED STATE GRANTS-LIBRARY	6,505,000	50,000	(6,555,000)		-
OTHER SPECIAL REVENUE FUNDS	2,398,477	650,252	(1,400,050)	37,600	1,686,279
CAPITAL PROJECTS FUND	113,130	-	(273,268)	273,268	113,130
GRAND TOTAL	\$ 27,447,649	\$ 20,806,809	\$ (31,034,366)	\$ (26,000)	\$ 17,194,092

FUND	Estimated Funds Available 06/30/2025	ADOPTED Revenues FY 2025-2026	ADOPTED Expenses FY 2025-2026	Change in np	Estimated Funds Available 06/30/2026
PROPRIETARY FUNDS					
WATER	10,393,910	7,326,000	(7,885,540)	(559,540)	9,834,370
SEWER	2,420,771	1,358,000	(1,038,815)	319,185	2,739,956
INTERNAL SERVICES					
IT	629,410	1,180,000	(1,428,000)	(248,000)	381,410
ADMINISTRATIVE	556,386	1,000,000	(1,043,000)	(43,000)	513,386
PERSONNEL & RISK MGMT	1,047,782	2,075,000	(2,236,000)	(161,000)	886,782
FLEET	717,982	496,000	(498,000)	(2,000)	715,982
FACILITIES	821,158	590,000	(688,000)	(98,000)	723,158
GEN PLAN UPDATE	180,110	195,000	-	195,000	375,110
GRAND TOTAL	\$ 16,767,509	\$ 14,220,000	\$ (14,817,355)	\$ (597,355)	\$ 16,170,154

Note:

The General fund is required to have a minimum operating fund balance reserve of 25% of operating expenditures. The estimated fund balance in the General fund is projected to exceed the 25% required for operating. The amount above the minimum required fund balance serves as a potential funding source for long term capital needs of the City, which exceed this amount.

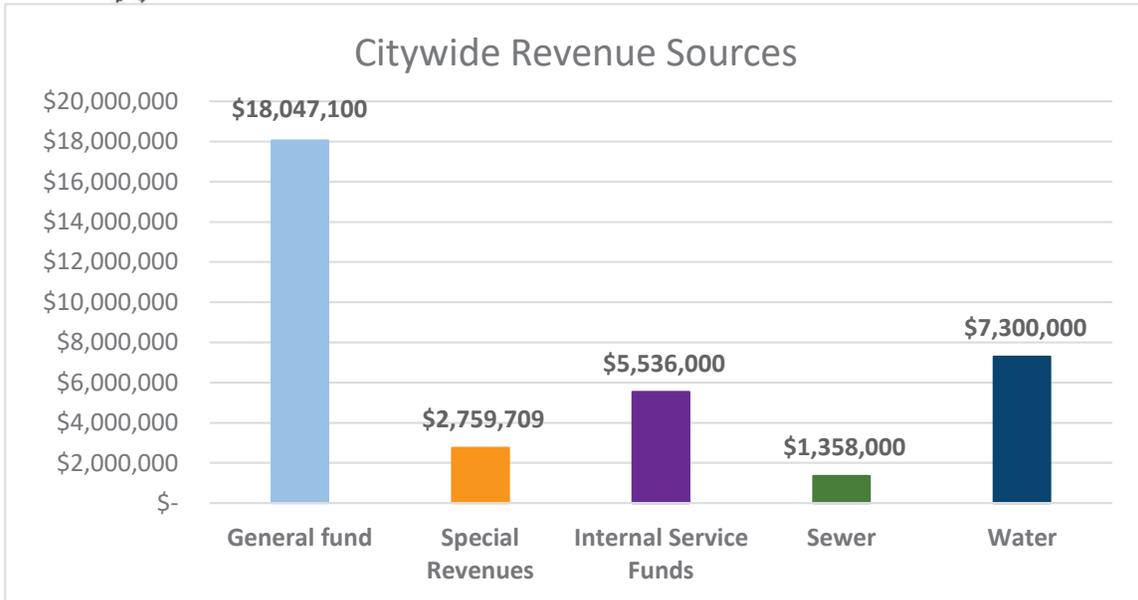
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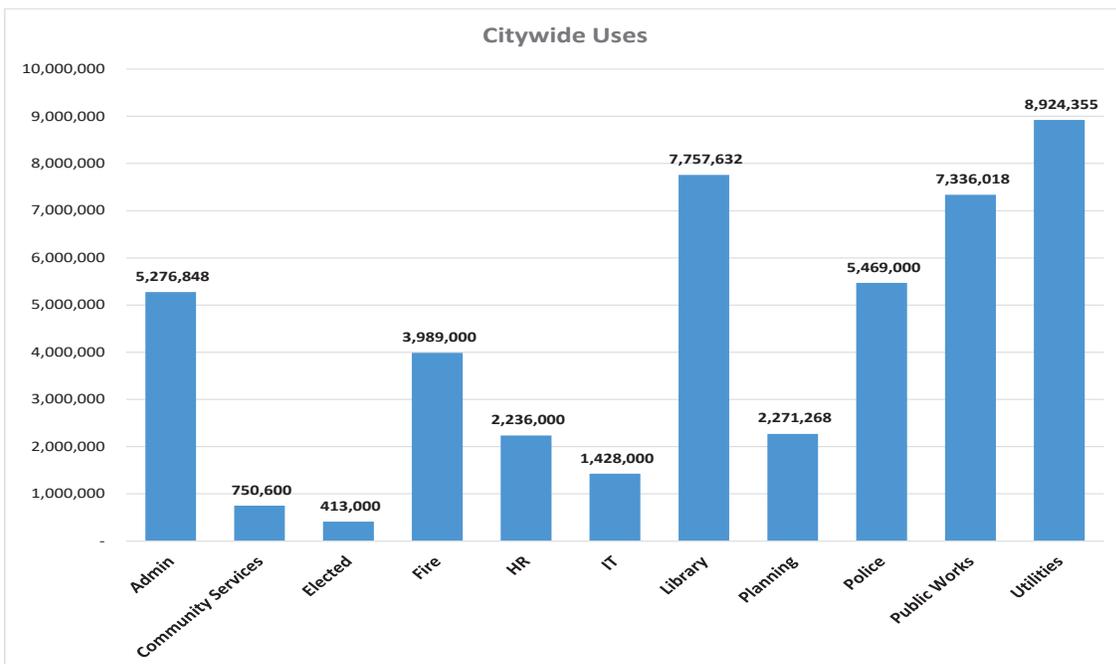
CITY OF SIERRA MADRE FISCAL YEAR 2025-2026 BUDGET

FUND	FY 2023-24 ACTUALS	FY 2024-2025 ADOPTED	FY 2024-2025 AMENDED	FY 2025-2026 ADOPTED
REVENUES				
GENERAL FUND	\$ 18,716,581	\$ 17,216,100	\$ 17,439,100	\$ 18,047,100
SPECIAL REVENUE FUNDS:	4,782,227	2,397,470	2,622,470	2,759,709
WATER ENTERPRISE FUND	7,111,107	6,927,500	7,527,500	7,300,000
SEWER ENTERPRISE FUND	1,325,551	1,306,300	1,442,014	1,358,000
INTERNAL SERVICE FUNDS	5,325,990	5,091,300	5,266,300	5,536,000
TOTAL REVENUES	\$ 37,261,456	\$ 32,938,670	\$ 34,297,384	\$ 35,000,809
TRANSFERS IN	\$ 709,026	\$ 211,000	\$ 2,011,000	\$ 361,868
EXPENDITURES				
GENERAL FUND	\$ 15,404,475	\$ 17,171,200	\$ 17,895,200	\$ 19,179,848
SPECIAL REVENUE FUNDS:	4,074,952	13,569,136	15,369,136	11,854,519
WATER ENTERPRISE FUND	5,844,024	6,548,169	6,609,169	7,885,540
SEWER ENTERPRISE FUND	1,049,803	1,246,600	1,307,600	1,038,815
INTERNAL SERVICE FUNDS	4,953,400	5,651,000	5,731,000	5,893,000
TOTAL EXPENDITURES	\$ 31,326,654	\$ 44,186,105	\$ 46,912,105	\$ 45,851,722
TRANSFERS OUT	\$ 709,026	\$ 211,000	\$ 2,011,000	\$ 361,868
NET CHANGE	\$ 5,934,802	\$ (11,247,435)	\$ (12,614,721)	\$ (10,850,913)

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The table above shows the citywide budgeted revenues by fund. The General Fund revenues and trends are discussed in the General Fund Overview section of the budget book. Special Revenues represent Federal, Local, and State grants or donations used for eligible expenditures as restricted by law or administrative action. Special Revenue funds are mainly budgeted using estimates provided by grantor. Water and Sewer revenues are budgeted based on trends of usage and the utility rates approved as part of the 5-year fee study. The table below shows expenditures citywide by department.



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**CITY OF SIERRA MADRE FISCAL YEAR 2025-2025 BUDGET
PROPRIETARY FUNDS**

FUND	FY 2023-24 ACTUALS	FY 2024-2025 ADOPTED	FY 2024-2025 AMENDED	FY 2025-2026 ADOPTED
REVENUES				
WATER ENTERPRISE FUND	\$ 7,111,107	\$ 6,927,500	\$ 7,527,500	\$ 7,300,000
SEWER ENTERPRISE FUND	1,325,551	1,306,300	1,442,014	1,358,000
INTERNAL SERVICE FUNDS:				
IT	992,596	1,115,200	1,140,200	1,180,000
ADMINISTRATIVE	1,002,573	954,400	985,400	1,000,000
PERSONNEL & RISK MGMT	1,660,197	1,860,150	1,881,150	2,075,000
FLEET	570,555	475,000	503,000	496,000
FACILITIES	1,061,316	686,550	721,550	590,000
GENERAL PLAN UPDATE	38,754	-	35,000	195,000
TOTAL REVENUES	\$ 13,762,648	\$ 13,325,100	\$ 14,235,814	\$ 14,194,000
TRANSFERS IN	\$ 22,120	\$ 26,000	\$ 26,000	\$ 26,000
EXPENSES				
WATER ENTERPRISE FUND	\$ 5,844,024	\$ 6,548,169	\$ 6,609,169	\$ 7,885,540
SEWER ENTERPRISE FUND	1,049,803	1,246,600	1,307,600	1,038,815
INTERNAL SERVICE FUNDS:				
IT	1,019,320	1,299,050	1,299,050	1,428,000
ADMINISTRATIVE	1,066,567	1,034,400	1,034,400	1,043,000
PERSONNEL & RISK MGMT	1,623,666	1,942,250	2,022,250	2,236,000
FLEET	532,048	543,100	543,100	498,000
FACILITIES	711,799	832,200	832,200	688,000
GENERAL PLAN UPDATE	-	-	-	-
TOTAL EXPENSES	\$ 11,847,227	\$ 13,445,769	\$ 13,647,769	\$ 14,817,355
TRANSFERS OUT	\$ -	\$ -	\$ -	\$ -
Change in Available Resources	\$ 1,937,541	\$ (94,669)	\$ 614,045	\$ (597,355)

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CITYWIDE REVENUE DETAIL BY FUND

FUND	FY 2023-24 ACTUALS	FY 2024-2025 ADOPTED	FY 2024-2025 AMENDED	FY 2025-2026 ADOPTED
GENERAL FUND				
Property Taxes	\$ 8,741,395	\$ 8,912,000	\$ 8,912,000	\$ 9,466,000
Utility User Taxes	3,275,120	3,194,000	3,194,000	3,229,000
Franchise Fees	585,238	500,000	580,000	550,000
Sales Taxes	1,424,087	1,468,500	1,383,500	1,408,000
Business Licenses	265,393	120,000	80,000	93,000
Charges for Services	986,156	856,600	856,600	860,500
Fines and Forfeitures	80,127	60,000	60,000	62,000
Licenses and Permits	1,552,737	1,519,000	1,677,000	1,625,000
Other Revenues	1,806,328	586,000	696,000	753,600
TOTAL GENERAL FUND	18,716,581	17,216,100	17,439,100	18,047,100
SPECIAL REVENUE FUNDS:				
ARPA				
Revenue from Other Agencies	701,088	-	-	-
Interest	68,709	-	-	-
TOTAL ARPA	769,796	-	-	-
ASSESSMENTS				
Property Taxes	118,006	119,800	119,800	119,800
Interest	46,046	-	-	13,400
TOTAL ASSESSMENTS	164,052	119,800	119,800	133,200
PSAF				
Revenue from Other Agencies	169,546	165,000	165,000	165,000
Interest	3,409	-	-	-
TOTAL PSAF	172,955	165,000	165,000	165,000
STATE COPS GRANT				
Revenue from Other Agencies	100,000	170,000	170,000	150,000
Interest	614	-	-	-
TOTAL COPS	100,614	170,000	170,000	150,000
GAS TAX				
Revenue from Other Agencies	307,650	308,000	308,000	323,000
Interest	7,250	-	-	-
TOTAL GAS TAX	314,900	308,000	308,000	323,000
RMRA				
Revenue from Other Agencies	288,486	286,000	286,000	302,000
Interest	4,258	-	-	-
TOTAL RMRA	292,744	286,000	286,000	302,000
MEASURE M				
Revenue from Other Agencies	202,325	214,000	214,000	293,000
Interest	9,226	-	-	-
TOTAL MEASURE M	211,551	214,000	214,000	293,000
MEASURE R				
Revenue from Other Agencies	179,173	189,000	189,000	175,000
Interest	3,051	-	-	-
TOTAL MEASURE R	182,224	189,000	189,000	175,000
PROP A				
Revenue from Other Agencies	288,100	304,000	304,000	282,189
Interest	27,170	-	-	-
Charges for Services	468	-	-	-
TOTAL PROP A	315,738	304,000	304,000	282,189
PROP C				
Revenue from Other Agencies	238,973	252,000	252,000	236,068
Interest	1,889	-	-	-
TOTAL PROP C	240,861	252,000	252,000	236,068
CAPITAL PROJECTS FUND				
Interest	6,272	-	-	-
TOTAL CAPITAL PROJECTS FUND	6,272	-	-	-
TARGETED STATE GRANTS-LIBRARY				
Revenue from Other Agencies	787,888	-	-	-
Interest	271,751	-	225,000	50,000
TOTAL TARGETED STATE GRANTS-LIBRARY	1,059,639	-	225,000	50,000

CITYWIDE REVENUE DETAIL BY FUND

FUND	FY 2023-24 ACTUALS	FY 2024-2025 ADOPTED	FY 2024-2025 AMENDED	FY 2025-2026 ADOPTED
OTHER SPECIAL REVENUE FUNDS				
Donations	85,798	55,000	55,000	76,002
Interest	120,360	-	-	14,000
Other Revenues	79,578	49,550	49,550	79,550
Licenses and Permits	342,929	110,000	110,000	120,000
Property Taxes	-	-	-	-
Revenue from Other Agencies	322,215	175,120	175,120	360,700
TOTAL OTHER SPECIAL REVENUES FUND	950,880	389,670	389,670	650,252
TOTAL SPECIAL REVENUE FUNDS	4,782,226	2,397,470	2,622,470	2,759,709
INTERNAL SERVICE FUNDS-IT				
Charges for Services	940,000	1,085,200	1,085,200	1,150,000
Interest	25,219	-	25,000	-
Licenses and Permits	27,377	30,000	30,000	30,000
Other Revenues	-	-	-	-
TOTAL INTERNAL SERVICE FUNDS-IT	992,596	1,115,200	1,140,200	1,180,000
INTERNAL SERVICE FUNDS- ADMINISTRATIVE				
Charges for Services	975,000	954,400	954,400	1,000,000
Interest	27,573	-	31,000	-
Other Revenues	-	-	-	-
TOTAL INTERNAL SERVICE FUNDS- ADMINISTRATIVE	1,002,573	954,400	985,400	1,000,000
INTERNAL SERVICE FUNDS-PERSONNEL & RISK MGMT				
Charges for Services	1,616,385	1,860,150	1,860,150	2,075,000
Interest	32,199	-	21,000	-
Other Revenues	11,613	-	-	-
TOTAL INTERNAL SERVICE FUNDS-PERSONNEL & RISK MGMT	1,660,197	1,860,150	1,881,150	2,075,000
INTERNAL SERVICE FUNDS- FLEET				
Charges for Services	547,600	475,000	475,000	496,000
Interest	22,955	-	28,000	-
Other Revenues	-	-	-	-
TOTAL INTERNAL SERVICE FUNDS-FLEET	570,555	475,000	503,000	496,000
INTERNAL SERVICE FUNDS-FACILITIES				
Charges for Services	1,038,000	686,550	686,550	590,000
Interest	23,316	-	35,000	-
TOTAL INTERNAL SERVICE FUNDS-FACILITIES	1,061,316	686,550	721,550	590,000
INTERNAL SERVICE FUNDS-GEN PLAN UPDATE				
Charges for Services	35,000	-	35,000	195,000
Interest	3,754	-	-	-
Other Revenues	-	-	-	-
TOTAL INTERNAL SERVICE FUNDS-GEN PLAN UPDATE	38,754	-	35,000	195,000
TOTAL INTERNAL SERVICE FUNDS	5,325,990	5,091,300	5,266,300	5,536,000
ENTERPRISE FUNDS:				
WATER				
Charges for Services	6,701,568	6,823,500	7,173,500	6,950,000
Fines and Forfeitures	5,756	4,000	4,000	-
Interest	330,112	100,000	350,000	350,000
Grants	73,671	-	-	-
Other Revenues	-	-	-	-
TOTAL WATER FUND	7,111,107	6,927,500	7,527,500	7,300,000
SEWER				
Charges for Services	1,243,128	1,281,300	1,347,014	1,333,000
Interest	80,833	25,000	95,000	25,000
Other Revenues	1,590	-	-	-
TOTAL SEWER FUND	1,325,551	1,306,300	1,442,014	1,358,000
TOTAL ENTERPRISE FUNDS	8,436,658	8,233,800	8,969,514	8,658,000
GRAND TOTAL CITYWIDE REVENUES	37,261,456	32,938,670	34,297,384	35,000,809



CITYWIDE EXPENDITURES BY DEPARTMENT

FUND TYPE	FY 2023-24 ACTUALS	FY 2024-2025 ADOPTED	FY 2024-2025 AMENDED	FY 2025-2026 ADOPTED
ADMINISTRATIVE SERVICES				
GENERAL FUND				
Personnel	221,546	269,200	269,200	212,000
Maintenance & Operations	33,985	78,000	111,000	115,000
Cost Allocations	2,697,439	3,089,550	3,089,550	2,956,000
Other Expenses	371,637	582,800	582,800	850,848
Contingency	58,846	100,000	100,000	100,000
TOTAL GENERAL FUND	3,383,452	4,119,550	4,152,550	4,233,848
INTERNAL SERVICES FUND-ADMIN				
Personnel	877,429	823,300	823,300	816,000
Maintenance & Operations	189,138	211,100	211,100	227,000
TOTAL INTERNAL SERVICES FUND-ADMIN	1,066,567	1,034,400	1,034,400	1,043,000
TOTAL ADMINISTRATIVE SERVICES DEPARTMENT	4,450,019	5,153,950	5,186,950	5,276,848
COMMUNITY SERVICES				
GENERAL FUND				
Personnel	363,805	359,950	359,950	397,000
Maintenance & Operations	74,303	78,700	78,700	100,000
TOTAL GENERAL FUND	438,108	438,650	438,650	497,000
PROP A FUND				
Maintenance & Operations	3,447	5,100	5,100	7,000
TOTAL PROP A FUND	3,447	5,100	5,100	7,000
OTHER SPECIAL REVENUE FUND				
Maintenance & Operations	24,764	21,000	21,000	21,000
Capital Outlay	11,078	179,800	179,800	225,600
TOTAL OTHER SPECIAL REVENUE FUND	35,842	200,800	200,800	246,600
TOTAL COMMUNITY SERVICES DEPARTMENT	477,397	644,550	644,550	750,600
ELECTED AND APPOINTED				
GENERAL FUND				
Personnel	191,003	176,200	176,200	203,000
Maintenance & Operations	195,702	405,350	460,350	210,000
TOTAL GENERAL FUND	386,705	581,550	636,550	413,000
TOTAL ELECTED AND APPOINTED DEPARTMENT	386,705	581,550	636,550	413,000
FIRE				
GENERAL FUND				
Personnel	3,050,737	3,356,200	3,556,200	3,562,000
Maintenance & Operations	388,207	408,700	437,700	427,000
TOTAL GENERAL FUND	3,438,944	3,764,900	3,993,900	3,989,000
CAPITAL PROJECTS FUND				
Capital Outlay	34,122	-	-	-
TOTAL OTHER SPECIAL REVENUE FUND	34,122	-	-	-
OTHER SPECIAL REVENUE FUND				
Maintenance & Operations	2,042	-	-	-
Capital Outlay	22,164	-	-	-
TOTAL OTHER SPECIAL REVENUE FUND	24,206	-	-	-
TOTAL FIRE DEPARTMENT	3,497,272	3,764,900	3,993,900	3,989,000
HUMAN RESOURCES				
INTERNAL SERVICES FUND				
Personnel	336,445	270,950	270,950	295,000
Maintenance & Operations	1,287,221	1,671,300	1,751,300	1,941,000
TOTAL INTERNAL SERVICES FUND	1,623,666	1,942,250	2,022,250	2,236,000
TOTAL HUMAN RESOURCES DEPARTMENT	1,623,666	1,942,250	2,022,250	2,236,000

CITYWIDE EXPENDITURES BY DEPARTMENT

FUND TYPE	FY 2023-24 ACTUALS	FY 2024-2025 ADOPTED	FY 2024-2025 AMENDED	FY 2025-2026 ADOPTED
IT DEPARTMENT				
INTERNAL SERVICES FUND-IT				
Personnel	398,855	397,750	397,750	480,000
Maintenance & Operations	568,570	737,300	737,300	818,000
Investment in Capital Assets	51,895	164,000	164,000	130,000
TOTAL INTERNAL SERVICES FUND-IT	1,019,320	1,299,050	1,299,050	1,428,000
TOTAL IT DEPARTMENT	1,019,320	1,299,050	1,299,050	1,428,000
LIBRARY				
GENERAL FUND				
Personnel	609,700	636,100	636,100	713,000
Maintenance & Operations	111,289	111,800	113,800	116,000
TOTAL GENERAL FUND	720,989	747,900	749,900	829,000
TARGETED STATE GRANTS-LIBRARY				
Capital Outlay	787,888	8,405,774	10,205,774	6,555,000
TOTAL TARGETED STATE GRANT FUND	787,888	8,405,774	10,205,774	6,555,000
OTHER SPECIAL REVENUE FUND				
Maintenance & Operations	58,826	55,000	55,000	56,000
Capital Outlay	12,145	334,605	334,605	317,632
TOTAL OTHER SPECIAL REVENUE FUND	70,971	389,605	389,605	373,632
TOTAL LIBRARY SERVICES DEPARTMENT	1,579,848	9,543,279	11,345,279	7,757,632
PLANNING AND COMMUNITY PRESERVATION				
GENERAL FUND				
Personnel	734,432	697,500	697,500	754,000
Maintenance & Operations	866,499	903,600	1,133,600	1,404,000
TOTAL GENERAL FUND	1,600,931	1,601,100	1,831,100	2,158,000
CAPITAL PROJECTS FUND				
Maintenance & Operations	146,386	50,000	50,000	113,268
TOTAL OTHER SPECIAL REVENUE FUND	146,386	50,000	50,000	113,268
OTHER SPECIAL REVENUE FUND				
Maintenance & Operations	23,205	-	-	-
TOTAL OTHER SPECIAL REVENUE FUND	23,205	-	-	-
TOTAL PLANNING AND COMMUNITY PRESERVATION DEP.	1,770,522	1,651,100	1,881,100	2,271,268
POLICE				
GENERAL FUND				
Personnel	4,480,838	4,818,400	4,818,400	4,782,000
Maintenance & Operations	379,538	406,700	406,700	416,000
TOTAL GENERAL FUND	4,860,376	5,225,100	5,225,100	5,198,000
COPS FUND				
Personnel	58,788	125,800	173,700	102,273
Maintenance & Operations	60,890	69,100	69,100	70,727
TOTAL COPS FUND	119,678	194,900	242,800	173,000
PSAF FUND				
Personnel	107,053	153,800	105,900	98,000
TOTAL PSAF FUND	107,053	153,800	105,900	98,000
CAPITAL PROJECTS FUND				
Maintenance & Operations	40,000	-	-	-
Capital Outlay	69,095	-	-	-
TOTAL CAPITAL PROJECTS FUND	109,095	-	-	-
TOTAL POLICE DEPARTMENT	5,196,202	5,573,800	5,573,800	5,469,000

CITYWIDE EXPENDITURES BY DEPARTMENT

FUND TYPE	FY 2023-24 ACTUALS	FY 2024-2025 ADOPTED	FY 2024-2025 AMENDED	FY 2025-2026 ADOPTED
PUBLIC WORKS				
GENERAL FUND				
Personnel	382,510	434,450	434,450	540,000
Maintenance & Operations	192,460	258,000	433,000	422,000
Capital Outlay	-	-	-	900,000
TOTAL GENERAL FUND	574,970	692,450	867,450	1,862,000
ARPA				
Capital Outlay	701,088	1,297,605	1,297,605	360,000
TOTAL ARPA FUND	701,088	1,297,605	1,297,605	360,000
ASSESSMENTS				
Maintenance & Operations	115,460	135,200	135,200	177,000
Capital Outlay	187,375	73,500	73,500	174,000
TOTAL ASSESSMENTS FUND	302,835	208,700	208,700	351,000
GAS TAX FUND				
Personnel	174,617	195,850	195,850	204,000
Maintenance & Operations	63,670	61,500	61,500	67,000
Capital Outlay	10,944	68,700	68,700	144,000
TOTAL GAS TAX FUND	249,231	326,050	326,050	415,000
MEASURE R FUND				
Maintenance & Operations	19,000	-	-	-
Capital Outlay	320,000	189,000	189,000	369,000
TOTAL MEASURE R FUND	339,000	189,000	189,000	369,000
MEASURE M FUND				
Capital Outlay	132,165	214,000	214,000	439,000
TOTAL MEASURE M FUND	132,165	214,000	214,000	439,000
PROP A FUND				
Personnel	1,936	2,000	2,000	-
Maintenance & Operations	187,080	229,000	229,000	404,000
TOTAL PROP A FUND	189,016	231,000	231,000	404,000
PROP C FUND				
Maintenance & Operations	2,500	2,800	2,800	3,200
Capital Outlay	300,000	249,200	249,200	498,000
TOTAL PROP C FUND	302,500	252,000	252,000	501,200
RMRA FUND				
Capital Outlay	39,957	286,000	286,000	509,000
TOTAL RMRA FUND	39,957	286,000	286,000	509,000
OTHER SPECIAL REVENUE FUND				
Maintenance & Operations	197,266	320,000	320,000	341,000
Capital Outlay	-	511,602	511,602	438,818
TOTAL OTHER SPECIAL REVENUE FUND	197,266	831,602	831,602	779,818
CAPITAL PROJECTS FUND				
Capital Outlay	160,000	333,200	333,200	160,000
TOTAL CAPITAL PROJECTS FUND	160,000	333,200	333,200	160,000
INTERNAL SERVICES FUND-FLEET				
Personnel	154,935	169,100	169,100	146,000
Maintenance & Operations	271,128	354,000	354,000	352,000
Investment in Capital Assets	105,986	20,000	20,000	-
TOTAL INTERNAL SERVICES FUND-FLEET	532,049	543,100	543,100	498,000
INTERNAL SERVICES FUND-FACILITIES				
Personnel	101,875	100,700	100,700	94,000
Maintenance & Operations	507,836	604,000	604,000	492,000
Investment in Capital Assets	102,087	127,500	127,500	102,000
TOTAL INTERNAL SERVICES FUND-FACILITIES	711,798	832,200	832,200	688,000
TOTAL PUBLIC WORKS DEPARTMENT	4,431,875	6,236,907	6,411,907	7,336,018

CITYWIDE EXPENDITURES BY DEPARTMENT

FUND TYPE	FY 2023-24 ACTUALS	FY 2024-2025 ADOPTED	FY 2024-2025 AMENDED	FY 2025-2026 ADOPTED
UTILITIES				
WATER FUND				
Personnel	1,176,738	1,231,050	1,231,050	1,262,000
Maintenance & Operations	1,958,970	2,331,700	2,331,700	2,670,900
Interest expense	186,395	173,497	173,497	158,000
Cost Allocations	905,780	504,700	504,700	701,640
Other expenses	8,341	12,700	73,700	17,000
Capital Outlay	1,231,739	1,634,800	1,634,800	2,402,000
Debt Payment	376,061	659,722	659,722	674,000
TOTAL WATER FUND	5,844,024	6,548,169	6,609,169	7,885,540
SEWER FUND				
Personnel	588,384	612,900	612,900	601,000
Maintenance & Operations	70,821	126,600	126,600	159,000
Cost Allocations	384,790	296,900	296,900	264,815
Other expenses	5,808	10,200	21,200	14,000
Capital Outlay	-	200,000	250,000	-
TOTAL SEWER FUND	1,049,803	1,246,600	1,307,600	1,038,815
TOTAL UTILITIES DEPARTMENT	6,893,827	7,794,769	7,916,769	8,924,355
TRANSFERS OUT	\$ 709,026	\$ 211,000	\$ 2,011,000	\$ 361,868
GRAND TOTAL CITYWIDE APPROPRIATION	32,035,679	44,397,105	48,923,105	46,213,589



**CITYWIDE EXPENDITURES
BY FUND AND CATEGORY**

FUND	FY 2023-24 ACTUALS	FY 2024-2025 ADOPTED	FY 2024-2025 AMENDED	FY 2025-2026 ADOPTED
GENERAL FUND				
Personnel	10,034,570	10,748,000	10,948,000	11,163,000
Maintenance & Operations	4,939,422	5,740,400	6,264,400	6,166,000
Capital Outlay	-	-	-	900,000
Contingency	58,846	100,000	100,000	100,000
Other	371,637	582,800	582,800	850,848
TOTAL GENERAL FUND EXPENSES	15,404,475	17,171,200	17,895,200	19,179,848
SPECIAL REVENUE FUNDS:	-	-	-	-
ARPA				
Capital Outlay	644,608	1,297,605	1,297,605	360,000
Other	56,480	-	-	-
TOTAL ARPA	701,088	1,297,605	1,297,605	360,000
ASSESSMENTS				
Maintenance & Operations	115,460	135,200	135,200	177,000
Capital Outlay	187,375	73,500	73,500	174,000
TOTAL ASSESSMENTS	302,835	208,700	208,700	351,000
COPS FUND				
Personnel	58,788	125,800	173,700	102,000
Maintenance & Operations	60,890	69,100	69,100	71,000
TOTAL COPS	119,678	194,900	242,800	173,000
GAS TAX				
Personnel	174,617	195,850	195,850	204,000
Maintenance & Operations	63,670	61,500	61,500	67,000
Capital Outlay	10,944	68,700	68,700	144,000
TOTAL GAS TAX	249,231	326,050	326,050	415,000
MEASURE M				
Capital Outlay	132,165	214,000	214,000	439,000
TOTAL MEASURE M	132,165	214,000	214,000	439,000
MEASURE R				
Maintenance & Operations	19,000	0	-	-
Capital Outlay	320,000	189,000	189,000	369,000
TOTAL MEASURE R	339,000	189,000	189,000	369,000
RMRA				
Capital Outlay	39,957	286,000	286,000	509,000
TOTAL RMRA	39,957	286,000	286,000	509,000
PROP A				
Personnel	1,936	2,000	2,000	-
Maintenance & Operations	190,527	234,100	234,100	411,000
TOTAL PROP A	192,463	236,100	236,100	411,000
PROP C				
Maintenance & Operations	2,500	2,800	2,800	3,200
Capital Outlay	300,000	249,200	249,200	498,000
TOTAL PROP C	302,500	252,000	252,000	501,200
PSAF				
Personnel	107,053	153,800	105,900	98,000
TOTAL PSAF FUND	107,053	153,800	105,900	98,000
CAPITAL PROJECTS FUND				
Maintenance & Operations	74,122	50,000	50,000	-
Capital Outlay	375,481	333,200	333,200	273,268
TOTAL CAPITAL PROJECTS FUND	449,603	383,200	383,200	273,268
TARGETED STATE GRANTS-LIBRARY				
Capital Outlay	787,888	8,405,774	10,205,774	6,555,000
TOTAL TARGETED STATE GRANT FUND	787,888	8,405,774	10,205,774	6,555,000

**CITYWIDE EXPENDITURES
BY FUND AND CATEGORY**

FUND	FY 2023-24 ACTUALS	FY 2024-2025 ADOPTED	FY 2024-2025 AMENDED	FY 2025-2026 ADOPTED
OTHER SPECIAL REVENUE FUND				
Personnel	-	-	-	-
Maintenance & Operations	306,103	401,100	396,000	418,000
Capital Outlay	45,388	1,020,907	1,026,007	982,050
Debt	-	-	-	-
TOTAL OTHER SPECIAL REVENUE FUND	351,491	1,422,007	1,422,007	1,400,050
TOTAL SPECIAL REVENUE FUNDS EXPENSES	4,074,952	13,569,136	15,369,136	11,854,518
INTERNAL SERVICES-Admin				
Personnel	877,429	823,300	823,300	816,000
Maintenance & Operations	189,138	211,100	211,100	227,000
TOTAL INTERNAL SERVICES Admin	1,066,567	1,034,400	1,034,400	1,043,000
INTERNAL SERVICES-IT				
Personnel	398,855	397,750	397,750	480,000
Maintenance & Operations	568,570	737,300	737,300	818,000
Investment in Capital assets	51,895	164,000	164,000	130,000
TOTAL INTERNAL SERVICES- IT	1,019,320	1,299,050	1,299,050	1,428,000
INTERNAL SERVICES-Personnel and Risk MGMT				
Personnel	331,242	270,950	270,950	295,000
Maintenance & Operations	1,287,221	1,671,300	1,751,300	1,941,000
Other Expenses	5,203	-	-	-
TOTAL INTERNAL SERVICES- Personnel and Risk MGMT	1,623,666	1,942,250	2,022,250	2,236,000
INTERNAL SERVICES-Fleet				
Personnel	154,935	169,100	169,100	146,000
Maintenance & Operations	271,128	354,000	354,000	352,000
Investment in Capital assets	105,986	20,000	20,000	-
TOTAL INTERNAL SERVICES-Fleet	532,049	543,100	543,100	498,000
INTERNAL SERVICES-Facilities				
Personnel	101,875	100,700	100,700	94,000
Maintenance & Operations	507,836	604,000	604,000	492,000
Investment in Capital assets	102,087	127,500	127,500	102,000
TOTAL INTERNAL SERVICES-Facilities	711,798	832,200	832,200	688,000
INTERNAL SERVICES-Gen Plan Update				
Maintenance & Operations	-	-	-	-
TOTAL INTERNAL SERVICES-Gen Plan Update	-	-	-	-
TOTAL INTERNAL SERVICE FUNDS EXPENSES	4,953,400	5,651,000	5,731,000	5,893,000
ENTERPRISE FUNDS:				
WATER				
Personnel	1,176,738	1,231,050	1,231,050	\$1,262,000
Maintenance & Operations	1,958,970	2,331,700	2,331,700	\$2,670,900
Interest Expense	186,395	173,497	173,497	\$158,000
Cost allocations	905,780	504,700	504,700	\$701,640
Other expenses	8,341	12,700	73,700	\$17,000
Investment in Capital Assets	1,231,739	1,634,800	1,634,800	\$2,402,000
Principal Payment	376,061	659,722	659,722	\$674,000
TOTAL WATER FUND	5,844,024	6,548,169	6,609,169	7,885,540
SEWER				
Personnel	588,384	612,900	612,900	601,000
Maintenance & Operations	70,821	126,600	126,600	159,000
Cost allocations	384,790	296,900	296,900	264,815
Other expenses	5,808	10,200	21,200	14,000
Investment in Capital Assets	-	200,000	250,000	-
Principal Payment	-	-	-	-
TOTAL SEWER FUND	1,049,803	1,246,600	1,307,600	1,038,815
TOTAL ENTERPRISE FUNDS EXPENSES	11,847,227	13,445,769	13,647,769	14,817,355
TRANSFERS OUT	\$ 709,026	\$ 211,000	\$ 2,011,000	\$ 361,868
GRAND TOTAL CITYWIDE APPROPRIATION	32,035,679	44,397,105	48,923,105	46,213,589

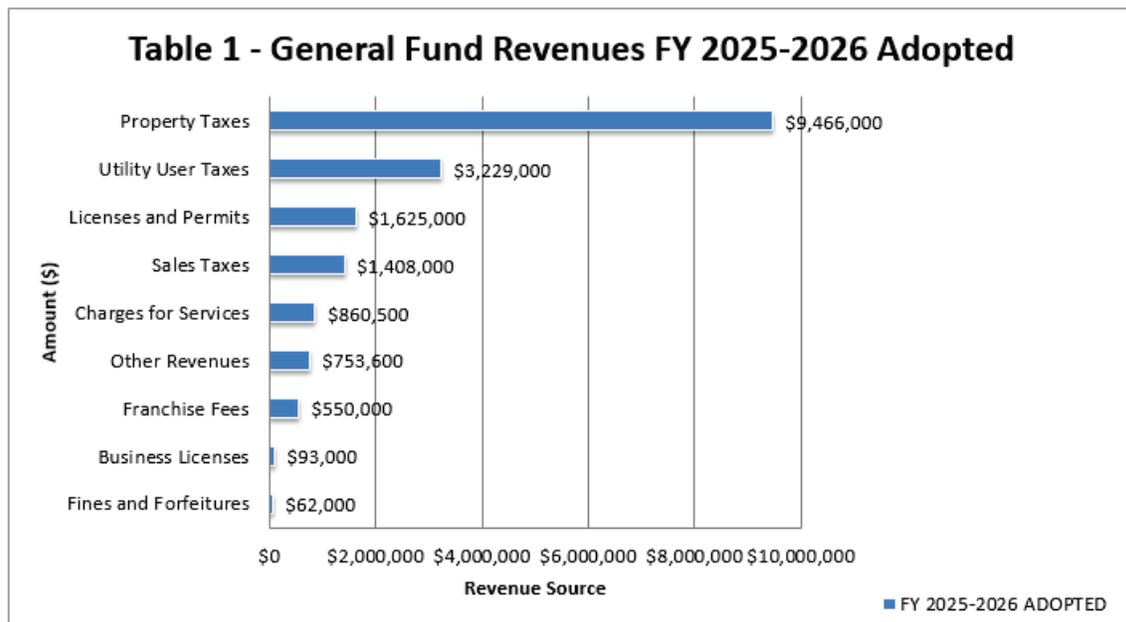


General Fund Overview Fiscal Year 2025–2026

The General Fund supports core City services and programs. For FY 2025–2026, total General Fund revenues are budgeted at \$18,047,100. Two primary sources—Property Taxes and Utility User Taxes (UUT)—account for approximately 70% of this total.

General Fund Revenues

The General Fund’s two largest revenue sources Property Taxes and Utility User Taxes (UUT) provide most operating revenue.



Property Taxes

Property Taxes are the City’s largest General Fund revenue source. For FY 2025–2026, Property Taxes are budgeted at \$9,466,000, which is about 52% of total General Fund revenues (\$18,047,100). Properties are assessed per Proposition 13, with annual increases capped at 2% unless there is a sale or major improvement. Proposition 57 continues to shift Motor Vehicle License Fee “VLF backfill” into property tax, growing with assessed valuation.

Utility User Taxes (UUT)

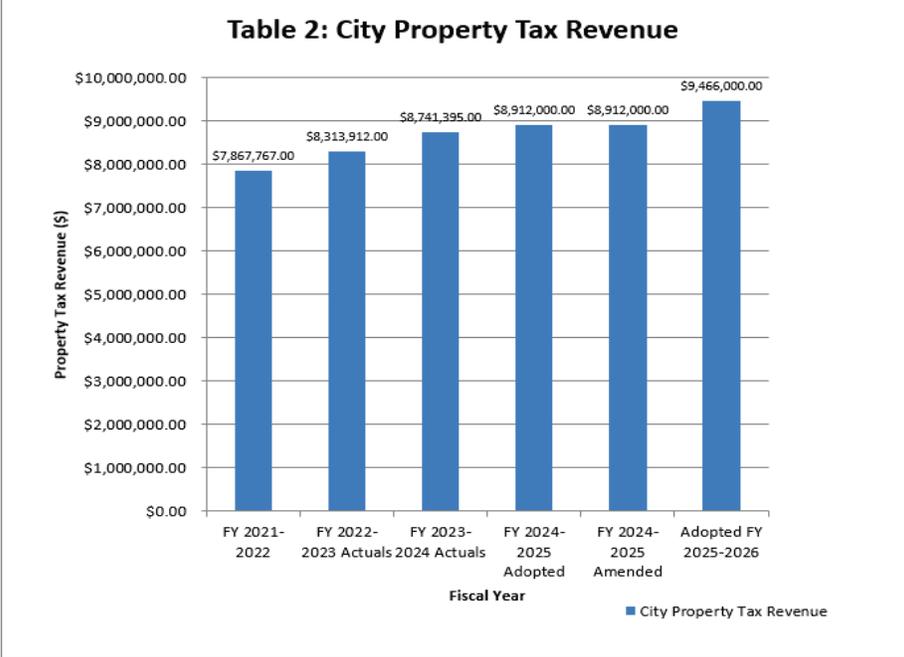
UUT is the second-largest source, historically about 18% of the General Fund (≈ \$3.23 million based on the FY 2025–2026 total). Projections reflect long-term trends; example FY 2022–2023 actuals spiked due to higher Southern California Edison electric rates.

Other Revenues

The remaining ~30% comes from additional FY 2025–2026 revenue:

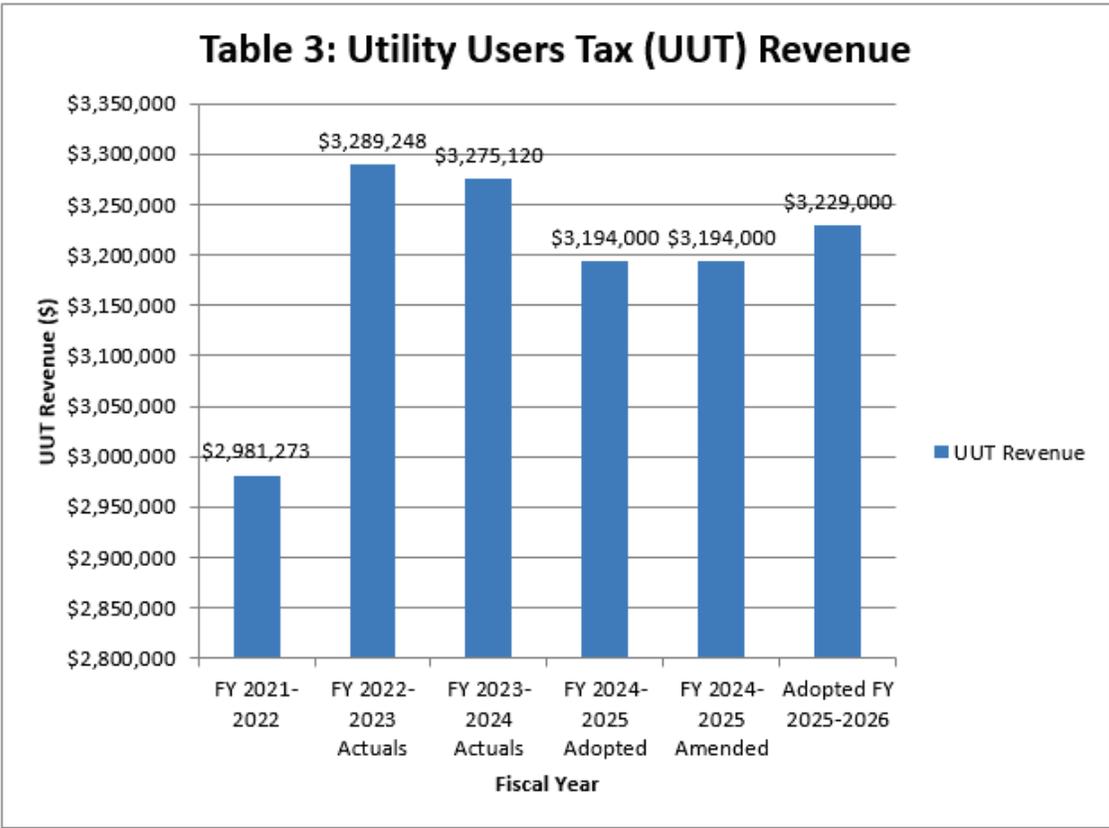
- Licenses and Permits: \$1,625,000
- Sales Taxes: \$1,408,000
- Charges for Services: \$860,500
- Other Revenues: \$753,600
- Franchise Fees: \$550,000
- Business Licenses: \$93,000
- Fines and Forfeitures: \$62,000

Property taxes collected from properties within the City of Sierra Madre are distributed among several public agencies. Under the one-percent Proposition 13 rate, the City’s General Fund receives approximately \$21.91 for every \$100 collected. The remaining portion is allocated as follows: approximately 54 percent to schools (Pasadena Unified School District and Pasadena Area Community College), 19 percent to special districts such as Los Angeles County Fire, Los Angeles County Library, and other service providers, and 17 percent to Los Angeles County general services. Property taxes are the City’s largest revenue source, and their stability is critical to funding essential municipal operations. As shown in Table 2, City property tax revenue has grown steadily, rising from \$7,867,767 in FY 2021–2022 to \$9,466,000 in the Adopted FY 2025–2026 budget. This growth reflects the annual inflationary adjustment allowed under Proposition 13, increases in home sale values, and the reversal of Proposition 8 reductions.



GENERAL FUND OVERVIEW

The Utility Users Tax is a general tax levied on the consumption of utility services within the City of Sierra Madre. It applies to services such as electricity, natural gas, water, telecommunications, and cable television. Utility providers collect the tax from customers and remit the revenues to the City. The UUT is a vital source of unrestricted General Fund revenue, supporting essential public services. For Fiscal Year 2025–2026, UUT revenue is budgeted at \$3,229,000, representing approximately 18 percent of total General Fund revenues. This reflects a projected 3 percent increase compared to the prior year, based on historical revenue trends and expected utility usage. As shown in Table 3, UUT revenue has fluctuated in recent years, influenced by market conditions and utility rate changes. FY 2022–2023 actual revenue was \$3,289,248, which was higher than trend projections due to a temporary spike in Southern California Edison electric rates. Revenues moderated in FY 2023–2024 and FY 2024–2025 but are expected to recover modestly in FY 2025–2026 in line with long-term patterns.



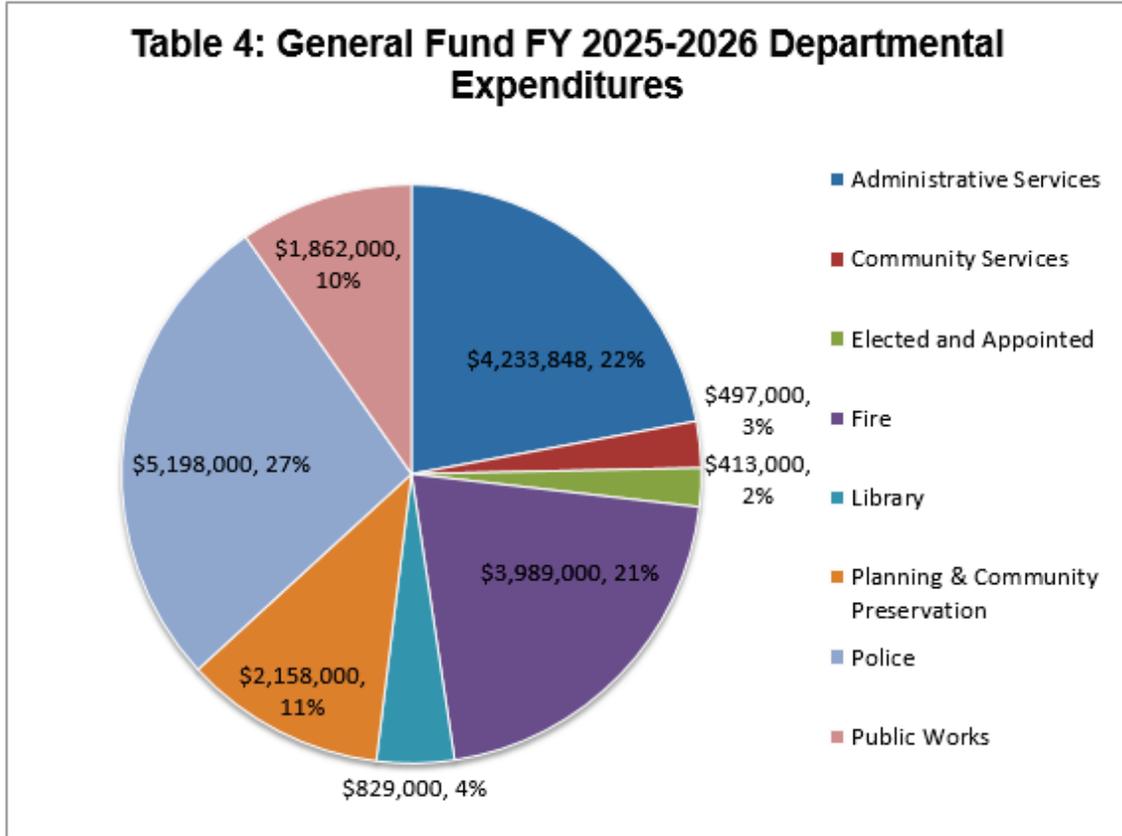
These combined revenue streams provide the financial base for public safety, planning, and community services described in the next section, ensuring that revenues and expenditures are considered together in the City’s financial plan

General Fund Expenditures

The City’s largest operating fund is the General Fund, which provides the resources necessary to sustain daily operations and deliver essential services to the community. Every department receives some level of support from the General Fund, either directly

GENERAL FUND OVERVIEW

through departmental budgets or indirectly through subsidies and cost allocations for shared services. Table 4 depicts the proportion of General Fund expenditures.



Public safety remains the largest spending category, accounting for about 48 percent of total General Fund expenditures. Police services total \$5,198,000 (≈27 percent) and Fire services total \$3,989,000 (≈21 percent). Other service areas include Planning & Community Preservation \$2,158,000 (≈11 percent), Public Works \$1,862,000 (≈10 percent), Community Services \$497,000 (≈3 percent), Library \$829,000 (≈4 percent), and Elected and Appointed offices \$413,000 (≈2 percent) and Administrative Services total \$4,233,848 (≈22 percent),

General Fund Expenditures by Category

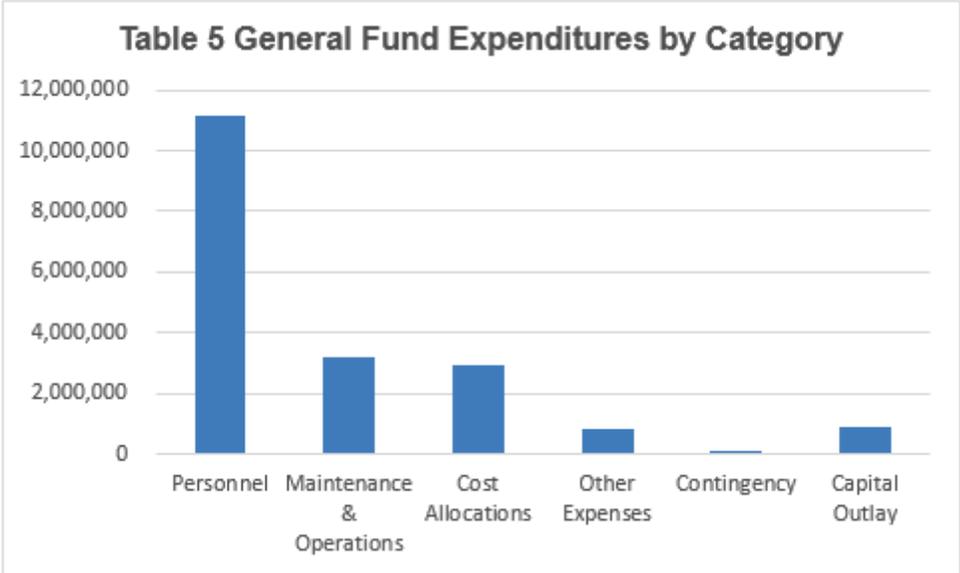
Personnel costs remain the largest share of General Fund spending, reflecting Sierra Madre's service-driven operations. Based on the FY 2025–2026 adopted budget of \$19,179,848, category allocations are as follows:

- Personnel – \$11,163,000 (≈58 %)
 - Pays for employee wages, benefits, and related staffing costs, underscoring the City's labor-intensive service delivery.
- Maintenance & Operations – \$3,210,000 (≈17 %)
 - Covers daily program delivery, facility upkeep, supplies, and routine operating expenses.

GENERAL FUND OVERVIEW

- **Cost Allocations – \$2,956,000 (≈15 %)**
Supports centralized internal services such as information technology, fleet and facilities maintenance, and risk management shared across all departments.
- **Other Expenses (CalPERS UAL) – \$850,848 (≈4 %)**
Represents the required and additional Unfunded Accrued Liability payments to CalPERS, part of the City’s ongoing pension-sustainability plan.
- **Capital Outlay – \$900,000 (≈5 %)**
Funds major one-time projects, including the Community Center elevator replacement and swimming-pool upgrades.
- **Contingency – \$100,000 (≈0.5 %)**
Provides a reserve for unforeseen costs during the fiscal year.

This distribution highlights stable, people-centered services, prudent funding of pension obligations, and targeted capital investments—together forming the City’s balanced approach to meeting community needs while maintaining long-term fiscal sustainability.



GENERAL FUND OVERVIEW

As shown in table 6 below, the General Fund is projected to end FY 2025/2026 with a <\$1.46M> imbalance.

Table 6 - General Fund Revenues and Expenditures - Comparative Summary of Actuals, Adopted and Amended by FY

	FY 2023 - 2024 ACTUALS	FY 2024 - 2025 ADOPTED	FY 2024 - 2025 AMENDED	FY 2025 - 2026 ADOPTED
REVENUES				
Property Taxes	\$ 8,741,395	\$ 8,912,000	\$ 8,912,000	\$ 9,466,000
Utility User Taxes	3,275,120	3,194,000	3,194,000	3,229,000
Franchise Fees	585,238	500,000	580,000	550,000
Sales Taxes	1,424,087	1,468,500	1,383,500	1,408,000
Business Licenses	265,393	120,000	80,000	93,000
Charges for Services	986,156	856,600	856,600	860,500
Fines and Forfeitures	80,127	60,000	60,000	62,000
Licenses and Permits	1,552,737	1,519,000	1,677,000	1,625,000
Other Revenues	1,806,328	586,000	696,000	753,600
TOTAL REVENUES	18,716,581	17,216,100	17,439,100	18,047,100
TRANSFERS IN	-	-	-	-
EXPENDITURES				
Administrative Services	\$ 2,952,969	\$ 3,436,750	\$ 3,469,750	\$ 3,283,000
Community Services	438,108	438,650	438,650	497,000
Elected and Appointed	386,705	581,550	636,550	413,000
Fire	3,438,944	3,764,900	3,993,900	3,989,000
Library	720,989	747,900	749,900	829,000
Planning & Community Preservation	1,600,931	1,601,100	1,831,100	2,158,000
Police	4,860,376	5,225,100	5,225,100	5,198,000
Public Works	574,970	692,450	867,450	1,862,000
CalPERS Unfunded Accrued Liability (UAL)	371,637	582,800	582,800	850,848
TOTAL EXPENDITURES	15,345,629	17,071,200	17,795,200	19,079,848
TRANSFERS OUT	684,026	186,000	\$1,986,000	336,868
CONTINGENCY	58,846	100,000	100,000	100,000
NET CHANGE IN FUND BALANCE	2,628,080	(141,100)	(2,442,100)	(1,469,616)

The projected imbalance for FY 2025–2026 reflects several converging cost pressures. Over recent years, personnel expenses have continued to rise driven by negotiated labor agreements, higher CalPERS pension contribution rates, and escalating health insurance costs. The City’s full transition from a volunteer to a full-time Fire Department adds to these ongoing commitments. Revenue growth has remained comparatively modest, with key sources limited by statutory caps or slower market trends. The City Council has authorized a one-time draw of \$900,000 (\$750,000 elevator replacement to meet ADA standards and \$150,000 to upgrade the swimming pool to expand community use) from General Fund Unassigned Reserves targeted to critical Community Center capital improvements.

Long-Term Projections

The City continues to scrutinize every budget line item and actively contain costs across all departments. Growth in personnel expenditures over recent years primarily reflects higher insurance premiums, increased CalPERS pension contribution rates, and labor agreements reached through bargaining unit negotiations.

Addressing the City's Structural Challenges

The City is committed to a proactive, multi-year approach to restoring structural balance. This includes:

- **Expenditure Control and Efficiency** – Continually review all programs and operations to identify cost avoidance, improve efficiency, and prioritize core services. This includes rigorous evaluation of staffing levels, overtime, and contractual services. In addition, the City will evaluate opportunities to use available net position in other funds such as Special Revenue or Internal Service funds when those sources are a more appropriate match for specific expenditures than the General Fund, thereby relieving pressure on unrestricted General Fund resources and strengthening long-term financial sustainability.
- **Revenue Optimization** – Completing a citywide User Fee Study to ensure cost recovery for services provided, evaluating potential adjustments to existing tax rates where permissible, and exploring new revenue sources consistent with community priorities.
- **Pension and Other Post-Employment Benefits (OPEB) Liability Management** – Continuing prepayments to the California Public Employees' Retirement System (CalPERS) and making scheduled contributions to the California Employers' Retiree Benefit Trust (CERBT) and the California Employers' Pension Prefunding Trust (CEPPT). These actions reduce long-term pension and retiree-health obligations and help mitigate future cost increases.
- **Capital Planning Discipline** – Ensuring that major capital projects, such as the Community Center elevator replacement and swimming pool upgrades, are funded in a way that balances urgent needs with the City's long-term financial capacity.

The City Council and staff will continue to work collaboratively to implement strategies that align expenditures with sustainable revenue sources, preserving essential services for the community while maintaining prudent reserves.

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City of Sierra Madre

Village of the Foothills



Department Budgets

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City of Sierra Madre

Village of the Foothills

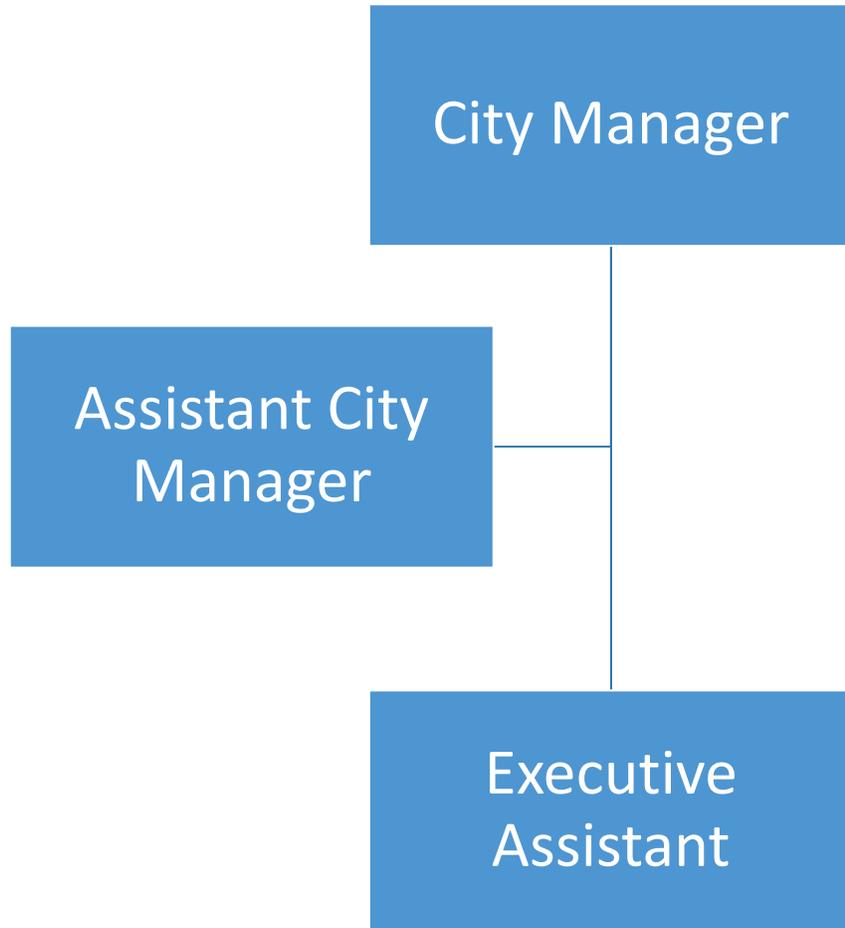


Administrative Services Department

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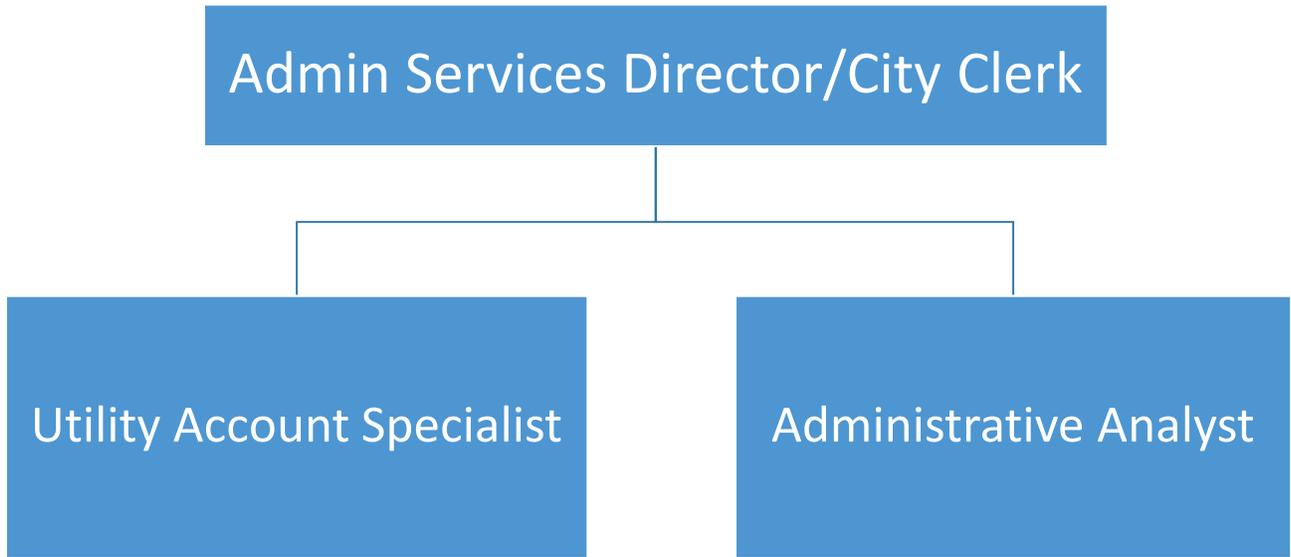
Management Services



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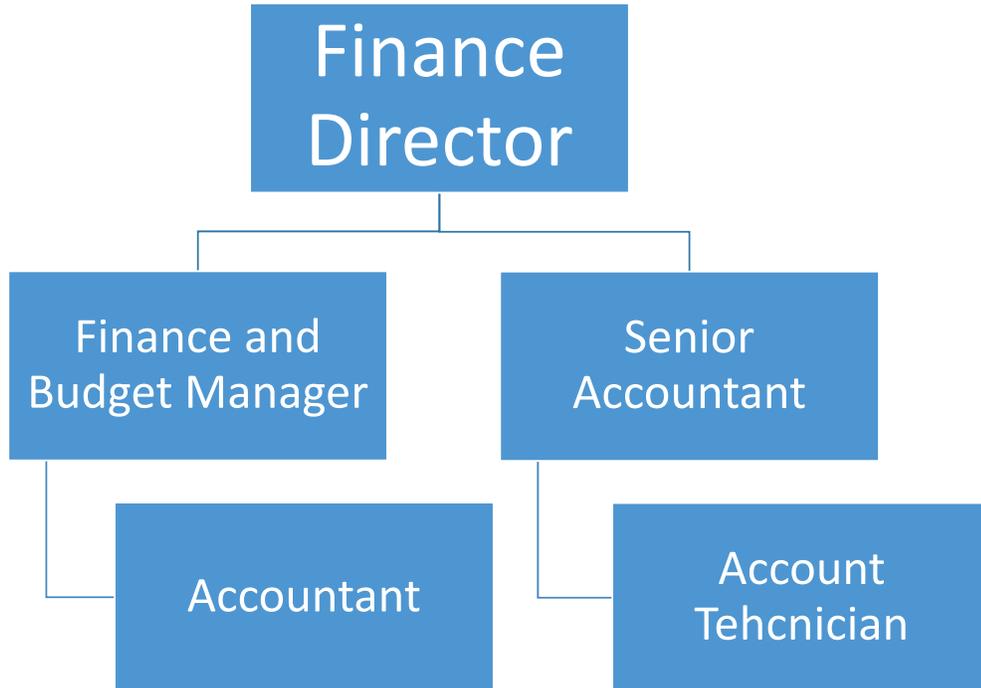
Administrative Services



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Financial Services



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ADMINISTRATIVE SERVICES DEPARTMENT

Purpose

The Administrative Services Department supports the City's Mission by facilitating open and accountable municipal operations and safeguarding the City's financial resources in a prudent, comprehensive manner. The department oversees the day-to-day business affairs of the City, ensuring compliance with fiscal policies and advancing the City's goals of transparency, efficiency, and long-term financial sustainability.

Administrative Services Mission

To facilitate open and accountable municipal operations and financial services, and to manage and safeguard the City's resources prudently and comprehensively.

Core Functions

- **Accounts Payable:** Process vendor invoices, schedule payments, and ensure timely disbursement of City obligations.
- **Accounts Receivable:** Generate and track invoices, collect payments, and reconcile incoming revenues for City services.
- **Asset Management:** Invest idle funds, manage cash flow, oversee fixed assets, collect accounts receivable, and maximize investment returns.
- **Budgeting:** Project revenues, prepare the annual budget, and monitor budget compliance.
- **Business Licensing:** Issue, renew, and audit business licenses.
- **CalPERS Contributions Management:** Administer employer and employee contributions to the *California Public Employees' Retirement System (CalPERS)*, ensuring accurate reporting and timely payments.
- **Debt Service Administration:** Manage the issuance, repayment, and compliance of City debt obligations, including administering the City's loan payable to the *San Gabriel Valley Municipal Water District* and overseeing semi-annual payments on the 2017 installment agreement debt service.
- **Financial Accounting and Reporting:** Record transactions, process invoices, and prepare financial reports.
- **General Administration:** Manage the City's main phone line, coordinate incoming and outgoing mail services, and provide centralized administrative support for City departments.
- **Internal Control Review:** Assess and strengthen the City's internal financial controls to safeguard assets, ensure accuracy of records, and promote accountability.

ADMINISTRATIVE SERVICES DEPARTMENT

- **Management Control Review:** Evaluate departmental operations, policies, and procedures to ensure efficiency, effectiveness, and adherence to City standards and strategic goals.
- **Payroll:** Prepare and distribute employee paychecks, maintain accurate payroll records, and ensure compliance with tax and labor laws.
- **Purchasing:** Procure goods and services in accordance with City policy and *Sierra Madre Municipal Code*, applying appropriate source selection, ensuring competitive bidding when required, managing requisitions, purchase orders, and Professional Services Agreements (PSAs), and maintaining ethical standards.
- **Tax and Assessment Administration:** Oversee the collection and distribution of local taxes and assessments from Los Angeles County into the correct revenue accounts in the City’s financial system.
- **Utility Billing:** Bill for City utilities (Water & Sewer), process payments, implement and maintain payment technologies (such as online portals and mobile payment systems), work proactively with customers to establish payment plans, monitor account delinquencies, and provide responsive, high-quality customer service.

Administrative Services Department Narrative – FY 2025–2026

The Administrative Services Department will advance the City of Sierra Madre’s mission in FY 2025–2026 by aligning its financial management, customer service, and transparency efforts with the City’s Strategic Plan. The following tables present the strategic actions the Department will undertake during FY 2025–2026 to achieve the adopted Goals and Objectives through the specific Initiatives and Projects identified in the Strategic Plan.

Strategic Plan Alignment – FY 2025–2026

Strategic Plan Alignment	Department Strategic Actions
Goal 1 – Organizational Sustainability Objective 1.2 – Fiscal Stability & Long-Range Planning Initiative 1.2.1 – Capital Improvement Program (CIP) and Reserve Policy Integration Initiative 1.2.2 – Long-Term Financial Planning and Forecasting Project 1.2.2A – Five-Year Forecast and Capital Project Affordability Updates	Create and maintain long-range financial plans, and establish key financial policies. This includes following Government Finance Officers Association (GFOA) best practices such as the Fund Balance Guidelines for the General Fund and regularly reviewing financial, capital-planning, and pension and Other Post-Employment Benefits (OPEB) funding policies. These updates will help ensure that capital and operating budgets, along with long-term pension and retiree health care obligations, remain affordable and sustainable well into the future.
Goal 1 – Organizational Sustainability Objective 1.5 – Modernize Utility Billing & Customer Service Initiative 1.5.1 – Diversify Payment Options; Improve Customer Self-Service Project 1.5.1A – Digital Wallets, Self-Service Kiosks, Paperless Adoption	Review and evaluate new utility bill payment options such as digital wallets, enhanced online portals, and self-service kiosks and develop a recommendation for solutions that could increase customer convenience, reduce wait times, and raise electronic payment participation.

ADMINISTRATIVE SERVICES DEPARTMENT

Strategic Plan Alignment	Department Strategic Actions
Goal 4 – Organizational Excellence Objective 4.3 – Public Transparency & Communication Initiative 4.3.1 – Produce Financial Transparency Reports, Open-Budget, Initiate Resident Engagement	Strengthen financial transparency by assessing the use of automated tools that could expand open-book and open-budget reporting to give the public and City departments’ easier, real-time access to City financial information.

Looking ahead, the FY 2025–2026 Adopted Budget provides the financial resources for the Administrative Services Department to undertake new and continuing projects. The following table presents these projects and the specific outcomes they are designed to achieve in support of the City’s Strategic Plan.

Projects and Desired Outcomes – FY 2025–2026

Strategic Plan Alignment	2025–2026 Projects & Desired Outcomes
Goal 1 – Organizational Sustainability Objective 1.2 – Fiscal Stability & Long-Range Planning Initiative 1.2.1 – Capital Improvement Program (CIP) and Reserve Policy Integration Initiative 1.2.2 – Long-Term Financial Planning and Forecasting Project 1.2.2A – Five-Year Forecast and Capital Project Affordability Updates	Develop and maintain a comprehensive five-year financial forecast to guide capital investment and integrate reserve policy with capital project affordability updates.
Goal 1 – Organizational Sustainability Objective 1.5 – Modernize Utility Billing & Customer Service Initiative 1.5.1 – Diversify Payment Options; Improve Customer Self-Service Project 1.5.1A – Digital Wallets, Self-Service Kiosks, Paperless Adoption	Evaluate and implement modernized payment options including digital wallets, online portals, and self-service kiosks to increase customer satisfaction and streamline revenue collection.
Goal 4 – Organizational Excellence Objective 4.3 – Public Transparency & Communication Initiative 4.3.1 – Produce Financial Transparency Reports, Open-Budget, Initiate Resident Engagement	Advance financial transparency by assessing and recommending the use of automated forecasting tools to expand open-budget and resident-engagement reporting to give residents timely, easy-to-understand access to City financial information.

To ensure accountability and to evaluate the impact of its work, the Administrative Services Department uses clearly defined performance measures. These indicators demonstrate how the Department will track both the efforts it expends and the accomplishments it achieves.

ADMINISTRATIVE SERVICES DEPARTMENT

Performance Measures – FY 2025–2026

Performance Measure	Category	Linked Strategic Plan Alignment	Actual FY 2023–2024	Projected FY 2024–2025	Target FY 2025–2026
Utility Bills Processed	Output	Goal 1 – Organizational Sustainability Objective 1.5 – Modernize Utility Billing & Customer Service Initiative 1.5.1 – Diversify Payment Options; Improve Customer Self-Service Project 1.5.1A – Digital Wallets, Self-Service Kiosks, Paperless Adoption	45,702	45,665	45,700
Cash Register Transactions	Output	Goal 1 – Organizational Sustainability Objective 1.5 – Modernize Utility Billing & Customer Service Initiative 1.5.1 – Diversify Payment Options; Improve Customer Self-Service Project 1.5.1A – Digital Wallets, Self-Service Kiosks, Paperless Adoption	22,681	21,748	20,000
Checks Issued	Output	Goal 1 – Organizational Sustainability Objective 1.2 – Fiscal Stability & Long-Range	2,424	2,369	2,300

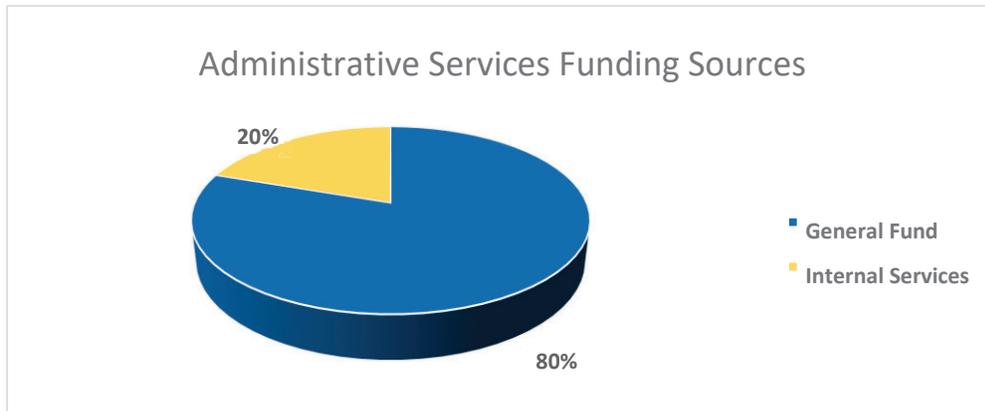
ADMINISTRATIVE SERVICES DEPARTMENT

Performance Measure	Category	Linked Strategic Plan Alignment	Actual FY 2023–2024	Projected FY 2024–2025	Target FY 2025–2026
		Planning Initiative 1.2.1 – Capital Improvement Program (CIP) and Reserve Policy Integration Initiative 1.2.2 – Long-Term Financial Planning and Forecasting Project 1.2.2A – Five-Year Forecast and Capital Project Affordability Updates			

ADMINISTRATIVE SERVICES DEPARTMENT

EXPENDITURE CATEGORY	FY 2023-24 ACTUALS	FY 2024-2025 ADOPTED	FY 2024-2025 AMENDED	FY 2025-2026 ADOPTED
ADMINISTRATIVE SERVICES				
Personnel	1,098,975	1,092,500	1,092,500	1,028,000
Maintenance & Operations	223,123	289,100	322,100	342,000
Cost Allocations	2,697,439	3,089,550	3,089,550	2,956,000
Other Expenses	371,637	582,800	582,800	850,848
Contingency	58,846	100,000	100,000	100,000
TOTAL ADMINISTRATIVE SERVICES DEPARTMENT	4,450,019	5,153,950	5,186,950	5,276,848

FUND TYPE	FY 2023-24 ACTUALS	FY 2024-2025 ADOPTED	FY 2024-2025 AMENDED	FY 2025-2026 ADOPTED
GENERAL FUND				
Personnel	221,546	269,200	269,200	212,000
Maintenance & Operations	33,985	78,000	111,000	115,000
Cost Allocations	2,697,439	3,089,550	3,089,550	2,956,000
Other Expenses	371,637	582,800	582,800	850,848
Contingency	58,846	100,000	100,000	100,000
TOTAL GENERAL FUND	3,383,452	4,119,550	4,152,550	4,233,848
INTERNAL SERVICES FUND-ADMIN				
Personnel	877,429	823,300	823,300	816,000
Maintenance & Operations	189,138	211,100	211,100	227,000
Total ISF-ADMIN	1,066,567	1,034,400	1,034,400	1,043,000
TOTAL ADMINISTRATIVE SERVICES DEPARTMENT	4,450,019	5,153,950	5,186,950	5,276,848



City of Sierra Madre

Village of the Foothills

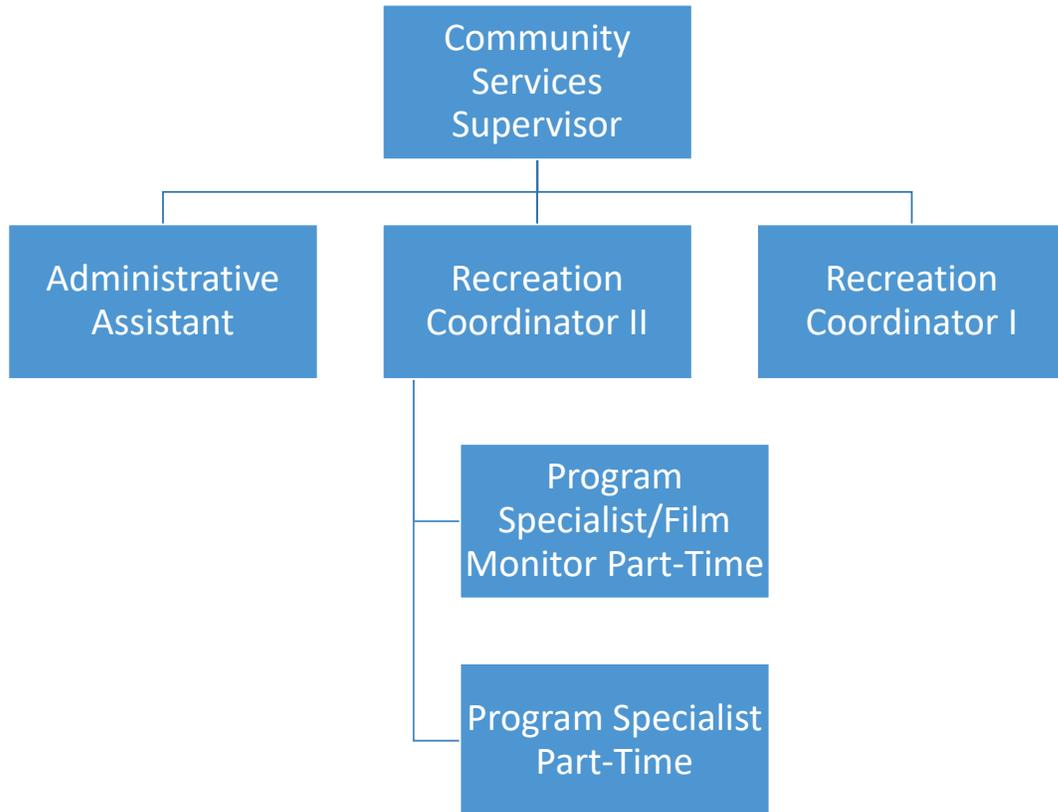


Community Services Department

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Community Services



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Department Overview

The Community Services Department works as a collaborative thriving workforce to... *“Create A Healthier Community Through People, Parks, Programs”* ...and so it inherits the goal of providing positive experiences and opportunities to the community for engagement, recreation, personal growth, cultural & physical enrichment, and essential hands-on learning activities.

The Department operates under the direction of the Community Services Supervisor, but not without the Community Services Team which consists of four full-time (including Community Services Supervisor) and one part-time, providing administrative and operational support for senior center programming, filming and community events.

Community Services oversees the lease agreement with the Sierra Madre Pasadena Young Men's Christian Association (YMCA) pertaining to the City's Community Recreation. The Department also serves as a partner with the City's three youth sports leagues, including Sierra Madre Little League, Sierra Madre Girls Softball Association, and the Pony Colt League.

Additionally, residents are provided access to programs focusing on the values of recreation, including positive alternatives for children and youth to reduce crime and mischief especially during non-school hours; it increases social connections while promoting access to outdoor spaces for children and adults, learning through play and being active; it promotes arts, culture, and fosters interactive therapy through crafts, exercise, and multi-generational group activities; and offers parks as a form of serenity and the inspiration of nature and outdoor spaces by preserving natural and cultural resources in our community.

Board/ Committee Liaisons

The Department serves as liaison to the:

- Community Services Commission
- Senior Community Commission
- Special Events Committees
- Assigned Park Projects

Community Services Mission Statement

The Mission of the Sierra Madre Community Services Department is to provide safe facilities, quality services, and programs that are affordable, open, and friendly to enrich the overall quality of life for all visitors and residents.

Community Services Department Narrative – FY 2025–2026

The Community Services Department sets its course each year by aligning programs and activities with the City of Sierra Madre's Strategic Plan. The following tables present the strategic actions the Department will undertake during FY 2025–2026 to achieve the City's adopted Goals and Objectives through the specific Initiatives and Projects identified in the Strategic Plan.

Strategic Plan Alignment – FY 2025–2026

Strategic Plan Alignment	Department Strategic Actions
Goal 1 – Organizational Sustainability / Community Character & Quality of Life Objective 1.4 – Promote Lifelong Learning & Enrichment Opportunities Initiative 1.4.2 – Enhance Recreation, Parks & Community Services Programming	Standardize branding; launch and expand events; expand senior wellness and arts programs; conduct Community Garden workshops and relocation feasibility; expand outreach; update Field Use Agreements and MOUs.
Goal 2 – Public Safety Objective 2.4 – Safe Streets Initiative Initiative 2.4.2 – Active-Transportation Education and Events Using UC Berkeley SafeTREC Data	Partner with Active San Gabriel Valley (ActiveSGV) to host the Community Bike Ride & Wellness Fair.
Goal 3 – Infrastructure & Growth Management Objective 3.4 – Parks, Trails & Open Space Initiative 3.4.1 – Parks and Facilities Improvements Project 3.4.1A – Parks & Facilities Master Plan update; LA County Measure A (“Safe, Clean Neighborhood Parks & Beaches” parcel-tax) projects	Implement parks and recreation facility improvements; finalize Parks & Facilities and Youth Master Plans; apply Measure A funds to targeted projects.

The next table highlights key accomplishments for FY 2024–2025, showing how the Community Services Department fulfilled its strategic intentions and delivered meaningful outcomes for the Sierra Madre community.

2024–2025 Accomplishments

Strategic Plan Alignment	2024–2025 Accomplishments
Goal 1 – Organizational Sustainability / Community Character & Quality of Life Objective 1.4 – Promote Lifelong Learning & Enrichment Opportunities Initiative 1.4.2 – Enhance Recreation, Parks & Community Services Programming	Standardized branding; launched new events; increased participation in Mount Wilson Trail Race, July 3–4 festivities, and Halloween Happenings; expanded senior programming; continued Community Garden workshops and relocation feasibility; updated Field Use Agreements and MOUs.
Goal 2 – Public Safety Objective 2.4 – Safe Streets Initiative Initiative 2.4.2 – Active-Transportation Education and Events Using UC Berkeley SafeTREC Data	Continued partnership with ActiveSGV to host the Community Bike Ride & Wellness Fair.
Goal 3 – Infrastructure & Growth Management Objective 3.4 – Parks, Trails & Open Space Initiative 3.4.1 – Parks and Facilities Improvements	Converted Sierra Vista tennis courts to pickleball using Measure A funding; updated and submitted Parks Inventory and Annual Status Reports to RPOSD; advanced planning by updating Parks & Facilities Master Plan and initiating the

COMMUNITY SERVICES DEPARTMENT

Strategic Plan Alignment	2024–2025 Accomplishments
Project 3.4.1A – Parks & Facilities Master Plan update; LA County Measure A (“Safe, Clean Neighborhood Parks & Beaches” parcel-tax) projects	Youth Master Plan; maintained RPOSD Good Standing.

Looking ahead, the FY 2025–2026 Adopted Budget provides the financial resources for the Community Services Department to undertake new and continuing projects. The following table presents these projects and the specific outcomes they are designed to achieve in support of the City’s Strategic Plan.

Projects and Desired Outcomes – FY 2025–2026

Strategic Plan Alignment	2025–2026 Projects & Desired Outcomes
Goal 1 – Organizational Sustainability / Community Character & Quality of Life Objective 1.4 – Promote Lifelong Learning & Enrichment Opportunities Initiative 1.4.2 – Enhance Recreation, Parks & Community Services Programming	Expand Hart Park House facility space; increase event sponsorship revenue by 10 percent; develop new programs for baby boomers, active seniors, and older adults.
Goal 2 – Public Safety Objective 2.4 – Safe Streets Initiative Initiative 2.4.2 – Active-Transportation Education and Events Using UC Berkeley SafeTREC Data	Expand partnerships and participation in the Community Bike Ride & Wellness Fair.
Goal 3 – Infrastructure & Growth Management Objective 3.4 – Parks, Trails & Open Space Initiative 3.4.1 – Parks and Facilities Improvements Project 3.4.1A – Parks & Facilities Master Plan update; LA County Measure A (“Safe, Clean Neighborhood Parks & Beaches” parcel-tax) projects	Finalize Parks & Facilities Master Plan and launch Youth Master Plan; use Measure A funds for targeted facility improvements.

To ensure accountability and to evaluate the impact of its work, the Community Services Department uses clearly defined performance measures. These indicators demonstrate how the Department will track both the efforts it expends and the accomplishments it achieves.

Performance Measures – FY 2025–2026

Performance Measure	Category	Linked Strategic Plan Alignment	Actual FY 2022–2023	Projected FY 2023–2024	Projected FY 2024–2025	Target FY 2025–2026
Park Programs Presented	Output	Goal 1 – Organizational Sustainability / Community Character &	25	28	30	32

COMMUNITY SERVICES DEPARTMENT

Performance Measure	Category	Linked Strategic Plan Alignment	Actual FY 2022–2023	Projected FY 2023–2024	Projected FY 2024–2025	Target FY 2025–2026
		Quality of Life Objective 1.4 – Promote Lifelong Learning & Enrichment Opportunities Initiative 1.4.2 – Enhance Recreation, Parks & Community Services Programming				
Park Programs Attendance	Outcome	Goal 1 – Organizational Sustainability / Community Character & Quality of Life Objective 1.4 – Promote Lifelong Learning & Enrichment Opportunities Initiative 1.4.2 – Enhance Recreation, Parks & Community Services Programming	12,000–15,000	14,000–16,000	15,000–17,000	16,000–18,000
Senior Class Attendance	Outcome	Goal 1 – Organizational Sustainability / Community Character & Quality of Life Objective 1.4 – Promote Lifelong Learning & Enrichment Opportunities Initiative 1.4.2 – Enhance Recreation, Parks & Community Services Programming	4,000	5,000	6,000	6,500

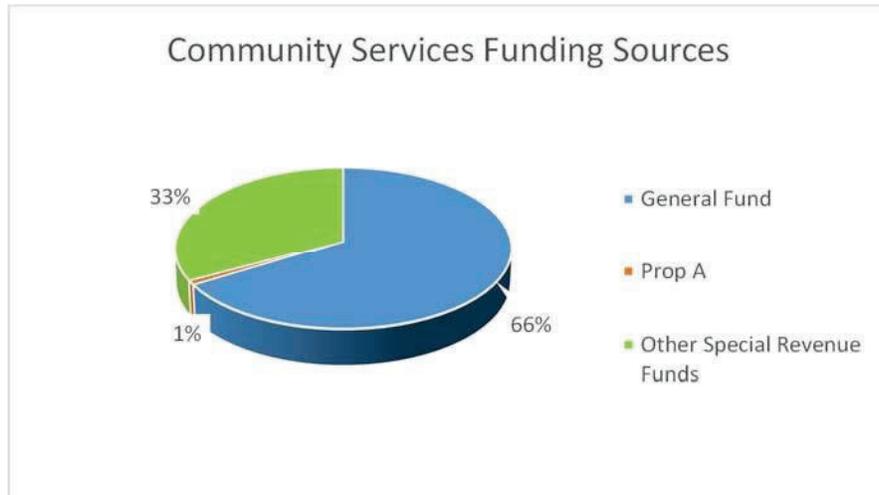
COMMUNITY SERVICES DEPARTMENT

Performance Measure	Category	Linked Strategic Plan Alignment	Actual FY 2022–2023	Projected FY 2023–2024	Projected FY 2024–2025	Target FY 2025–2026
Senior Lunches Served	Output	Goal 1 – Organizational Sustainability / Community Character & Quality of Life Objective 1.4 – Promote Lifelong Learning & Enrichment Opportunities Initiative 1.4.2 – Enhance Recreation, Parks & Community Services Programming	N/A	1,000	1,000	1,200

COMMUNITY SERVICES DEPARTMENT

EXPENDITURE CATEGORY	FY 2023-24 ACTUALS	FY 2024-2025 ADOPTED	FY 2024-2025 AMENDED	FY 2025-2026 ADOPTED
COMMUNITY SERVICES				
Personnel	363,805	359,950	359,950	397,000
Maintenance & Operations	102,514	104,800	104,800	128,000
Capital Outlay	11,078	179,800	179,800	225,600
TOTAL COMMUNITY SERVICES DEPARTMENT	477,397	644,550	644,550	750,600

FUND TYPE	FY 2023-24 ACTUALS	FY 2024-2025 ADOPTED	FY 2024-2025 AMENDED	FY 2025-2026 ADOPTED
GENERAL FUND				
Personnel	363,805	359,950	359,950	397,000
Maintenance & Operations	74,303	78,700	78,700	100,000
TOTAL GENERAL FUND	438,108	438,650	438,650	497,000
PROP A FUND				
Maintenance & Operations	3,447	5,100	5,100	7,000
TOTAL PROP A FUND	3,447	5,100	5,100	7,000
OTHER SPECIAL REVENUE FUND				
Maintenance & Operations	24,764	21,000	21,000	21,000
Capital Outlay	11,078	179,800	179,800	225,600
TOTAL OTHER SPECIAL REVENUE FUND	35,842	200,800	200,800	246,600
TOTAL COMMUNITY SERVICES DEPARTMENT	477,397	644,550	644,550	750,600



City of Sierra Madre, California

Village of the Foothills



Elected and Appointed Department

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Department Overview

The Elected and Appointed department is responsible for the programs and activities of the City of Sierra Madre City Council and the City Treasurer.

The City Council also appoints the City Attorney and City Manager. Both positions serve at the will of the City Council. The City Attorney's budget is included in the Elected and Appointed Officials Departments. The City Manager's budget is included in the Administrative Services section of this document.

Elected Officials

City Council

The Sierra Madre City Council serves as the legislative body of city government, responsible for setting city policy, adopting ordinances and resolutions, approving the annual budget, and establishing the City's strategic goals. The Council appoints the City Manager, City Attorney, and members of the City's boards and commissions.

The Council is comprised of five members elected at-large to four-year terms. Regular elections are held every two years; the most recent election was in November 2024, and the next is scheduled for November 2026. Each December, the Council selects one of its members to serve as Mayor and another as Mayor Pro Tempore for the year. Election costs are budgeted in the City Clerk's Office.

City Treasurer

The City Treasurer is an elected official serving a four-year term, with the most recent election held in November 2024 and the next scheduled for November 2028. The Treasurer is responsible for developing the City's investment policy, ensuring compliance with that policy, and providing quarterly reports on cash and investment activity to the City Council.

Appointed Officials

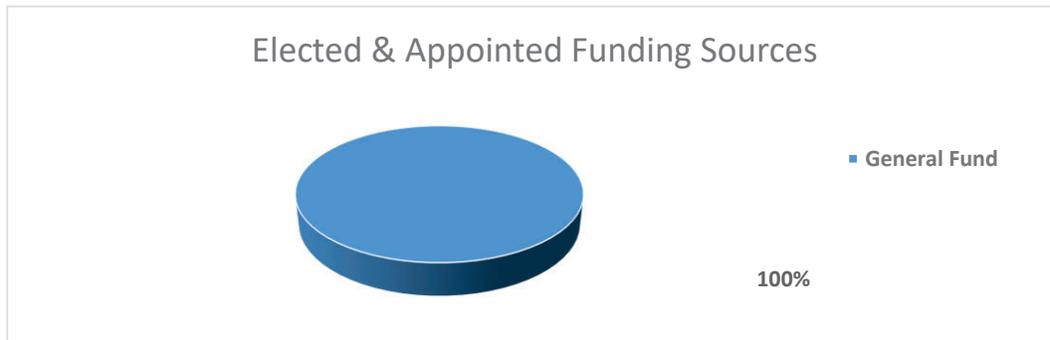
City Attorney

The City Attorney is appointed by and serves at the pleasure of the City Council. The City Attorney provides legal advice to the Council and City staff, ensures the Municipal Code is current and accurately reflects City policies, and coordinates any additional contract legal services required by the City.

ELECTED AND APPOINTED DEPARTMENT

EXPENDITURE CATEGORY	FY 2023-24 ACTUALS	FY 2024-2025 ADOPTED	FY 2024-2025 AMENDED	FY 2025-2026 ADOPTED
ELECTED AND APPOINTED				
Personnel	191,003	176,200	176,200	203,000
Maintenance & Operations	195,702	405,350	460,350	210,000
TOTAL ELECTED AND APPOINTED DEPARTMENT	386,705	581,550	636,550	413,000

FUND TYPE	FY 2023-24 ACTUALS	FY 2024-2025 ADOPTED	FY 2024-2025 AMENDED	FY 2025-2026 ADOPTED
GENERAL FUND				
Personnel	191,003	176,200	176,200	203,000
Maintenance & Operations	195,702	405,350	460,350	210,000
TOTAL GENERAL FUND	386,705	581,550	636,550	413,000
TOTAL ELECTED AND APPOINTED DEPARTMENT	386,705	581,550	636,550	413,000



City of Sierra Madre

Village of the Foothills

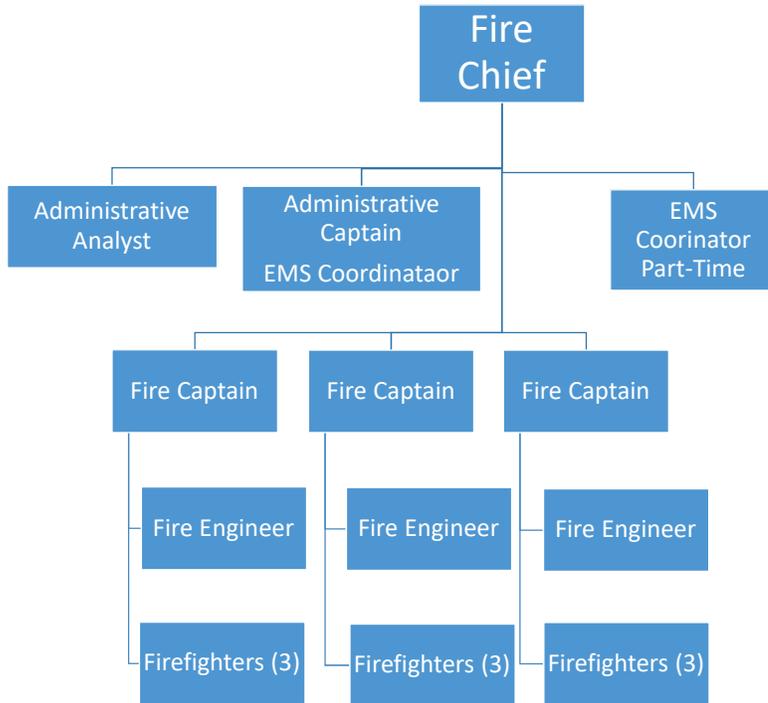


Fire Department

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Fire Services



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Department Overview

The Sierra Madre Fire Department (SMFD), consisting of eighteen full-time personnel, three administrative, and fifteen operational, proudly protect those residing, working and visiting the City. The Department services a primarily residential area of 3.2 square miles, with a wildland/urban interface, to more than 11,000 residents. The Department is divided into 5 divisions: Administration, Operations, Emergency Medical Services, Training, and Prevention.

Fire Department personnel are committed to protecting life, property, and the environment through compassionate service concerning fire prevention, fire suppression, emergency medical services, technical rescue, hazardous materials mitigation, disaster response, public education, and community service.

As well as providing service to local and neighboring communities, the Fire Department also provides mutual aid to wildland fires throughout California.

Fire Department Mission Statement, Vision Statement, and Core Values

Mission Statement

The Sierra Madre Fire Department is committed to protecting life, property, and our environment through compassionate service.

Vision Statement

The Sierra Madre Fire Department is dedicated to remaining a progressive, cost-effective, and innovative fire department that ensures a safe and inclusive environment for our community through exceptional customer service.

Core Values

Honor – adhering to the highest standard, both morally and ethically.

Integrity – based on trust and accountability through service.

Respect – to self and community, maintaining a department of teamwork and growth.

Compassion – treating everyone with kindness and empathy.

Fire Department Narrative – FY 2025–2026

The Fire Department aligns its programs and activities each year with the City of Sierra Madre’s Strategic Plan. This section provides an integrated view of the Department’s Strategic Plan actions and accomplishments for FY 2024–2025, followed by projects and performance measures planned for FY 2025–2026.

Accomplishments for FY 2024/2025 – Linked to Strategic Plan Alignment

The following table highlights key accomplishment(s) from FY 2024–2025 and the specific Strategic Plan actions the Fire Department advanced.

FIRE SERVICES DEPARTMENT

Strategic Plan Alignment	Department Strategic Action (FY 2024–2025)	FY 2024–2025 Accomplishment(s)
<p>Goal 2 – Public Safety (PS) Objective 2.1 – Sustaining Sierra Madre’s Fire Services Initiative 2.1.1 – Fire services sustainment</p>	<p>Analyzed mission-critical tasks across all divisions/functions; reviewed the Fire Department Master Plan and recommended strategies to achieve industry-comparable salaries and benefits; evaluated the need for a part-time Emergency Operations Center (EOC) Coordinator.</p>	<p>Provided workforce analysis to inform staffing and compensation planning, and prepared updated recommendations for the City Manager.</p>
<p>Goal 2 – Public Safety (PS) Objective 2.1 – Sustaining Sierra Madre’s Fire Services Initiative 2.1.1 – Fire services sustainment</p>	<p>Maintained paramedic licensure levels and delivered all required State and Federal training.</p>	<p>Kept paramedic licensure at approximately 85% and ensured all personnel met mandatory training standards.</p>
<p>Goal 2 – Public Safety (PS) Objective 2.1 – Sustaining Sierra Madre’s Fire Services Initiative 2.1.1 – Fire services sustainment</p>	<p>Developed and submitted recommendations to address equipment needs to the City Manager.</p>	<p>Maintained operational readiness by identifying and planning for necessary equipment upgrades.</p>
<p>Goal 2 – Public Safety (PS) Objective 2.1 – Sustaining Sierra Madre’s Fire Services Initiative 2.1.1 – Fire services sustainment</p>	<p>Assess critical tasks required for attaining fire services sustainment..</p>	<p>Conducted a comprehensive analysis of mission-critical tasks across all divisions to guide staffing and resource needs.</p>
<p>Goal 2 – Public Safety (PS) Objective 2.1 – Sustaining Sierra Madre’s Fire Services Initiative 2.1.1 – Fire services sustainment</p>	<p>Assess critical resources for attaining fire services sustainment.</p>	<p>Incorporated findings from operational analyses into budget planning, including part-time EOC Coordinator recommendations.</p>
<p>Goal 2 – Public Safety (PS) Objective 2.1 – Sustaining Sierra Madre’s Fire Services</p>	<p>Analyze and assess Fire Department Master Plan and advise the City Manager on strategies to</p>	<p>Reviewed the Fire Department Master Plan and advised the City Manager on strategies to</p>

FIRE SERVICES DEPARTMENT

Strategic Plan Alignment	Department Strategic Action (FY 2024–2025)	FY 2024–2025 Accomplishment(s)
Initiative 2.1.1 – Fire services sustainment	achieve competitive salaries and benefits.	achieve competitive salaries and benefits.
Goal 2 – Public Safety (PS) Objective 2.1 – Sustaining Sierra Madre’s Fire Services Initiative 2.1.1 – Fire services sustainment	Strategically source State and Federal training to personnel.	Delivered all required State and Federal training to personnel, maintaining compliance and readiness.
Goal 2 – Public Safety (PS) Objective 2.1 – Sustaining Sierra Madre’s Fire Services Initiative 2.1.1 – Fire services sustainment	Establish paramedic licensure target of staff.	Developed and maintained a strategy to sustain at least 85 % paramedic licensure among staff.
Goal 2 – Public Safety (PS) Objective 2.1 – Sustaining Sierra Madre’s Fire Services Initiative 2.1.1 – Fire services sustainment	Assess and recommend strategies to City leadership to achieve optimal readiness.	Identified equipment needs and recommended strategies to City leadership to achieve optimal readiness.
Goal 2 – Public Safety (PS) Objective 2.5 – Enhance Emergency Preparedness and Response Initiative 2.5.1 – Enhance Critical Technology and Data Resilience	Conducted assessments of fire-station power redundancy and communications resilience.	Completed initial evaluation of backup power capacity and critical communications needs for all fire facilities.

Looking ahead, the FY 2025–2026 Adopted Budget provides the financial resources for the Fire Department to undertake new and continuing projects. The following table presents these projects and the specific outcomes they are designed to achieve in support of the City’s Strategic Plan.

Projects and Desired Outcomes for FY 2025–2026

Strategic Plan Alignment	2025–2026 Project	Desired Outcome
Goal 2 – Public Safety (PS) Objective 2.1 – Sustaining Sierra Madre’s Fire Services Initiative 2.1.1 – Fire services sustainment Project 2.1.1A – Expand	Expand paramedic subscription program by 50%	Increase community participation in paramedic services to enhance emergency medical response and revenue stability.

FIRE SERVICES DEPARTMENT

Strategic Plan Alignment	2025–2026 Project	Desired Outcome
paramedic subscription program by 50%		
Goal 2 – Public Safety (PS) Objective 2.1 – Sustaining Sierra Madre’s Fire Services Initiative 2.1.1 – Fire services sustainment Project 2.1.1B – Increase share of eligible Fire costs recovered through fees by +25 percentage points (cost-of-service basis)	Increase share of eligible Fire costs recovered through fees by +25 percentage points (cost-of-service basis)	Improve cost recovery and long-term financial sustainability of fire services.
Goal 2 – Public Safety (PS) Objective 2.1 – Sustaining Sierra Madre’s Fire Services Initiative 2.1.1 – Fire services sustainment Project 2.1.1C – Achieve membership/participation in California Governor’s Office of Emergency Services (Cal OES) Urban Search & Rescue (US&R) California Regional Task Force CA-RTF-4 with two deployable members	Achieve membership/participation in Cal OES Urban Search & Rescue California Regional Task Force CA-RTF-4 with two deployable members	Enhance disaster response capabilities by participating in statewide Urban Search & Rescue operations.
Goal 2 – Public Safety (PS) Objective 2.1 – Sustaining Sierra Madre’s Fire Services Initiative 2.1.1 – Fire services sustainment Project 2.1.1D – Secure alternate funding equal to 5% of the department budget	Secure alternate funding equal to 5% of the department budget	Diversify revenue sources to ensure stable funding for fire services.
Goal 2 – Public Safety (PS) Objective 2.1 – Sustaining Sierra Madre’s Fire Services Initiative 2.1.1 – Fire services sustainment	Expand public education and outreach programs by 10%	Increase public awareness and preparedness for fire safety and emergency response.

FIRE SERVICES DEPARTMENT

Strategic Plan Alignment	2025–2026 Project	Desired Outcome
Project 2.1.1E – Expand public education and outreach programs by 10%		
Goal 2 – Public Safety (PS) Objective 2.1 – Sustaining Sierra Madre’s Fire Services Initiative 2.1.1 – Fire services sustainment Project 2.1.1F – Maintain 100% current pre-fire plans	Maintain 100% current pre-fire plans	Ensure all pre-fire plans remain current to improve operational readiness and incident response efficiency.
Goal 2 – Public Safety (PS) Objective 2.5 – Enhance Emergency Preparedness and Response Initiative 2.5.1 – Enhance Critical Technology and Data Resilience	Install redundant communications and backup power systems at all fire facilities.	Ensure uninterrupted fire and EMS operations and secure incident data during major emergencies or power outages.

To ensure accountability and evaluate the impact of its work, the Fire Department uses clearly defined performance measures. The following table presents these indicators and demonstrates how the Department will track both its efforts and accomplishments in relation to the City’s Strategic Plan.

Performance Measures – Fire Department

Performance Measure	Category	Linked Strategic Plan Alignment	Actual FY 2022–2023	Estimate FY 2023–2024	Projected FY 2024–2025	Targeted FY 2025–2026
Fire Reports	Output	Goal 2 – Public Safety, Objective 2.1 – Sustaining Sierra Madre’s Fire Services, Initiative 2.1.1 – Fire services sustainment	840	825	840	825

FIRE SERVICES DEPARTMENT

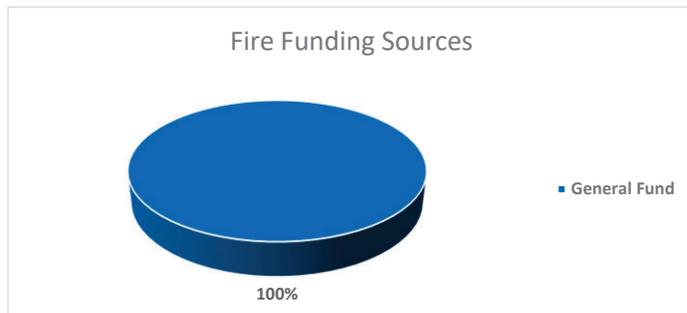
Performance Measure	Category	Linked Strategic Plan Alignment	Actual FY 2022–2023	Estimate FY 2023–2024	Projected FY 2024–2025	Targeted FY 2025–2026
Emergency Medical Responses	Output	Goal 2 – Public Safety, Objective 2.1 – Sustaining Sierra Madre’s Fire Services, Initiative 2.1.1 – Fire services sustainment	1,550	1,600	1,550	1,600
Fire Inspections Completed	Process	Goal 2 – Public Safety, Objective 2.1 – Sustaining Sierra Madre’s Fire Services, Initiative 2.1.1 – Fire services sustainment	1,800	1,879	1,800	1,879
Community Outreach Events	Output	Goal 2 – Public Safety, Objective 2.1 – Sustaining Sierra Madre’s Fire Services, Initiative 2.1.1 – Fire services sustainment	8	10	8	10
Training Hours Logged	Process	Goal 2 – Public Safety, Objective 2.1 – Sustaining Sierra Madre’s	4,200	4,300	4,200	4,300

FIRE SERVICES DEPARTMENT

Performance Measure	Category	Linked Strategic Plan Alignment	Actual FY 2022–2023	Estimate FY 2023–2024	Projected FY 2024–2025	Targeted FY 2025–2026
		Fire Services, Initiative 2.1.1 – Fire services sustainment				

EXPENDITURE CATEGORY	FY 2023-24 ACTUALS	FY 2024-2025 ADOPTED	FY 2024-2025 AMENDED	FY 2025-2026 ADOPTED
FIRE				
Personnel	3,050,737	3,356,200	3,556,200	3,562,000
Maintenance & Operations	390,249	408,700	437,700	427,000
Capital Outlay	56,286	-	-	-
TOTAL FIRE DEPARTMENT	3,497,272	3,764,900	3,993,900	3,989,000

FUND TYPE	FY 2023-24 ACTUALS	FY 2024-2025 ADOPTED	FY 2024-2025 AMENDED	FY 2025-2026 ADOPTED
GENERAL FUND				
Personnel	3,050,737	3,356,200	3,556,200	3,562,000
Maintenance & Operations	388,207	408,700	437,700	427,000
TOTAL GENERAL FUND	3,438,944	3,764,900	3,993,900	3,989,000
CAPITAL PROJECTS FUND				
Maintenance & Operations	34,122	-	-	-
TOTAL OTHER SPECIAL REVENUE FUND	34,122	-	-	-
OTHER SPECIAL REVENUE FUND				
Maintenance & Operations	2,042	-	-	-
Capital Outlay	22,164	-	-	-
TOTAL OTHER SPECIAL REVENUE FUND	24,206	-	-	-
TOTAL FIRE DEPARTMENT	3,497,272	3,764,900	3,993,900	3,989,000



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City of Sierra Madre

Village of the Foothills

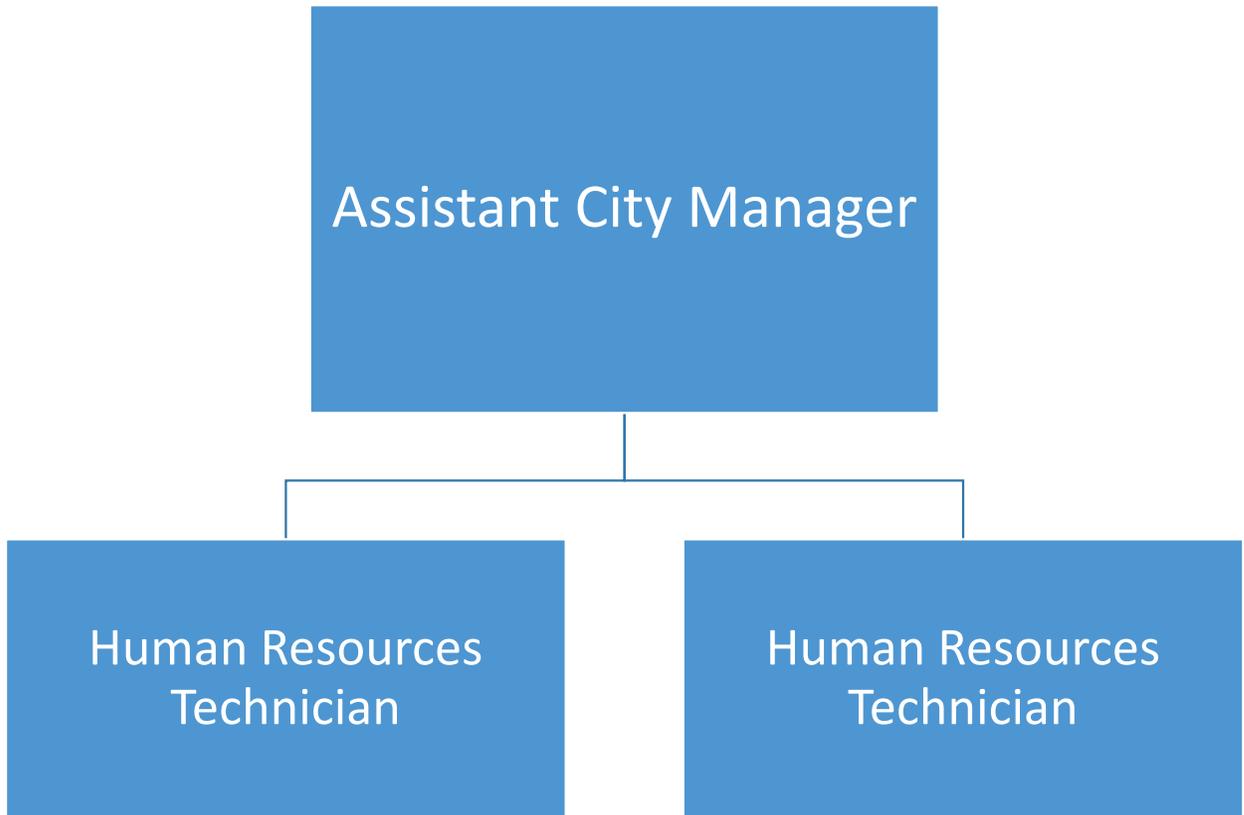


Human Resources Department

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Human Resources



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Department Overview

The Human Resources Department's 2025-26 operating budget is strategically crafted to strengthen and sustain a customer-focused, safety-driven workforce that supports the City's commitment to exceptional service. Though the Department is staffed by two dedicated full-time professionals, it provides comprehensive human resources and risk management support to more than 120 employees and volunteers across all City divisions. By prioritizing both proactive and responsive personnel services, the Department ensures that every staff member and volunteer is well-equipped, well-informed, and fully supported in fulfilling their roles.

To achieve this, the Department's budget allocates resources toward four core areas:

Talent Acquisition & Retention

- Enhanced recruitment efforts—including targeted outreach, streamlined application processes, and updated job classifications—ensure the City attracts candidates who reflect Sierra Madre's values of integrity and community engagement.

Employee Relations & Risk Management

- A robust workers' compensation program—featuring close case management, early return-to-work initiatives, and regular safety audits—helps contain costs and safeguard employee well-being. In addition, comprehensive liability insurance coverage and risk-transfer strategies mitigate potential exposures, driving down claim frequencies and reducing overall liability premiums.

Benefits Administration & Personnel Security

- HR ensures that all full-time, part-time, and temporary employees understand and maximize their available health, retirement, and wellness benefits.
- Strict oversight of personnel files—including timely background checks, vigilant document security protocols, and adherence to confidentiality standards—safeguards the City against compliance risks and protects the privacy of its workforce.

Training, Development & Culture Building

- The Department designs and delivers a comprehensive, City-wide training curriculum focused on customer service, workplace safety, and leadership development. In 2025-26, the Department aims to provide specific department training opportunities.
- By fostering a culture of continuous improvement and open communication, HR promotes employee engagement initiatives—such as leadership workshops—to maintain high morale, encourage innovative problem-solving, and support the City's broader strategic goals.

Across all functions, the 2025-26 budget places particular emphasis on measurable outcomes. The Department will track key metrics—including time-to-hire, voluntary turnover rate, total training hours per employee, and workers' compensation claim frequency—to ensure that resource allocations yield improvements in service quality,

HUMAN RESOURCES DEPARTMENT

operational efficiency, and employee satisfaction. This data-driven approach will guide mid-year adjustments, enabling the Department to respond flexibly to emerging workforce needs, evolving legislative requirements, and changing community expectations.

In summary, the proposed operating budget equips the Human Resources Department to serve as a proactive partner to every City division—transforming HR and risk management from transactional processes into strategic enablers of a high-performing, safety-minded, and customer-oriented organization. By focusing on talent acquisition, risk mitigation, benefits optimization, and ongoing training, the Department will continue to cultivate a workforce that embodies Sierra Madre’s values and excels at delivering the exceptional service our residents deserve.

Human Resources Mission Statement

The mission of the City of Sierra Madre Human Resources Department is to partner with other City Departments to efficiently produce and sustain a customer service orientated and safety minded workforce while serving as the catalyst to assure employee success in the performance of the City’s mission, keeping in focus that human resources are our most valued assets.

Accomplishments FY 2024–2025

Strategic Plan Alignment	2024–2025 Accomplishments
Goal 4 – Organizational Excellence Objective 4.1	<ul style="list-style-type: none"> • Continued updating the City's Americans with Disabilities Act (ADA) Transition Plan. • Implemented the Workplace Violence Prevention Program by the July 1, 2024 State mandate. • Conducted citywide training sessions on the new Workplace Violence Prevention Program. • Completed citywide recruitments with an emphasis on efficiency and customer service orientation. • Evaluated citywide staff organization levels and initiated reorganizations to improve service delivery and operational efficiency.
Goal 2 – Public Safety Objective 2.5	<ul style="list-style-type: none"> • Finalized the Emergency Operations Center (EOC) Emergency Operations Plans (EOP) to strengthen organizational emergency preparedness.

HUMAN RESOURCES DEPARTMENT

Projects and Desired Outcomes for FY 2025–2026

Strategic Plan Alignment	2025–2026 Project and Desired Outcome
Goal 4 – Organizational Excellence Objective 4.1	Project: Implement staff training initiatives on performance management, customer service, and risk reduction. Desired Outcome: Strengthen a customer-focused and safety-minded workforce, supporting the City's mission of service excellence.
	Project: Develop and formalize employee recognition and retention initiatives. Desired Outcome: Increase employee engagement and retention across all departments.
Goal 2 – Public Safety Objective 2.5	Project: Implement a citywide Emergency Operations Plan (EOP) training for all departments. Desired Outcome: Enhance operational readiness and emergency response capabilities Citywide.

Performance Measures – Human Resources Department

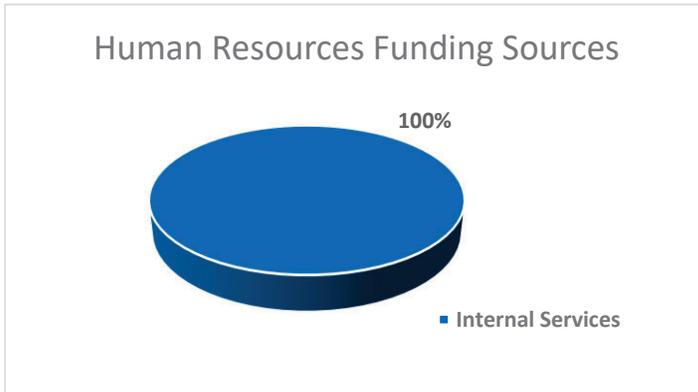
The Human Resources Department's performance measures for FY 2025–2026 align with Goal 4 – Organizational Excellence and Goal 2 – Public Safety of the City's Strategic Plan. These measures support the City's efforts to maintain an engaged workforce, ensure effective risk management, and deliver high-quality public services.

Performance Measure	Actual FY 2022–2023	Actual FY 2023–2024	Projected FY 2024–2025	Targeted FY 2025–2026
Full-Time Recruitments [OE 4.1.2]	24	12	8	10
Part-Time Recruitments [OE 4.1.2]	3	5	3	4
Percentage of Turnover [OE 4.1.2]	27.59%	18.4%	15%	13%
Citywide Volunteers [OE 4.1.2]	450–500	450–500	450–500	475–525
Liability Claims Submitted [OE 4.1.2]	2	15	10	8
Workers' Compensation Claims Submitted [OE 4.1.2]	8	12	10	9

HUMAN RESOURCES DEPARTMENT

EXPENDITURE CATEGORY	FY 2023-24 ACTUALS	FY 2024-2025 ADOPTED	FY 2024-2025 AMENDED	FY 2025-2026 ADOPTED
HUMAN RESOURCES				
Personnel	336,445	270,950	270,950	295,000
Maintenance & Operations	1,287,221	1,671,300	1,751,300	1,941,000
TOTAL HUMAN RESOURCES DEPARTMENT	1,623,666	1,942,250	2,022,250	2,236,000

FUND TYPE	FY 2023-24 ACTUALS	FY 2024-2025 ADOPTED	FY 2024-2025 AMENDED	FY 2025-2026 ADOPTED
INTERNAL SERVICES FUND				
- PERSONNEL & RISK MGMT				
Personnel	336,445	270,950	270,950	295,000
Maintenance & Operations	1,287,221	1,671,300	1,751,300	1,941,000
TOTAL ISF- PERSONNEL & RISK MGMT	1,623,666	1,942,250	2,022,250	2,236,000
TOTAL HUMAN RESOURCES DEPARTMENT	1,623,666	1,942,250	2,022,250	2,236,000



City of Sierra Madre

Village of the Foothills

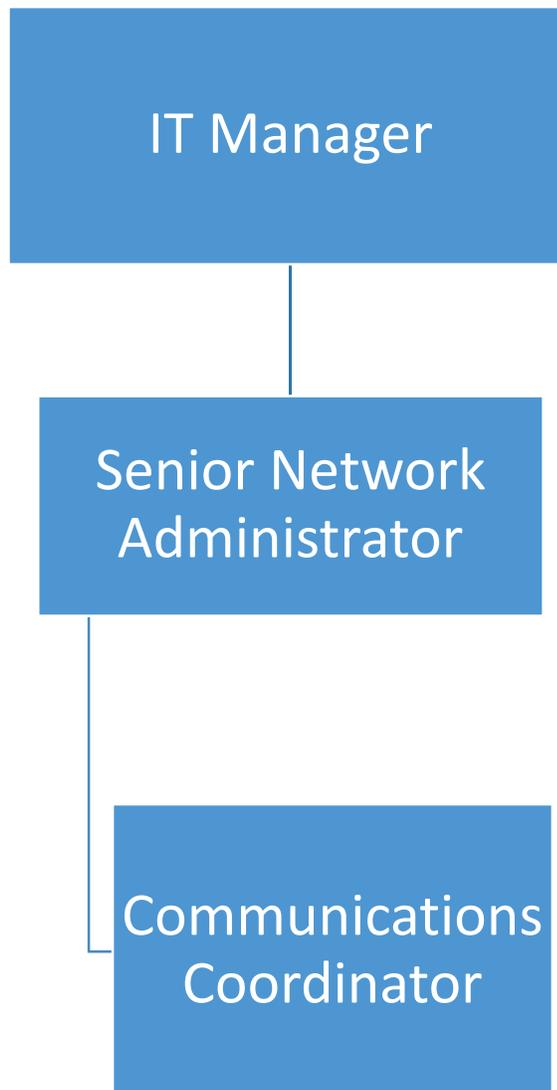


IT Department

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Information Technology



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Information Technology Mission Statement

To empower Citizens and City Staff to innovate through the use of technology and to increase the rate of technological advancement to better serve our constituency.

Services are provided by two dedicated Information Technology professionals.
 Oscar Millan – IT Manager / Chief Security Officer
 Christian Delgado – Senior Network Administrator / Senior Cybersecurity Engineer

Major Services

Customer Support Services –

Provide and deliver professional, helpful, responsive and high-quality service to meet customers’ needs by resolving their problems or completing their requests for products and services as quickly and efficiently as possible.

Infrastructure Services -

Ensure the dependability of the computer-, telecommunications-, data network-, and security systems to enable City staff to continuously provide essential services to their customers. Retain technological flexibility that allows executives and City Government to maintain communications with staff and residents by using alternative methodologies to maintain regularly scheduled public meetings.

Enterprise Systems –

Fulfill the information and service needs of the City by providing leadership and expertise in the acquisition and deployment of high quality, cost-effective and timely solutions.

Distributed Information Systems-

Maintain and improve the efficient and secure transmission of information to staff and public safety personnel in the field as they serve City residents with the highest possible degree of reliability.

Accomplishments for FY 2024–2025 – Linked to Strategic Plan Alignment

The following table highlights key accomplishments from FY 2024–2025 and the specific Strategic Plan actions they advanced.

Strategic Plan Alignment	Department Strategic Action (FY 2024–2025)	FY 2024–2025 Accomplishment(s)
Goal 2 – Public Safety (PS) Objective 2.5 – Enhance Emergency Preparedness and Response Initiative 2.5.1 – Enhance Critical Technology and Data Resilience	Increase runtime of critical data centers and improve communications reliability.	Increased runtime of critical data centers Citywide; Installed second Gigabit fiber-internet access line at City Hall for carrier redundancy and backup Virtual Private Network (VPN) tunnels;

Strategic Plan Alignment	Department Strategic Action (FY 2024–2025)	FY 2024–2025 Accomplishment(s)
		<p>Completed upgrade of Police Mobile Data Terminal (MDT) systems in all Police vehicles;</p> <p>Performed radio console upgrade with new radios and high-power antennas;</p> <p>Upgraded backup battery runtime and resilience.</p>
<p>Goal 4 – Organizational Excellence (OE) Objective 4.1 – Enhance Technology, Data, and Cybersecurity Infrastructure Initiative OE 4.1.1 – Modernize Information Technology Systems</p>	<p>Modernize and secure City technology infrastructure.</p>	<p>Deployed Next Generation Wireless Fidelity 6 (Wi-Fi 6) Citywide, including expansion to conference rooms, Hart Park House, and the Emergency Operations Center;</p> <p>Achieved full Internet Service Provider (ISP) carrier diversity with dual fiber providers and satellite internet;</p> <p>Replaced and upgraded router infrastructure at the temporary City Library;</p> <p>Implemented Enterprise Email Security and Cybersecurity User Awareness Training platform;</p> <p>Implemented enterprise email security and multifactor authentication;</p> <p>Deployed user-account security management tool; upgraded 50% of network to 10-Gig speed;</p> <p>Acquired and installed new server infrastructure, including 4 additional virtual hosts to improve uptime and reliability.</p>

Projects and Desired Outcomes for FY 2025–2026

Looking ahead, the FY 2025–2026 Adopted Budget provides the financial resources for the IT Department to undertake new and continuing projects. The next table presents these projects and the specific outcomes they are designed to achieve in support of the City’s Strategic Plan.

Strategic Plan Alignment	2025–2026 Project	Desired Outcome
Goal 4 – Organizational Excellence (OE) Objective 4.1 – Enhance Technology, Data, and Cybersecurity Infrastructure	Complete the 10-Gigabit network implementation project.	Finish installing an ultra-fast fiber network so City offices, fire and police stations, and other facilities can share information instantly. This means faster response times for public safety and more reliable online services for residents.
Goal 4 – Organizational Excellence (OE) Objective 4.1	Deploy a Managed Detection and Response (MDR) security platform and implement a Security Information and Event Management (SIEM) system to protect sensitive City data and ensure reliable public services	Add 24/7 early-warning tools that watch for hackers or suspicious activity and respond immediately. This protects residents’ personal information and City operations from cyber-attacks.
Goal 4 – Organizational Excellence (OE) Objective 4.1	Upgrade server infrastructure to a 100% virtual environment (currently 90%).	Move the last physical servers into a modern, energy-saving virtual setup. This saves electricity, frees up space, and makes data recovery much quicker after an emergency.
Goal 4 – Organizational Excellence (OE) Objective 4.1	Initiate Microsoft Office 365 migration Citywide.	Transition all City staff to the latest secure, cloud-based email and productivity tools. This improves day-to-day communications, speeds up document sharing, and provides better built-in cybersecurity.
Goal 4 – Organizational Excellence (OE) Objective 4.1	Expand public Wireless Fidelity (Wi-Fi) to additional City facilities.	Provide free, secure, high-speed internet in more public places such as parks, community centers, and City buildings so residents and visitors can connect easily and safely.

Strategic Plan Alignment	2025–2026 Project	Desired Outcome
Goal 2 – Public Safety (PS) Objective 2.5 – Enhance Emergency Preparedness and Response Initiative 2.5.1 – Enhance Critical Technology and Data Resilience	Strengthen disaster recovery systems and backup power strategies across all data centers.	Add stronger backup power and data-protection systems so essential services like Emergency 9-1-1 dispatch, police, and fire keep running even during extended power outages or natural disasters.
Goal 2 – Public Safety (PS) Objective 2.5	Complete sunsetting of legacy Police dash cam servers.	Retire aging video-storage equipment in police vehicles and move to modern, secure systems. This keeps evidence safe and reduces the risk of equipment failures.
Goal 2 – Public Safety (PS) Objective 2.5	Complete sunsetting of Police and Fire department legacy servers and infrastructure.	Phase out old servers and equipment used by Police and Fire to reduce breakdowns and security weaknesses, ensuring critical safety systems stay reliable.

Performance Measures – Information Technology Department

The following table presents key performance measures for the Information Technology Department in the full format used for other departmental narratives. These measures show actual results, estimates, projections, and targets while linking directly to the City’s Strategic Plan.

Performance Measure	Category	Linked Strategic Plan Alignment	Actual FY 2022–2023	Estimated FY 2023–2024	Projected FY 2024–2025	Targeted FY 2025–2026
Critical Systems with Tested Redundant Power and Communications	Outcome	Goal 2 – Public Safety (PS) / Objective 2.5 – Enhance Emergency Preparedness and Response / Initiative 2.5.1 – Enhance Critical Technology and Data Resilience	Baseline TBD	TBD	Baseline Established	100% by FY 2025– 2026
Major IT Projects Completed	Output	Goal 4 – Organizational Excellence	2	3	5	8

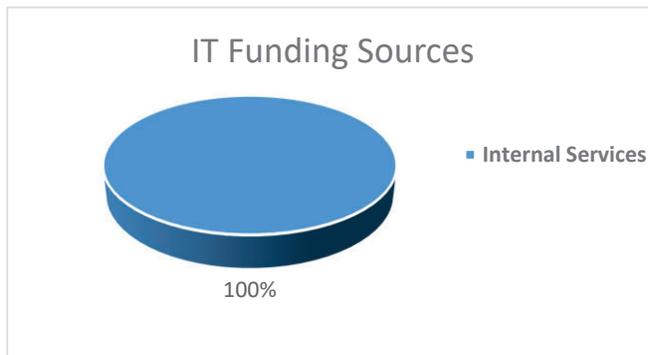
IT DEPARTMENT

Performance Measure	Category	Linked Strategic Plan Alignment	Actual FY 2022–2023	Estimated FY 2023–2024	Projected FY 2024–2025	Targeted FY 2025–2026
(Infrastructure Upgrades)		(OE) / Objective 4.1 – Enhance Technology, Data, and Cybersecurity Infrastructure				
Percentage of Systems Virtualized	Output	Goal 4 – Organizational Excellence (OE) / Objective 4.1	40%	70%	90%	100%
Public Wi-Fi Coverage Expansion (Buildings Supported)	Output	Goal 4 – Organizational Excellence (OE) / Objective 4.1	2	4	5	7
Cybersecurity Phishing and Awareness Training Completion Rate	Output	Goal 4 – Organizational Excellence (OE) / Objective 4.1	0%	0%	42%	80%
Average Network Uptime	Outcome	Goal 4 – Organizational Excellence (OE) / Objective 4.1	99.5%	99.7%	99.8%	99.9%
10-Gigabit Network Infrastructure Completion	Outcome	Goal 4 – Organizational Excellence (OE) / Objective 4.1	0%	20%	50%	100%

IT DEPARTMENT

EXPENDITURE CATEGORY	FY 2023-24 ACTUALS	FY 2024-2025 ADOPTED	FY 2024-2025 AMENDED	FY 2025-2026 ADOPTED
IT				
Personnel	398,855	397,750	397,750	480,000
Maintenance & Operations	568,570	737,300	737,300	818,000
Investment in Capital Assets	51,895	164,000	164,000	130,000
TOTAL IT DEPARTMENT	1,019,320	1,299,050	1,299,050	1,428,000

FUND TYPE	FY 2023-24 ACTUALS	FY 2024-2025 ADOPTED	FY 2024-2025 AMENDED	FY 2025-2026 ADOPTED
INTERNAL SERVICES FUND-IT				
Personnel	398,855	397,750	397,750	480,000
Maintenance & Operations	568,570	737,300	737,300	818,000
Investment in Capital Assets	51,895	164,000	164,000	130,000
TOTAL INTERNAL SERVICES FUND	1,019,320	1,299,050	1,299,050	1,428,000
TOTAL IT DEPARTMENT	1,019,320	1,299,050	1,299,050	1,428,000



City of Sierra Madre

Village of the Foothills

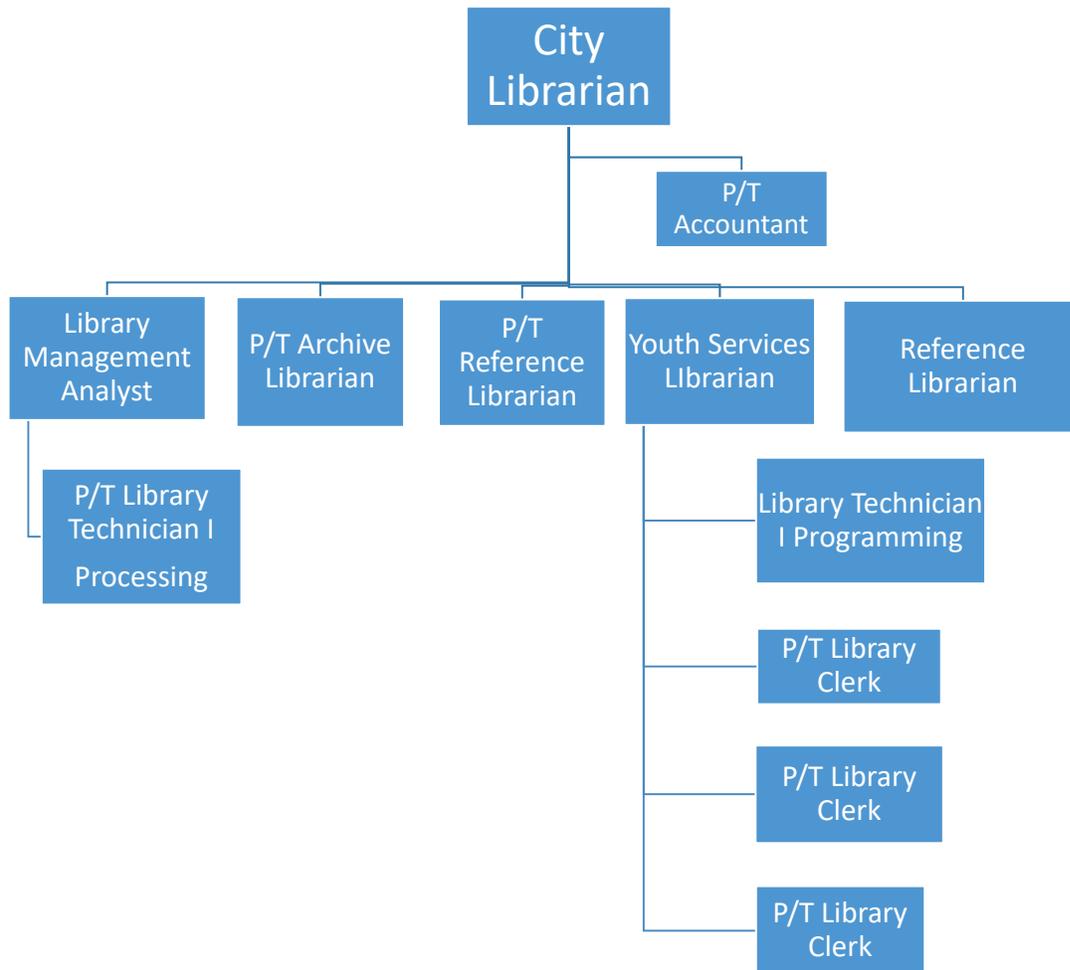


Library Department

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Library Services



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Department Overview

The Library provides services that are “a supplement to the formal system of free public education, and a source of information and inspiration to persons of all ages, and a resource for continuing education and re-education beyond the years of formal education,…” (California Education Code). The department operates under the direction of the City Librarian. Library staff consists of five full-time and seven part-time employees providing 43 hours of public open hours per week. The Library provides access to current book and media materials through physical and electronic collections. The Library also produces programs focusing on reading, literacy, technology, and cultural growth, and maintains the City’s historical archives.

To accommodate major facility improvements, the Library closed from October 14, 2023, through January 2024 to relocate to a temporary site at 350 W. Sierra Madre Boulevard. For the remainder of that Fiscal Y 2025/2026 and continuing into the present the Library has operated from this temporary location with approximately one-third of its full collection, while maintaining regular programs and public services. Looking ahead, the Library will close again from February 2 to June 1, 2026, to complete the final relocation to its new permanent home at 440 W. Sierra Madre Boulevard, where the full collection and enhanced facilities will reopen to the community.

Board/Committee Liaisons

The Department serves as liaison to the:

- Library Board of Trustees
- Friends of the Sierra Madre Public Library
- Sierra Madre Historical Preservation Society
- Sierra Madre Library Foundation

Library Mission & Vision Statement

- **Mission Statement:** It is the mission of Sierra Madre Public Library to provide free and equal access to information, ideas, technology, and the joy of reading to educate and empower our diverse community.
- **Vision Statement:** The Sierra Madre Public Library aspires to offer the community endless possibilities through enriched experiences; building an awareness and involvement in the community.

Library Services Department – FY 2024–2025 Accomplishments

The following table integrates all FY 2024–2025 Library Services Department accomplishments into the City’s Strategic Plan framework, aligning each achievement with the appropriate Goals, Objectives, and Initiatives/Projects.

Strategic Plan Alignment	Department Strategic Action (FY 2024–2025)	FY 2024–2025 Accomplishment(s)
Goal 1 – Organizational Sustainability / Objective 1.1 – Workforce & Talent Management	Strengthen staff and volunteer engagement to sustain high-quality library	• Expanded programming at the temporary facility and increased offsite, community-based

LIBRARY SERVICES DEPARTMENT

Strategic Plan Alignment	Department Strategic Action (FY 2024–2025)	FY 2024–2025 Accomplishment(s)
	services during major transitions.	<p>activities, ensuring residents continued to enjoy diverse educational and cultural opportunities.</p> <ul style="list-style-type: none"> • Maintained uninterrupted services and clear public communication during a 12-week closure and relocation period, demonstrating operational resilience. • Continued partnerships for Fire Prevention Week and Bailey Canyon Nature Walks, extending library impact into public safety and environmental education. • Continued updating library policies to modernize operations and improve service consistency.
Goal 1 – Organizational Sustainability / Objective 1.2 – Fiscal Stability & Long-Range Planning	Secure and manage funding to ensure successful long-term library improvement and service continuity.	<ul style="list-style-type: none"> • Managed state reporting for two major grants totaling \$10,669,210, maintaining compliance and transparency. • Obtained a grant deadline extension for the \$10 million Targeted State Grant to March 31, 2026, safeguarding critical project funding. • Amended the Targeted State Grant to fund a geotechnical survey, providing key engineering data to guide library infrastructure improvements.
Goal 1 – Organizational Sustainability / Objective 1.3 – Technology & Process Innovation	Plan and implement major facility and service improvements to meet community needs.	<ul style="list-style-type: none"> • Completed the Library Meaningful Improvement Project design with TSK Architects, creating a

LIBRARY SERVICES DEPARTMENT

Strategic Plan Alignment	Department Strategic Action (FY 2024–2025)	FY 2024–2025 Accomplishment(s)
		blueprint for next-generation facilities. <ul style="list-style-type: none"> • Relocated the Library to its temporary site at 350 W Sierra Madre Blvd, including securing a moving and storage company to protect collections and equipment. • Conducted a cost-benefit analysis and made a fact-based decision not to move forward with creation of a mobile library due to limited funds and staffing constraints.
Goal 4 – Organizational Excellence / Objective 4.1 – Enhance Technology, Data, and Cybersecurity Infrastructure	Advance library planning to improve access and efficiency in the digital age.	<ul style="list-style-type: none"> • Completed the Library Strategic Plan to guide future development, digital service expansion, and technology modernization.

Projects and Desired Outcomes for FY 2025–2026

Looking ahead, the FY 2025–2026 Adopted Budget provides resources for the Library Services Department to undertake key projects. The following table outlines these projects and the outcomes they are designed to achieve.

Strategic Plan Alignment	2025–2026 Project	Desired Outcome
Goal 1 – Organizational Sustainability / Objective 1.1 – Workforce & Talent Management	Expand Library volunteer program and internship opportunities.	Increase community involvement and develop future workforce skills.
Goal 4 – Organizational Excellence / Objective 4.1 – Enhance Technology, Data, and Cybersecurity Infrastructure	Implement next-generation integrated library system and self-service kiosks.	Improve user experience and streamline check-out and catalog services.
Goal 5 – Environmental Responsibility / Objective 5.1 – Water Conservation & Sustainability	Launch Library Green Reading and Energy Efficiency Initiative.	Promote sustainability and reduce library energy consumption through building efficiency upgrades and green programming.

LIBRARY SERVICES DEPARTMENT

Performance Measures – Library Services Department

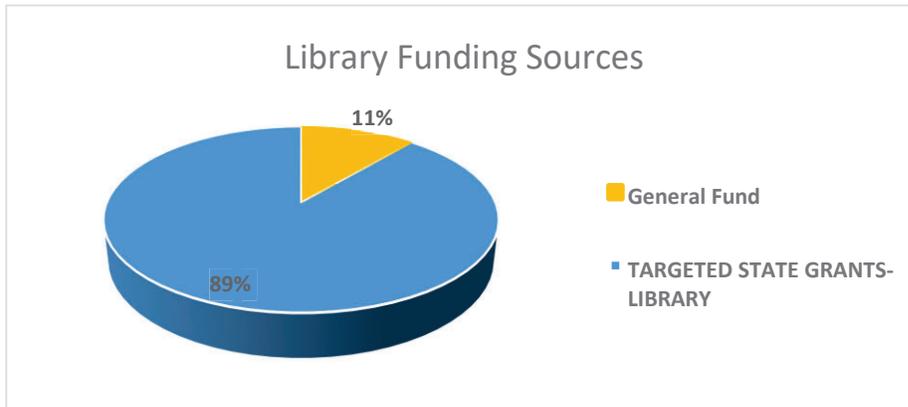
To ensure accountability and measure success, the Library Services Department tracks the following key performance indicators.

Performance Measure	Category	Linked Strategic Plan Alignment	Actual FY 2022–2023	Estimated FY 2023–2024	Projected FY 2024–2025	Targeted FY 2025–2026
Number of Library Programs Delivered	Output	Goal 1 – Organizational Sustainability	220	230	240	250
Library Visits (Physical and Virtual)	Outcome	Goal 4 – Organizational Excellence	85,000	90,000	95,000	100,000
Percentage of Library Materials Checked Out Electronically	Output	Goal 4 – Organizational Excellence	45%	50%	55%	60%
Number of Sustainability and Eco-Education Events	Output	Goal 5 – Environmental Responsibility	12	14	15	18

LIBRARY SERVICES DEPARTMENT

EXPENDITURE CATEGORY	FY 2023-24 ACTUALS	FY 2024-2025 ADOPTED	FY 2024-2025 AMENDED	FY 2025-2026 ADOPTED
LIBRARY SERVICES				
Personnel	609,700	636,100	636,100	713,000
Maintenance & Operations	170,115	166,800	168,800	172,000
Capital Outlay	800,033	8,740,379	10,540,379	6,872,632
TOTAL LIBRARY SERVICES DEPARTMENT	1,579,848	9,543,279	11,345,279	7,757,632

FUND TYPE	FY 2023-24 ACTUALS	FY 2024-2025 ADOPTED	FY 2024-2025 AMENDED	FY 2025-2026 ADOPTED
GENERAL FUND				
Personnel	609,700	636,100	636,100	713,000
Maintenance & Operations	111,289	111,800	113,800	116,000
TOTAL GENERAL FUND	720,989	747,900	749,900	829,000
TARGETED STATE GRANTS-LIBRARY				
Capital Outlay	787,888	8,405,774	10,205,774	6,555,000
TOTAL TARGETED STATE GRANT FUND	787,888	8,405,774	10,205,774	6,555,000
OTHER SPECIAL REVENUE FUND				
Maintenance & Operations	58,826	55,000	55,000	56,000
Capital Outlay	12,145	334,605	334,605	317,632
TOTAL OTHER SPECIAL REVENUE FUND	70,971	389,605	389,605	373,632
TOTAL LIBRARY SERVICES DEPARTMENT	1,579,848	9,543,279	11,345,279	7,757,632



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City of Sierra Madre

Village of the Foothills

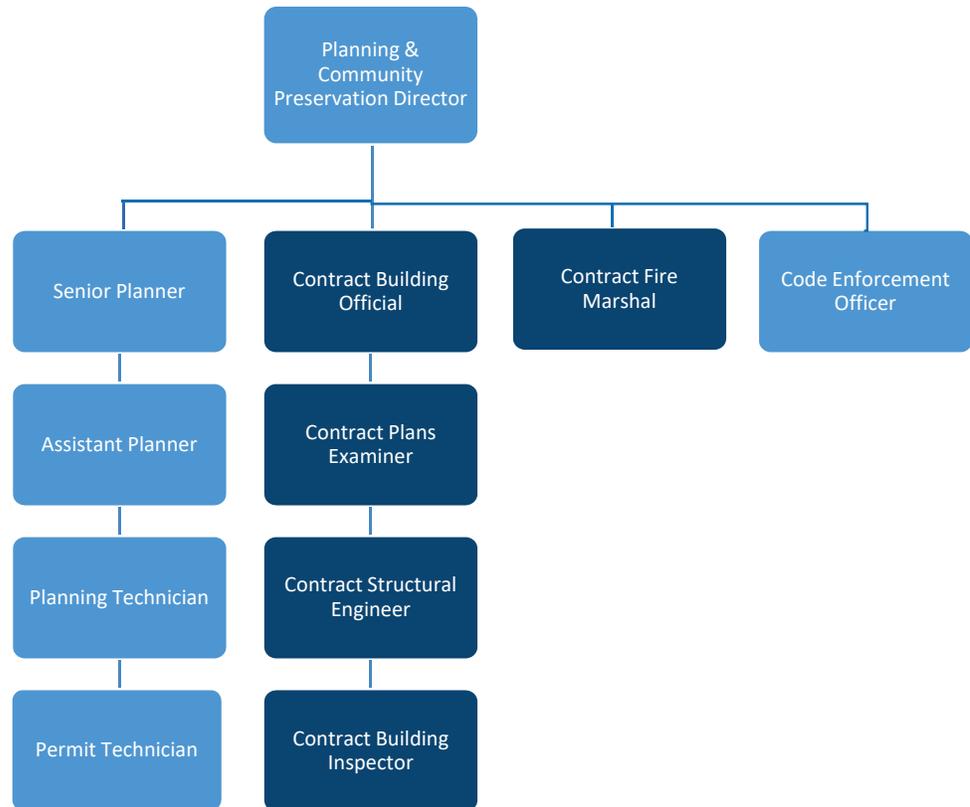


Planning and Community Preservation Department

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Planning and Community Preservation Department



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PLANNING & COMMUNITY PRESERVATION DEPARTMENT

Department Overview

The Planning and Community Preservation Department enforces the requirements of the Sierra Madre Municipal Code and carries out the rules, policies and objectives of the General Plan, as it relates to land use and development. The department is comprised of the City's Zoning, Advanced Planning, Historic Preservation, Code Enforcement, Business Licensing, and Building and Safety services.

Planning services include the processing of ministerial and discretionary zoning entitlements, subdivisions, environmental review (CEQA), municipal code text amendments, and zoning plan check review. The Department maintains the City's list of historic landmark structures, manages Mills Act contracts, and reviews project applications for their compliance with the City's historic preservation program. The Department contracts with Sapphos Environmental Services to prepare historic resource evaluation reports on properties 75 years of age and older that are requesting development applications.

The Department manages the Code Enforcement program to address property maintenance nuisances, such as overgrown vegetation, unlawful accumulation of debris, enforcement of the vacant building ordinance, monitors unlawful use of potable water, and business license and building permit enforcement.

The Department also administers Business license permitting, issuance and renewal necessary to regulation, monitoring, and enforcement of lawful business activities conducted within the city to protect public health, safety, and welfare.

The Department oversees Building and Safety Services which responds to inquiries relating to building development, building and structural plan check review, on-site inspections, and issuance of permits in compliance with adopted building and fire codes.

In addition to these core functions, the Department is responsible for coordinating emergency response efforts and overseeing wildfire housing recovery. This includes assisting with damage assessments, facilitating rebuilding efforts in affected areas, and serving as a liaison between residents, agencies, and City departments to support long-term community recovery. This includes assisting with damage assessments, facilitating rebuilding efforts in affected areas, and serving as a liaison between residents, agencies, and City departments to support long-term community recovery. The Department also oversees the streamlined review process for the affected areas and manages the entire permitting process, including planning, building, grading, drainage, and fire services, as well as the consultants supporting these services.

Department staffing includes 6 full-time staff members. The Department also utilizes the services of a contract building official, plans examiner, building inspector, contract structural engineer, and fire marshal, to review plans for compliance with adopted building codes prior to permit issuance.

Board/Committee Liaisons

The Department serves as liaison to the:

- Planning Commission

PLANNING & COMMUNITY PRESERVATION DEPARTMENT

Department Mission Statement

We are dedicated to providing efficient and effective professional planning and building services to the citizens of Sierra Madre and to development professionals while safeguarding life and property, enhancing the City’s economic base and protecting neighborhoods and its natural environment.

Planning and Community Preservation Department Narrative – FY 2025–2026

The Planning and Community Preservation Department aligns its programs and activities each year with the City of Sierra Madre’s Strategic Plan. This section provides an integrated view of the Department’s Strategic Plan actions and accomplishments for FY 2024–2025, followed by projects and performance measures planned for FY 2025–2026.

Accomplishments for FY 2024/2025 – Linked to Strategic Plan Alignment

The following table highlights key accomplishment(s) from FY 2024–2025 and the specific Strategic Plan actions they advanced.

Strategic Plan Alignment	Department Strategic Action (FY 2024–2025)	FY 2024–2025 Accomplishment(s)
Goal 1 – Organizational Sustainability (OS) Objective 1.3 – Driving Innovation Initiative OS 3.1 – Enhance Electronic Interface, Payment Methods, and Security	Implemented technology enhancements and prepared for a full online permitting and licensing system rollout.	Completed testing of online permitting modules and migrated a majority of applications to the digital platform.
Goal 2 – Public Safety (PS) Objective 2.3 – Environmental Management & Code Enforcement Initiative PS 2.3.3 – Enhance Enforcement of City Codes	Maintained proactive code enforcement and updated code compliance processes.	Conducted targeted inspections and resolved code violations, sustaining timely enforcement levels.
Goal 3 – Infrastructure & Growth Management (IG) Objective 3.2 – Develop and Implement Design Guidelines for Infrastructure Growth Initiative IG 3.2.1 – Pre- Approved ADU Design Plans	Expanded Pre-Approved ADU Plan options and coordinated with partner jurisdictions.	Added new pre-approved plan types and increased the number of participating jurisdictions.
Goal 4 – Community Enrichment (CE) Objective 4.2 – Enhance Communication and Collaboration	Refined online permitting and licensing platform to improve accessibility of land-use and business-development information.	Enhanced user interface and expanded online resources to improve accessibility for residents and developers.

PLANNING & COMMUNITY PRESERVATION DEPARTMENT

Strategic Plan Alignment	Department Strategic Action (FY 2024–2025)	FY 2024–2025 Accomplishment(s)
Initiative CE 4.2.1 – Establish a City Information Hub		
Goal 5 – Environmental Responsibility Objective 5.2 – Promote Greenhouse Gas Emission Reduction Initiatives Initiative 5.2.4 – Solar Infrastructure Adaptation	Improved processes to simplify and encourage solar installation applications, supporting renewable energy adoption.	Streamlined solar permitting, reducing average application review times.

Looking ahead, the FY 2025–2026 Adopted Budget provides the financial resources for the Planning and Community Preservation Department to undertake new and continuing projects. The next table presents these projects and the specific outcomes they are designed to achieve in support of the City’s Strategic Plan.

Projects and Desired Outcomes for FY 2025–2026

Strategic Plan Alignment	2025–2026 Project	Desired Outcome
Goal 1 – Organizational Sustainability (OS) Objective 1.3 – Driving Innovation Initiative OS 3.1 – Enhance Electronic Interface, Payment Methods, and Security Project 1.3.2A – Electronic plan review (Electronic-Permits) implementation	Fully implement online permitting and land management system	Reduce permit processing times and improve customer service by enabling online application submission, review, and tracking.
Goal 2 – Public Safety (PS) Objective 2.3 – Environmental Management & Code Enforcement Initiative PS 2.3.3 – Enhance Enforcement of City Codes	Comprehensive review of the Noise Ordinance	Enhance community well-being and improve noise regulation and enforcement.
Goal 3 – Infrastructure & Growth Management (IG) Objective 3.2 – Develop and Implement Design Guidelines for Infrastructure Growth Initiative IG 3.2.2 – Establish Objective Design Standards	Develop Objective Design Standards and Guidelines for SB 330 Compliance	Provide clear, objective, and legally compliant design standards for new housing projects in compliance with SB 330.

PLANNING & COMMUNITY PRESERVATION DEPARTMENT

Strategic Plan Alignment	2025–2026 Project	Desired Outcome
Project 3.2.2A – Develop Objective Design Standards and Guidelines for SB 330 Compliance		
Goal 3 – Infrastructure & Growth Management (IG) Objective 3.2 – Develop and Implement Design Guidelines for Infrastructure Growth Initiative IG 3.2.2 – Establish Objective Design Standards Project 3.2.2B – Local program for retrofitting soft-story buildings	Implement a local program for retrofitting soft-story buildings	Reduce seismic risk by implementing a retrofit program for vulnerable soft-story structures.
Goal 5 – Environmental Responsibility Objective 5.2 – Promote Greenhouse Gas Emission Reduction Initiatives Initiative 5.2.4 – Solar Infrastructure Adaptation	Improve the solar application process	Simplify and encourage solar adoption, increasing renewable energy use in the community.

To ensure accountability and evaluate the impact of its work, the Planning and Community Preservation Department uses clearly defined performance measures. The following table presents these indicators and demonstrates how the Department will track both its efforts and accomplishments in relation to the City’s Strategic Plan.

Performance Measures – Planning and Community Preservation Department

Performance Measure	Category	Linked Strategic Plan Alignment	Actual FY 2022–2023	Estimate FY 2023–2024	Projected FY 2024–2025	Targeted FY 2025–2026
Planning Commission Meetings Held	Output	Goal 1 – Community Character and Quality of Life	18	20	13	22
Planning Applications Processed	Output	Goal 1 – Community Character and Quality of Life	177	155	140	150
Plan Checks Completed	Process	Goal 1 – Community Character and Quality of Life	149	167	160	165

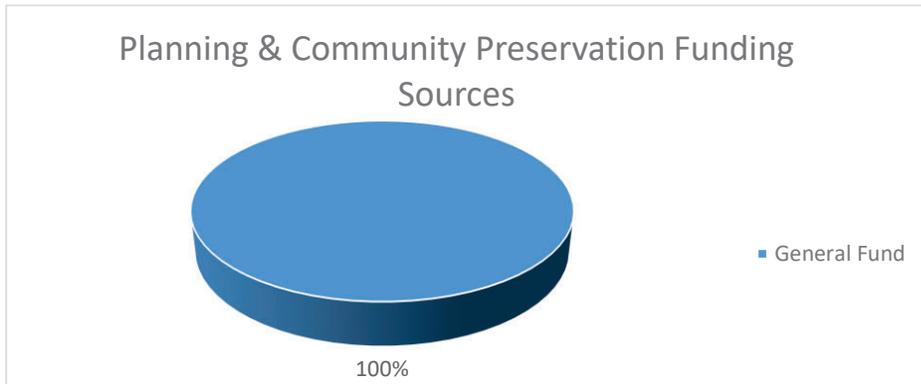
PLANNING & COMMUNITY PRESERVATION DEPARTMENT

Performance Measure	Category	Linked Strategic Plan Alignment	Actual FY 2022–2023	Estimate FY 2023–2024	Projected FY 2024–2025	Targeted FY 2025–2026
Building Inspections Conducted	Output	Goal 1 – Community Character and Quality of Life	3,584	2,527	2,494	2,600
Building Permits Issued	Output	Goal 1 – Community Character and Quality of Life	899	778	677	700
Code Enforcement Cases Opened	Output	Goal 1 – Community Character and Quality of Life	73	100	98	95
Business Licenses Issued	Output	Goal 1 – Community Character and Quality of Life		967		1,100

PLANNING & COMMUNITY PRESERVATION DEPARTMENT

EXPENDITURE CATEGORY	FY 2023-24 ACTUALS	FY 2024-2025 ADOPTED	FY 2024-2025 AMENDED	FY 2025-2026 ADOPTED
PLANNING AND COMMUNITY PRESERVATION				
Personnel	734,432	697,500	697,500	754,000
Maintenance & Operations	1,036,090	953,600	1,183,600	1,517,268
TOTAL PLANNING AND COMMUNITY PRESERVATION DEPARTMENT	1,770,522	1,651,100	1,881,100	2,271,268

FUND TYPE	FY 2023-24 ACTUALS	FY 2024-2025 ADOPTED	FY 2024-2025 AMENDED	FY 2025-2026 ADOPTED
GENERAL FUND				
Personnel	734,432	697,500	697,500	754,000
Maintenance & Operations	866,499	903,600	1,133,600	1,404,000
TOTAL GENERAL FUND	1,600,931	1,601,100	1,831,100	2,158,000
CAPITAL PROJECTS FUND				
Maintenance & Operations	146,386	50,000	50,000	113,268
TOTAL CAPITAL PROJECTS FUND	146,386	50,000	50,000	113,268
OTHER SPECIAL REVENUE FUND				
Maintenance & Operations	23,205	-	-	-
TOTAL OTHER SPECIAL REVENUE FUND	23,205	-	-	-
INTERNAL SERVICES FUND-GENERAL PLAN UPDATE				
Maintenance & Operations	-	-	-	-
TOTAL INTERNAL SERVICES FUND	-	-	-	-
TOTAL PLANNING AND COMMUNITY PRESERVATION DEPARTMENT	1,770,522	1,651,100	1,881,100	2,271,268



City of Sierra Madre

Village of the Foothills

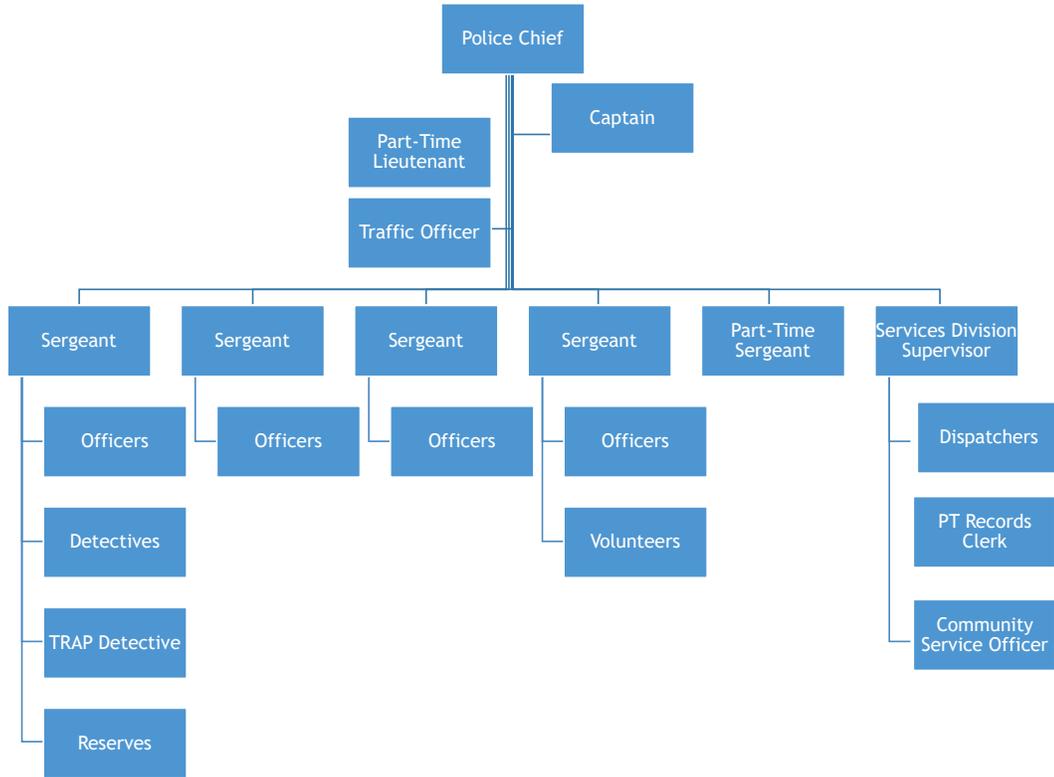


Police Department

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Police Services



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Department Overview

The Sierra Madre Police Department (SMPD) is committed to ensuring a safe environment for those who live, visit, and work in Sierra Madre. The Department consists of eighteen (18) full-time police officers, five (5) full time non-sworn employees, fifteen (15) part-time police officers, six (6) non-sworn part-time employees, seven (7) Reserve Police Officers, and fifteen (15) Police Volunteers, and it has a proud history of integrity and service. As guardians of this wonderful community, responsibilities include engaging the community, enforcing laws, and protecting the lives, property, and rights of all people, as guided by the Constitution. All personnel carry out their duties with a reverence for human life, guided by respect, integrity, dedication, and excellence in policing.

Police Department Mission/Vision/Values/Motto Statement

Mission: The Sierra Madre Police Department is dedicated to professionalism and service. We will always act in the interest of justice and the well-being of our community. We strive to enhance the quality of life for all community members by providing professional, compassionate, and responsive law enforcement services.

Vision: Setting the standard for 21st century Small-Town Policing

Values: Integrity, Humility, Service, Professionalism

Motto: Serving those we protect

Accomplishments FY 2024-2025

During the 2024-2025 fiscal year, the Sierra Madre Police Department (SMPD) faced numerous challenges and changes. The Department remains fully staffed, increasing our public safety capabilities within the city.

Moreover, we filled multiple part-time positions, including a part-time dispatcher, police officers, sergeant and lieutenant. These additions bolstered our team and enhanced our operational efficiency.

In addition, the Department significantly increased its community outreach efforts, maintaining strong connections with residents and businesses. These efforts, combined with our proactive policing strategies, contributed to decreasing crime rates.

Patrol

Crime remained low and nearly free of violent incidents throughout the year. Officers stayed actively engaged with community members by conducting foot patrols in the downtown business district, attending community meetings, and increasing their visibility in residential neighborhoods. Our officers were dispatched to about 6,000 calls for service, and authored about 550 police reports.

The Department maintained its commitment to providing excellent training for all members, with a renewed focus on professional development. Both sworn and non-sworn personnel attended numerous training courses designed to enhance communication, leadership, and problem-solving skills. We also ensured that all Peace Officer Standards and Training (POST) mandates were met in a timely manner.

Investigations

The Detective Bureau was assigned approximately 260 cases to investigate. Our detectives tirelessly pursued each case, authoring several search warrants and securing numerous felony and misdemeanor case filings and convictions with the Los Angeles County District Attorney's Office. Additionally, we were able to assign an officer as a hybrid detective to the bureau, bolstering our investigative capabilities.

The Department continues to have a detective assigned to the Taskforce for Regional Auto Theft Prevention (TRAP), a regional initiative focused on the investigation, reduction, and prosecution of car theft-related crimes. TRAP also provides personnel resources to the city to address any increase in theft-related incidents.

The Department continues to have personnel assigned to the Foothill Special Enforcement Team (FSET), a regional Special Weapons and Tactics (SWAT) team focused on high-risk tactical operations, including armed barricaded suspects, hostage rescues, high-risk warrant services, active shooter incidents, and other critical situations that exceed the capabilities of standard patrol resources. FSET not only provides tactical expertise but also serves as a valuable force multiplier, supplying additional personnel and specialized equipment to Sierra Madre during emergencies or any unusual circumstance that requires an enhanced law enforcement response. This partnership allows the city to maintain a high level of preparedness and rapid response capability without bearing the full financial and logistical burden of operating its own SWAT team.

We maintain a Memorandum of Understanding (MOU) with the Internet Crimes Against Children Taskforce (ICAC), which primarily investigates and enforces sex-related crimes involving children. This taskforce receives tips regarding potential child pornography and investigates these leads to determine their validity and potential for prosecution.

The Department also maintains an MOU with FLOCK Camera Systems. FLOCK enables our personnel to view surveillance footage from cameras strategically placed at the city's borders. These cameras provide real-time, high-definition images with advanced night vision and license plate reader capabilities. FLOCK assists in protecting persons and property, offering our investigators crucial real-time crime information.

Community Policing

The Department has continued to flourish in positive community partnerships with the city's residents, businesses, and visitors. We have successfully engaged the community through various outreach programs, downtown foot patrols, business checks, and our vibrant social media platform. Notable events include our Health Fair, the annual Public Safety Week, and National Night Out, which provided the community with educational seminars taught by experts from various community and civil service entities. Additionally, Department personnel have offered Active Shooter Training to city staff and community stakeholders.

Currently, the Department collaborates with numerous Neighborhood Watch meetings or programs throughout the City. Our officers and community service officers regularly share crime prevention and general public safety information.

The Department also actively participates in the Homeless Outreach Service Team (HOST) Program, which includes all San Gabriel Valley law enforcement agencies. HOST provides specialized outreach services to the homeless population in their respective cities. The efforts of HOST have improved public safety and successfully engaged the homeless population, resulting

in stronger relationships and enhanced trust. This trust has been earned by adhering to Community Policing principles, preserving the rights and dignity of persons experiencing homelessness in the San Gabriel Valley.

This year, the Department secured two significant grants. The first, a traffic grant from the CA Office of Traffic Enforcement (OTS), allows us to address specific traffic complaints within the community. The second, the Cannabis Tax Fund Grant Program (CTFGP) from the California Highway Patrol (CHP), supports education and enforcement related to cannabis use.

Volunteers & Reserve Police Officers

The SMPD Reserve Officers and Volunteers continue to enhance our services by handling special assignments, details, and community patrols. Their involvement significantly increases the Department's visibility and availability in the field. The Department relies heavily on their contributions, which foster a stronger connection with our community and improve overall service delivery.

Police Department Narrative – FY 2025–2026

The Police Department aligns its programs and activities each year with the City of Sierra Madre's Strategic Plan. This section provides an integrated view of the Department's Strategic Plan actions and accomplishments for FY 2024–2025, followed by projects and performance measures planned for FY 2025–2026.

Accomplishments for FY 2024/2025 – Linked to Strategic Plan Alignment

The following table highlights key accomplishment(s) from FY 2024–2025 and the specific Strategic Plan actions they advanced.

Strategic Plan Alignment	Department Strategic Action (FY 2024–2025)	FY 2024–2025 Accomplishment(s)
Goal 2 – Public Safety (PS) Objective 2.2 – Securing Sierra Madre's Safety: Sustainable Police Funding Initiative 2.2.1 – Maintain Optimal Police Department Staffing and Equipment	Maintain optimal staffing, enhance community policing, and expand regional partnerships to ensure public safety.	Maintained a low-crime environment nearly free of violent incidents, with officers responding to ~9,000 calls for service and authoring about 600 police reports. Increased officer presence through proactive foot patrols in the downtown business district, residential neighborhoods, and community meetings to strengthen trust and deter crime.
Goal 2 – Public Safety (PS) Objective 2.2 – Securing Sierra Madre's Safety: Sustainable Police Funding Initiative 2.2.1 – Maintain Optimal Police Department Staffing and Equipment	Maintain optimal staffing, enhance community policing, and expand regional partnerships to ensure public safety.	Ensured comprehensive training for all sworn and non-sworn personnel, providing numerous courses focused on communication, leadership, and problem-solving skills, while

POLICE DEPARTMENT

Strategic Plan Alignment	Department Strategic Action (FY 2024–2025)	FY 2024–2025 Accomplishment(s)
		meeting all POST mandates on time.
<p>Goal 2 – Public Safety (PS) Objective 2.2 – Securing Sierra Madre’s Safety: Sustainable Police Funding Initiative 2.2.1 – Maintain Optimal Police Department Staffing and Equipment</p>	<p>Maintain optimal staffing, enhance community policing, and expand regional partnerships to ensure public safety.</p>	<p>Assigned an officer as a hybrid detective, boosting the Detective Bureau’s ability to investigate approximately 550 assigned cases, author multiple search warrants, and secure felony and misdemeanor filings and convictions with the Los Angeles County District Attorney’s Office.</p>
<p>Goal 2 – Public Safety (PS) Objective 2.2 – Securing Sierra Madre’s Safety: Sustainable Police Funding Initiative 2.2.1 – Maintain Optimal Police Department Staffing and Equipment</p>	<p>Maintain optimal staffing, enhance community policing, and expand regional partnerships to ensure public safety.</p>	<p>Continued participation in the Taskforce for Regional Auto Theft Prevention (TRAP), addressing regional car thefts, and maintained a Memorandum of Understanding (MOU) with the Internet Crimes Against Children Taskforce (ICAC) to investigate and prosecute sex-related crimes involving minors.</p>
<p>Goal 2 – Public Safety (PS) Objective 2.2 – Securing Sierra Madre’s Safety: Sustainable Police Funding Initiative 2.2.1 – Maintain Optimal Police Department Staffing and Equipment</p>	<p>Maintain optimal staffing, enhance community policing, and expand regional partnerships to ensure public safety.</p>	<p>Expanded real-time investigative capabilities through the Memorandum of Understanding with FLOCK Safety Camera Systems, strategically placed at city entry points and high-traffic areas to capture real-time images and license plate data, enhancing the Department’s ability to protect persons and property, investigate crimes, and apprehend suspects.</p>
<p>Goal 2 – Public Safety (PS) Objective 2.2 – Securing Sierra Madre’s Safety: Sustainable Police Funding Initiative 2.2.1 – Maintain</p>	<p>Maintain optimal staffing, enhance community policing, and expand regional partnerships to ensure public safety.</p>	<p>Strengthened community partnerships through downtown foot patrols, business checks, and engaging social media outreach. Hosted events including a Health Fair, Public Safety Week, and</p>

POLICE DEPARTMENT

Strategic Plan Alignment	Department Strategic Action (FY 2024–2025)	FY 2024–2025 Accomplishment(s)
Optimal Police Department Staffing and Equipment		National Night Out, offering educational seminars and resources on public safety topics.
Goal 2 – Public Safety (PS) Objective 2.2 – Securing Sierra Madre’s Safety: Sustainable Police Funding Initiative 2.2.1 – Maintain Optimal Police Department Staffing and Equipment	Maintain optimal staffing, enhance community policing, and expand regional partnerships to ensure public safety.	Delivered Active Shooter Training sessions to city staff and community stakeholders, equipping them with lifesaving skills and reinforcing public confidence in safety preparedness.
Goal 2 – Public Safety (PS) Objective 2.2 – Securing Sierra Madre’s Safety: Sustainable Police Funding Initiative 2.2.1 – Maintain Optimal Police Department Staffing and Equipment	Maintain optimal staffing, enhance community policing, and expand regional partnerships to ensure public safety.	Supported Neighborhood Watch meetings across Sierra Madre by sharing crime prevention tips and public safety updates, enhancing residents’ knowledge and sense of security.
Goal 2 – Public Safety (PS) Objective 2.2 – Securing Sierra Madre’s Safety: Sustainable Police Funding Initiative 2.2.1 – Maintain Optimal Police Department Staffing and Equipment	Maintain optimal staffing, enhance community policing, and expand regional partnerships to ensure public safety.	Participated in the Homeless Outreach Service Team (HOST) Program with San Gabriel Valley law enforcement agencies, improving engagement and trust with persons experiencing homelessness through compassionate community policing.
Goal 2 – Public Safety (PS) Objective 2.2 – Securing Sierra Madre’s Safety: Sustainable Police Funding Initiative 2.2.1 – Maintain Optimal Police Department Staffing and Equipment	Maintain optimal staffing, enhance community policing, and expand regional partnerships to ensure public safety.	Secured two significant grants: a traffic safety grant from the California Office of Traffic Safety (OTS) to address local traffic concerns, and the Cannabis Tax Fund Grant Program (CTFGP) from the California Highway Patrol (CHP) to support cannabis education and enforcement.
Goal 2 – Public Safety (PS) Objective 2.2 – Securing Sierra Madre’s Safety: Sustainable Police Funding	Maintain optimal staffing, enhance community policing, and expand regional partnerships to ensure public safety.	Maintained active membership in the Foothill Special Enforcement Team (FSET), with Sierra Madre Police Department personnel serving as

POLICE DEPARTMENT

Strategic Plan Alignment	Department Strategic Action (FY 2024–2025)	FY 2024–2025 Accomplishment(s)
Initiative 2.2.1 – Maintain Optimal Police Department Staffing and Equipment		tactical operators, a crisis negotiator, and a dispatcher to enhance regional emergency response capabilities.
Goal 2 – Public Safety (PS) Objective 2.2 – Securing Sierra Madre’s Safety: Sustainable Police Funding Initiative 2.2.1 – Maintain Optimal Police Department Staffing and Equipment	Maintain optimal staffing, enhance community policing, and expand regional partnerships to ensure public safety.	Enhanced department services through the dedication of Reserve Police Officers and Volunteers, who supported special assignments, details, and community patrols, significantly increasing department visibility and fostering stronger community relationships.
Goal 2 – Public Safety (PS) Objective 2.5 – Enhance Emergency Preparedness and Response Initiative 2.5.1 – Enhance Critical Technology and Data Resilience	Supported planning and pre-assessments for technology and power resilience in Police facilities.	Completed an initial communications and power needs assessment and coordinated with citywide IT for resilience measures.

Looking ahead, the FY 2025–2026 Adopted Budget provides the financial resources for the Police Department to undertake new and continuing projects. The following table presents these projects and the specific outcomes they are designed to achieve in support of the City’s Strategic Plan.

Projects and Desired Outcomes for FY 2025–2026

Strategic Plan Alignment	2025–2026 Project	Desired Outcome
Goal 2 – Public Safety (PS) Objective 2.2 – Securing Sierra Madre’s Safety: Sustainable Police Funding Initiative 2.2.1 – Maintain Optimal Police Department Staffing and Equipment	Conduct a comprehensive staffing and equipment needs analysis	Ensure adequate personnel and equipment to meet evolving community safety requirements.
Goal 2 – Public Safety (PS) Objective 2.2 – Securing Sierra Madre’s Safety: Sustainable Police Funding Initiative 2.2.2 – Expand	Implement advanced de-escalation and youth engagement training	Enhance trust and positive interactions between officers and the community, reducing use-of-force incidents.

POLICE DEPARTMENT

Strategic Plan Alignment	2025–2026 Project	Desired Outcome
Community Engagement and Training		
Goal 2 – Public Safety (PS) Objective 2.2 – Securing Sierra Madre’s Safety: Sustainable Police Funding Initiative 2.2.3 – Secure Grant Funding for Specialized Enforcement Project 2.2.3A – Pursue Federal and State Funding Opportunities	Secure federal and state grants for equipment upgrades and specialized enforcement programs	Strengthen crime prevention and emergency response capabilities through targeted funding.
Goal 2 – Public Safety (PS) Objective 2.5 – Enhance Emergency Preparedness and Response Initiative 2.5.1 – Enhance Critical Technology and Data Resilience	Implement redundant communications and backup power systems in coordination with the citywide resilience plan.	Ensure uninterrupted policing and emergency communications during major incidents or power outages.
Goal 4 – Community Enrichment (CE) Objective 4.2 – Enhance Communication and Collaboration Initiative 4.2.1 – Strengthen Community Partnerships	Expand neighborhood watch and collaborative community policing initiatives	Improve public safety awareness and strengthen the partnership between the Police Department and residents.

To ensure accountability and evaluate the impact of its work, the Police Department uses clearly defined performance measures. The following table presents these indicators and demonstrates how the Department will track both its efforts and accomplishments in relation to the City’s Strategic Plan.

Performance Measures – Police Department

Performance Measure	Category	Linked Strategic Plan Alignment	Actual FY 2022–2023	Actual FY 2023–2024	Projected FY 2024–2025	Targeted FY 2025–2026
Calls for Service	Output	Goal 2 – Public Safety, Objective 2.2 – Securing Sierra Madre’s Safety: Sustainable Police Funding, Initiative 2.2.1 – Maintain	8,900	9,000	9,000	9,100

POLICE DEPARTMENT

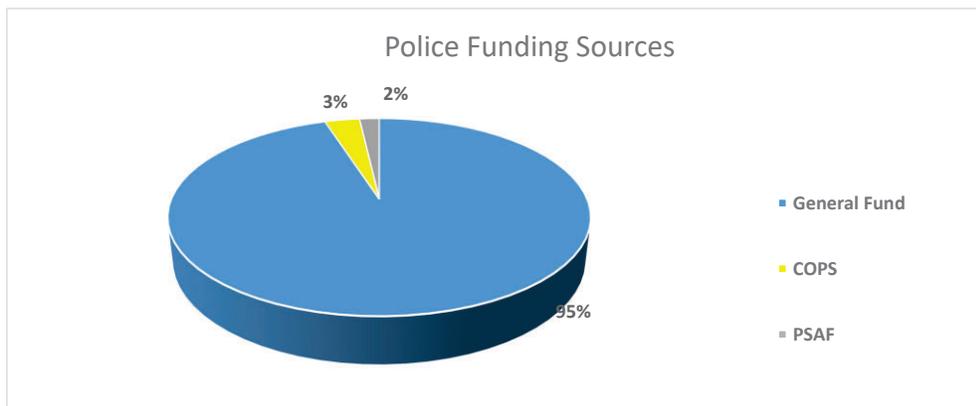
Performance Measure	Category	Linked Strategic Plan Alignment	Actual FY 2022–2023	Actual FY 2023–2024	Projected FY 2024–2025	Targeted FY 2025–2026
		Optimal Police Department Staffing and Equipment				
Police Reports Authored	Output	Goal 2 – Public Safety, Objective 2.2 – Securing Sierra Madre’s Safety: Sustainable Police Funding, Initiative 2.2.1 – Maintain Optimal Police Department Staffing and Equipment	620	600	600	610
Investigations Completed	Output	Goal 2 – Public Safety, Objective 2.2 – Securing Sierra Madre’s Safety: Sustainable Police Funding, Initiative 2.2.1 – Maintain Optimal Police Department Staffing and Equipment	540	550	550	560
Community Engagement Meetings/Events	Output	Goal 4 – Community Enrichment, Objective 4.2 – Enhance Communication and Collaboration, Initiative 4.2.1 – Strengthen Community Partnerships	85	90	95	100
Traffic Collision Calls	Output	Goal 2 – Public Safety, Objective 2.2 – Securing Sierra Madre’s Safety: Sustainable Police Funding, Initiative 2.2.1 – Maintain Optimal Police Department	140	150	150	155

POLICE DEPARTMENT

Performance Measure	Category	Linked Strategic Plan Alignment	Actual FY 2022–2023	Actual FY 2023–2024	Projected FY 2024–2025	Targeted FY 2025–2026
		Staffing and Equipment				

EXPENDITURE CATEGORY	FY 2023-24 ACTUALS	FY 2024-2025 ADOPTED	FY 2024-2025 AMENDED	FY 2025-2026 ADOPTED
POLICE				
Personnel	4,646,679	5,098,000	5,098,000	4,982,273
Maintenance & Operations	480,428	475,800	475,800	486,727
Capital Outlay	69,095	-	-	-
TOTAL POLICE DEPARTMENT	5,196,202	5,573,800	5,573,800	5,469,000

FUND TYPE	FY 2023-24 ACTUALS	FY 2024-2025 ADOPTED	FY 2024-2025 AMENDED	FY 2025-2026 ADOPTED
GENERAL FUND				
Personnel	4,480,838	4,818,400	4,818,400	4,782,000
Maintenance & Operations	379,538	406,700	406,700	416,000
Capital Outlay	-	-	-	-
TOTAL GENERAL FUND	4,860,376	5,225,100	5,225,100	5,198,000
COPS FUND				
Personnel	58,788	125,800	173,700	102,273
Maintenance & Operations	60,890	69,100	69,100	70,727
TOTAL COPS FUND	119,678	194,900	242,800	173,000
PSAF FUND				
Personnel	107,053	153,800	105,900	98,000
TOTAL PSAF FUND	107,053	153,800	105,900	98,000
CAPITAL PROJECTS FUND				
Maintenance & Operations	40,000	-	-	-
Capital Outlay	69,095	-	-	-
TOTAL CAPITAL PROJECTS FUND	109,095	-	-	-
TOTAL POLICE DEPARTMENT	5,196,202	5,573,800	5,573,800	5,469,000



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City of Sierra Madre

Village of the Foothills

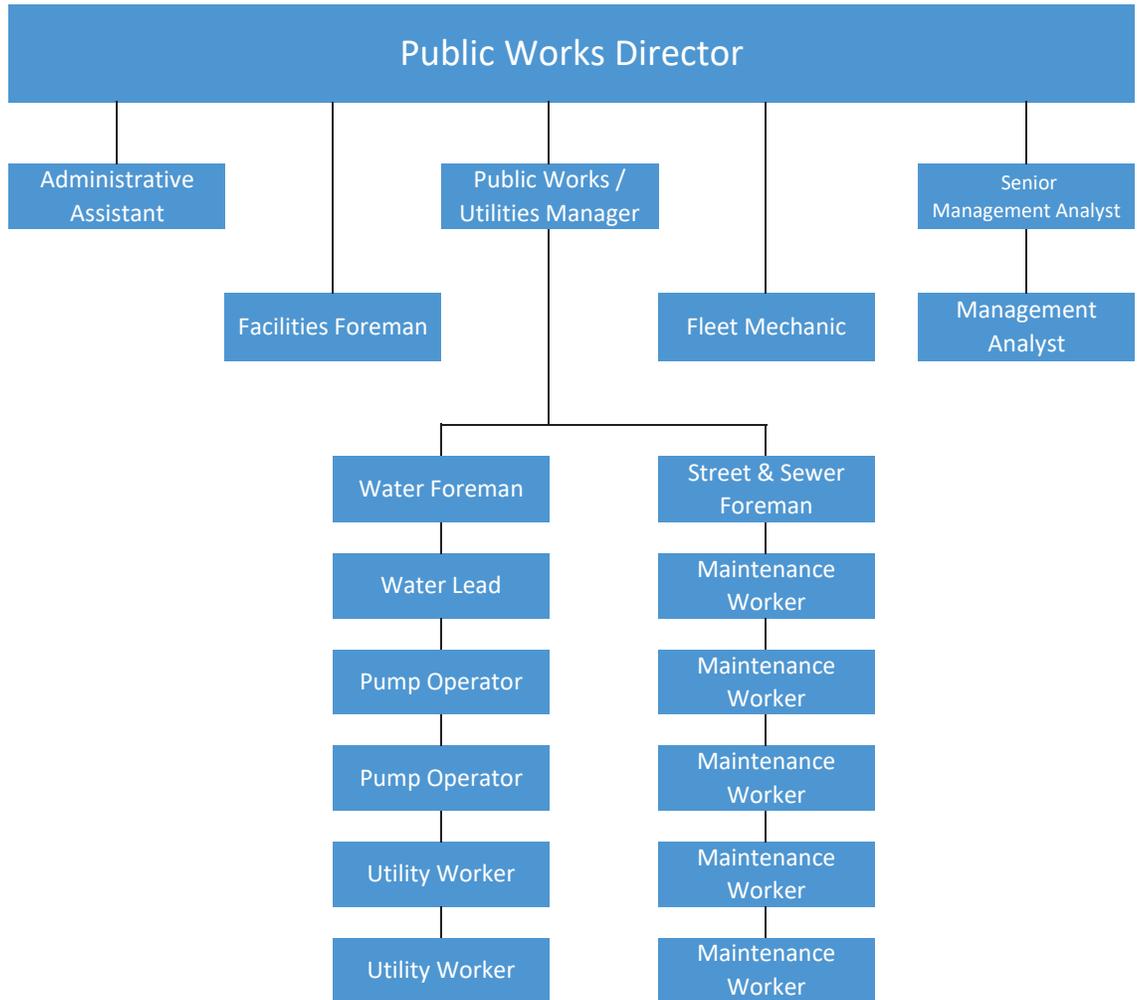


Public Works Department

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Public Works



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Department Overview

The Public Works Department (PW) consists of eighteen (18) full time employees; three full time positions are currently vacant. The Department is responsible for the maintenance of all City infrastructure, including streets, storm drains, maintenance of all city buildings, park and landscape contract, city owned trees, and the City's vehicle fleet. Staff's responsibility extends to various environmental compliance efforts, including stormwater quality, air quality, solid waste landfill diversion programs, and local wildlife and tree protection codes. PW staff administers the City's contracts for Public Works projects, engineering services, solid waste disposal, street sweeping, transportation, ground maintenance, facility maintenance, Community Development Block Grants (CDBG), and tree trimming services. PW staff is also the primary contact for the So. Cal. Gas Company, Southern California Edison, Clean Power Alliance, Athens Services, Spectrum Cable, and Frontier Communication Service.

The Department at City Hall, under the direction of Director Arnulfo Yanez, with the assistance of support staff, the Public Works office is continuing to complete important engineering projects and supporting the other departments with their facility needs and events. The PW Department is always looking for ways to improve the department and utilize our skills to the benefit of our residents, businesses, and visitors.

Board/Committee Liaisons

The Public Works Staff serves as liaison to the:

- Energy, Environment and Natural Resources Commission
- City Council - Water Sub-Committee
- COG Water Resources Committee
- Los Angeles Regional Agency (Solid Waste)
- Los Angeles Permit Group (Stormwater)
- Rio Hondo/San Gabriel Water Quality Group
- Sierra Madre Environmental Action Council
- Clean Power Alliance

Public Works Mission Statement

We are dedicated to delivering quality customer service to our community. As a team, we strive to update services in response to changing needs. We are committed to providing all services in a manner that is professional, courteous, cost-effective, efficient, and understanding.

Public Works Department Narrative – FY 2025–2026

The Public Works Department provides essential services that maintain and improve Sierra Madre's streets, sidewalks, storm drains, parks and public infrastructure. In partnership with the Energy, Environment and Natural Resources Commission, the City Council's Water Sub-Committee and regional agencies, the department manages city-owned facilities, trees and vehicles, oversees construction contracts, supports

PUBLIC WORKS DEPARTMENT

environmental compliance and solid-waste programs, and ensures that residents have safe, accessible and sustainable public spaces. This section provides an integrated view of the Department’s Strategic Plan actions and accomplishments for FY 2024–2025, followed by projects and performance measures planned for FY 2025–2026.

Accomplishments for FY 2024/2025 – Linked to Strategic Plan Alignment

The following table highlights key accomplishment(s) from FY 2024–2025 and the specific Strategic Plan actions they advanced. These accomplishments demonstrate how the department’s work continues to support citywide goals for infrastructure resilience, environmental stewardship, and community well-being.

Strategic Plan Alignment	Department Strategic Action (FY 2024–2025)	FY 2024–2025 Accomplishment(s)
Goal 3 – Infrastructure & Growth Management (IG) Objective 3.1 – Strategically Align Infrastructure Improvements with Population Growth Initiative IG 3.1.5 – Street Maintenance & Pavement Condition Index (PCI) Improvement	Conduct annual street rehabilitation and resurfacing program.	Completed significant street resurfacing projects; improved PCI ratings; extended roadway life.
Goal 3 – Infrastructure & Growth Management (IG) Objective 3.1 – Strategically Align Infrastructure Improvements with Population Growth Initiative IG 3.1.5 – Street Maintenance & Pavement Condition Index (PCI) Improvement	Provide traffic control and site preparation for civic events.	Supported City events with timely street closures, traffic control, and site preparation.
Goal 3 – Infrastructure & Growth Management (IG) Objective 3.1 – Strategically Align Infrastructure Improvements with Population Growth Initiative IG 3.1.5 – Street Maintenance & Pavement Condition Index (PCI) Improvement	Execute multi-year street improvement program using state and federal funding.	Continued state and federal funded street improvements.
Goal 3 – Infrastructure & Growth Management (IG) Objective 3.1 – Strategically Align	Resurface Sierra Keys Avenue.	Completed Sierra Keys Avenue Street Resurfacing Project.

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Strategic Plan Alignment	Department Strategic Action (FY 2024–2025)	FY 2024–2025 Accomplishment(s)
<p>Infrastructure Improvements with Population Growth Initiative IG 3.1.5 – Street Maintenance & Pavement Condition Index (PCI) Improvement</p>		
<p>Goal 3 – Infrastructure & Growth Management (IG) Objective 3.1 – Strategically Align Infrastructure Improvements with Population Growth Initiative IG 3.1.5 – Street Maintenance & Pavement Condition Index (PCI) Improvement</p>	<p>Partner with Los Angeles County on bridge preventive maintenance.</p>	<p>Continued the Bridge Preventive Maintenance Program with L.A. County Public Works.</p>
<p>Goal 3 – Infrastructure & Growth Management (IG) Objective 3.1 – Strategically Align Infrastructure Improvements with Population Growth Initiative IG 3.1.4 – Sidewalk Infrastructure Improvement</p>	<p>Prioritise ADA-compliant sidewalk repairs using audit data.</p>	<p>Repaired high-risk sidewalks; enhanced walkability and accessibility.</p>
<p>Goal 3 – Infrastructure & Growth Management (IG) Objective 3.1 – Strategically Align Infrastructure Improvements with Population Growth Initiative IG 3.1.4 – Sidewalk Infrastructure Improvement</p>	<p>Deliver downtown sidewalk enhancements and water-main upgrades.</p>	<p>Completed Downtown Sidewalk Enhancement and Water Main Street Project.</p>
<p>Goal 5 – Environmental Responsibility (ER) Objective 5.2 – Environmental Compliance & Greenhouse Gas Reduction Initiative ER 5.2.1 – Maintain Stormwater-Quality Compliance (NPDES/MS4)</p>	<p>Maintain storm drain system and meet NPDES permit requirements.</p>	<p>Maintained storm drains; prevented flooding; ensured water-quality standards.</p>

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Strategic Plan Alignment	Department Strategic Action (FY 2024–2025)	FY 2024–2025 Accomplishment(s)
Goal 5 – Environmental Responsibility (ER) Objective 5.2 – Environmental Compliance & Greenhouse Gas Reduction Initiative ER 5.2.2 – Recycling Education & Landfill Diversion	Deliver compost giveaways and Christmas-tree recycling with Athens Services.	Held two compost-giveaway events and a citywide Christmas-tree recycling program.
Goal 5 – Environmental Responsibility (ER) Objective 5.2 – Environmental Compliance & Greenhouse Gas Reduction Initiative ER 5.2.2 – Recycling Education & Landfill Diversion	Collaborate with Clean Power Alliance on renewable-energy programs.	Advanced development of the City’s Clean Power Alliance renewable-energy program.
Goal 5 – Environmental Responsibility (ER) Objective 5.1 – Water Conservation & Sustainability Initiative ER 5.1.1 – Water-System Reliability	Replace ageing water mains and coordinate with sidewalk projects.	Completed the Sierra Keys Avenue Water Main Replacement Project and integrated upgrades with sidewalk enhancements.
Goal 3 – Infrastructure & Growth Management (IG) Objective 3.4 – Parks, Trails & Open Space Initiative IG 3.4.1 – Parks & Facilities Improvements	Enhance playground and park facilities.	Completed the Sierra Vista Park Playground Enhancement Project.

Projects and Desired Outcomes for FY 2025–2026

Looking ahead, the FY 2025–2026 Adopted Budget provides the financial resources for the Public Works Department to undertake new and continuing projects. The next table presents these projects and the specific outcomes they are designed to achieve in support of the City’s Strategic Plan.

Strategic Plan Alignment	2025–2026 Project	Desired Outcome
Goal 3 – Infrastructure & Growth Management (IG) Objective 3.1 – Strategically Align Infrastructure Improvements with Population Growth Initiative IG 3.1.5 – Street	Project 3.1.5A – Annual Street Rehabilitation Program – Continues the City’s coordinated street maintenance program with annual overlays, slurry sealing, and utility	Improve pavement conditions and extend the lifecycle of existing roadways, achieving higher PCI standards citywide.

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Strategic Plan Alignment	2025–2026 Project	Desired Outcome
Maintenance & Pavement Condition Index (PCI) Improvement	coordination to preserve and extend roadway life.	
Goal 5 – Environmental Responsibility (ER) Objective 5.2 – Environmental Compliance & Greenhouse Gas Reduction Initiative ER 5.2.1 – Maintain Stormwater-Quality Compliance (NPDES/MS4)	Stormwater Quality Compliance Project – Implements inspections, drainage maintenance, and best management practices to meet NPDES/MS4 permit requirements and safeguard local water quality.	Ensure continued compliance with stormwater-quality mandates to protect local water bodies.
Goal 5 – Environmental Responsibility (ER) Objective 5.2 – Environmental Compliance & Greenhouse Gas Reduction Initiative ER 5.2.2 – Recycling Education & Landfill Diversion	Recycling & Landfill Diversion Expansion Project – Expands community education and service options to boost recycling, composting, and other landfill-diversion activities, lowering greenhouse-gas emissions.	Improve solid-waste diversion rates and increase public awareness of sustainability initiatives.
Goal 3 – Infrastructure & Growth Management (IG) Objective 3.1 – Strategically Align Infrastructure Improvements with Population Growth Initiative IG 3.1.5 – Street Maintenance & Pavement Condition Index (PCI) Improvement	Preventive Maintenance Project – Performs proactive inspections, repairs, and structural reinforcements in partnership with Los Angeles County to keep City streets and pavement safe and extend their service life.	Ensure structural integrity and public safety through preventive bridge maintenance.

Performance Measures – Public Works Department

To ensure accountability and evaluate the impact of its work, the Public Works Department uses clearly defined performance measures. The following table presents these indicators and demonstrates how the Department will track both its efforts and accomplishments in relation to the City’s Strategic Plan.

Performance Measure	Category	Linked Strategic Plan Alignment	Actual FY 2022–2023	Actual FY 2023–2024	Projected FY 2024–2025	Targeted FY 2025–2026
Potholes repaired	Output	Goal 3 – IG 3.1.5 – Street Maintenance & Pavement	830	440	500	550

PUBLIC WORKS DEPARTMENT

Performance Measure	Category	Linked Strategic Plan Alignment	Actual FY 2022–2023	Actual FY 2023–2024	Projected FY 2024–2025	Targeted FY 2025–2026
		Condition Index (PCI) Improvement				
Streets resurfaced (sq. ft)	Output	Goal 3 – IG 3.1.5 – Street Maintenance & Pavement Condition Index (PCI) Improvement	140,000	55,000	100,000	120,000
Streets slurry sealed (sq. ft)	Output	Goal 3 – IG 3.1.5 – Street Maintenance & Pavement Condition Index (PCI) Improvement	27,000	1,000	50,000	75,000
New sidewalk installed (sq. ft)	Output	Goal 3 – IG 3.1.4 – Sidewalk Infrastructure Improvement	2,000	3,700	1,000	2,500
Damaged sidewalk replaced (sq. ft)	Output	Goal 3 – IG 3.1.4 – Sidewalk Infrastructure Improvement	2,000	500	1,000	2,000
Temporary sidewalk repairs	Output	Goal 3 – IG 3.1.4 – Sidewalk Infrastructure Improvement	50	50	100	100
Curb and gutter repaired/replaced (linear ft.)	Output	Goal 3 – IG 3.1.5 – Street Maintenance & Pavement Condition Index (PCI) Improvement	100	100	500	600
Public Works service requests resolved (each)	Process	Goal 3 – IG 3.1.5 – Street Maintenance & Pavement Condition Index (PCI) Improvement	206	275	300	325
Encroachment applications processed (each)	Process	Goal 3 – IG 3.1.5 – Street Maintenance & Pavement	94	117	100	110

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Performance Measure	Category	Linked Strategic Plan Alignment	Actual FY 2022–2023	Actual FY 2023–2024	Projected FY 2024–2025	Targeted FY 2025–2026
		Condition Index (PCI) Improvement				
Excavation applications processed	Process	Goal 3 – IG 3.1.5 – Street Maintenance & Pavement Condition Index (PCI) Improvement	16	12	15	15
Grading plan checks completed	Process	Goal 3 – IG 3.1.5 – Street Maintenance & Pavement Condition Index (PCI) Improvement	25	20	25	25
Trees trimmed	Output	Goal 3 – IG 3.1.5 – Street Maintenance & Pavement Condition Index (PCI) Improvement	47	45	50	60
Trees removed	Output	Goal 3 – IG 3.1.5 – Street Maintenance & Pavement Condition Index (PCI) Improvement	15	30	10	10
Trees planted	Output	Goal 3 – IG 3.1.5 – Street Maintenance & Pavement Condition Index (PCI) Improvement	15	24	25	30
Trees inspected	Output	Goal 3 – IG 3.1.5 – Street Maintenance & Pavement Condition Index (PCI) Improvement	50	68	50	60
Private tree trim/removal permits issued	Output	Goal 3 – IG 3.1.5 – Street Maintenance & Pavement Condition	7	8	7	8

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Performance Measure	Category	Linked Strategic Plan Alignment	Actual FY 2022–2023	Actual FY 2023–2024	Projected FY 2024–2025	Targeted FY 2025–2026
		Index (PCI) Improvement				
Stormwater samples taken	Output	Goal 5 – ER 5.2.1 – Maintain Stormwater-Quality Compliance (NPDES/MS4)	2	0	2	2
Community events set up/supported	Output	Goal 3 – IG 3.1.5 – Street Maintenance & Pavement Condition Index (PCI) Improvement	20	15	25	30

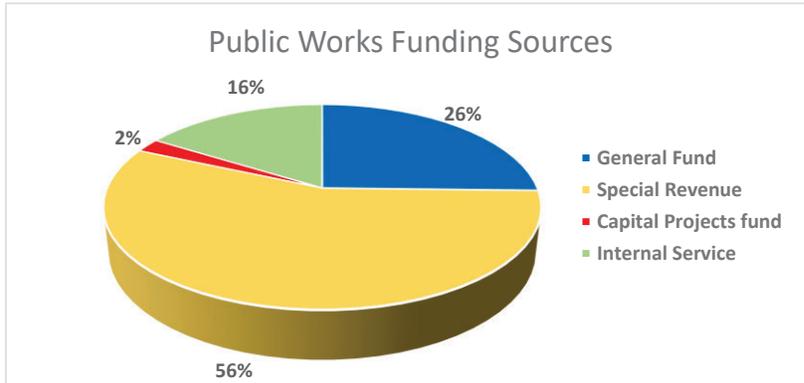
PUBLIC WORKS DEPARTMENT

EXPENDITURE CATEGORY	FY 2023-24 ACTUALS	FY 2024-2025 ADOPTED	FY 2024-2025 AMENDED	FY 2025-2026 ADOPTED
PUBLIC WORKS				
Personnel	815,873	902,100	902,100	984,000
Maintenance & Operations	1,556,400	1,964,500	2,139,500	2,258,200
Capital Outlay	1,851,529	3,222,807	3,222,807	3,991,818
Investment in Capital Assets	208,073	147,500	147,500	102,000
TOTAL PUBLIC WORKS DEPARTMENT	4,431,875	6,236,907	6,411,907	7,336,018

FUND TYPE	FY 2023-24 ACTUALS	FY 2024-2025 ADOPTED	FY 2024-2025 AMENDED	FY 2025-2026 ADOPTED
GENERAL FUND				
Personnel	382,510	434,450	434,450	540,000
Maintenance & Operations	192,460	258,000	433,000	422,000
Capital Outlay	-	-	-	900,000
TOTAL GENERAL FUND	574,970	692,450	867,450	1,862,000
ARPA				
Capital Outlay	701,088	1,297,605	1,297,605	360,000
TOTAL ARPR FUND	701,088	1,297,605	1,297,605	360,000
ASSESSMENTS				
Maintenance & Operations	115,460	135,200	135,200	177,000
Capital Outlay	187,375	73,500	73,500	174,000
TOTAL ASSESSMENTS FUND	302,835	208,700	208,700	351,000
GAS TAX FUND				
Personnel	174,617	195,850	195,850	204,000
Maintenance & Operations	63,670	61,500	61,500	67,000
Capital Outlay	10,944	68,700	68,700	144,000
TOTAL GAS TAX FUND	249,231	326,050	326,050	415,000
MEASURE R FUND				
Maintenance & Operations	19,000	-	-	-
Capital Outlay	320,000	189,000	189,000	369,000
TOTAL MEASURE R FUND	339,000	189,000	189,000	369,000
MEASURE M FUND				
Capital Outlay	132,165	214,000	214,000	439,000
TOTAL MEASURE M FUND	132,165	214,000	214,000	439,000
PROP A FUND				
Personnel	1,936	2,000	2,000	-
Maintenance & Operations	187,080	229,000	229,000	404,000
TOTAL PROP A FUND	189,016	231,000	231,000	404,000
PROP C FUND				
Maintenance & Operations	2,500	2,800	2,800	3,200
Capital Outlay	300,000	249,200	249,200	498,000
TOTAL PROP C FUND	302,500	252,000	252,000	501,200
RMRA FUND				
Capital Outlay	39,957	286,000	286,000	509,000
TOTAL RMRA FUND	39,957	286,000	286,000	509,000

PUBLIC WORKS DEPARTMENT

FUND TYPE	FY 2023-24 ACTUALS	FY 2024-2025 ADOPTED	FY 2024-2025 AMENDED	FY 2025-2026 ADOPTED
OTHER SPECIAL REVENUE FUND				
Maintenance & Operations	197,266	320,000	320,000	341,000
Capital Outlay	-	511,602	511,602	438,818
TOTAL OTHER SPECIAL REVENUE FUND	197,266	831,602	831,602	779,818
CAPITAL PROJECTS FUND				
Capital Outlay	160,000	333,200	333,200	160,000
TOTAL CAPITAL PROJECTS FUND	160,000	333,200	333,200	160,000
INTERNAL SERVICES FUND-FLEET				
Personnel	154,935	169,100	169,100	146,000
Maintenance & Operations	271,128	354,000	354,000	352,000
Investment in Capital Assets	105,986	20,000	20,000	-
TOTAL INTERNAL SERVICES FUND-FLEET	532,049	543,100	543,100	498,000
INTERNAL SERVICES FUND-FACILITIES				
Personnel	101,875	100,700	100,700	94,000
Maintenance & Operations	507,836	604,000	604,000	492,000
Investment in Capital Assets	102,087	127,500	127,500	102,000
TOTAL INTERNAL SERVICES FUND-FACILITIES	711,798	832,200	832,200	688,000
TOTAL PUBLIC WORKS DEPARTMENT	4,431,875	6,236,907	6,411,907	7,336,018



City of Sierra Madre

Village of the Foothills



Utility Services Department

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Department Overview

The Utility Services Department provides high-quality drinking water and sewer system maintenance to approximately 11,100 residents within the boundaries of The City of Sierra Madre. The department consists of 8 (Eight) full time employees.

Water Supply:

The Utilities Department continues to diversify its water supply portfolio to ensure a reliable water supply during drought, regulatory constraints, and emergencies. Water rights account for approximately 45 percent of the City’s water from our local groundwater aquifer. An additional 55 percent of the City’s supply is imported from the San Gabriel Valley Municipal Water District. Imported water is allowed to percolate into the ground where it supplements our local groundwater aquifer. Water is produced by four groundwater wells and one natural spring. In total the department produces approximately 680-750 million gallons of water each year. Water is distributed through a network of over 55 miles of distribution mains to over 3,800 metered connections.

Sewer Operations:

The Utility Services Department maintains approximately 186,000 feet of sewer mains and 833 sewer manholes. Personnel provides preventive maintenance services, repairs, engineering evaluations of sewer facilities, and administer the city sewer ordinances, and sewer construction programs. The Department also approves all new service connections to the sewer system.

Board/Committee Liaisons

The Department serves as a liaison to the:

- City Council Water Sub-Committee
- San Gabriel Valley Municipal Water District
- Raymond Basin Management Board (Board of Directors)

Utility Services Department Mission Statement

We are dedicated to delivering quality customer service to our community. As a team, we strive to update services in response to changing needs. We are committed to providing all services in a manner that is professional, courteous, cost-effective, efficient, and understanding.

Strategic Plan Alignment	Department Strategic Actions
<p>Goal 3 – Infrastructure and Growth Management Objective 3.1 – Strategically Align Infrastructure Improvements with Population Growth Initiative IG 3.1.5 – Enhance and Sustain Street Maintenance Initiative IG 3.1.4 – Improve and Maintain Sidewalk Infrastructure</p>	<p>Continue water main replacements, sewer system rehabilitation, and collaboration with regional water partners to ensure long-term sustainability of the City’s water and sewer systems.</p>

UTILITY SERVICES DEPARTMENT

Strategic Plan Alignment	Department Strategic Actions
Goal 5 – Environmental Responsibility Objective 5.1 – Strengthen Water Conservation and Sustainability Programs Initiative ER 5.1.1 – Implement Water Efficiency Programs	Execute continued water conservation efforts including public outreach, expanded Advanced Metering Infrastructure (AMI) technology, and compliance with State mandates on drought resilience.

Accomplishments FY 2024/2025

Strategic Plan Alignment	2024–2025 Accomplishments
Goal 3 – Infrastructure and Growth Management Objective 3.1	<ul style="list-style-type: none"> • Imported 1,130 acre-feet of water for groundwater recharge. • Repaired 457 water leaks and installed over 1,600 linear foot (LF) of new mainline. • Inspected and logged 20,000 LF of sewer lines; cleaned 65,000 LF of sewer mains. • Sustained the improved groundwater levels achieved in the previous year. • Updated the City’s Consumer Confidence Report. • Upgrade of SCADA battery system • Inspected and Cleaned all City reservoirs. • Change out GAC filter A-side media
Goal 5 – Environmental Responsibility Objective 5.1	<ul style="list-style-type: none"> • Continued water conservation programs and compliance monitoring. • Removed and replaced 190 of the oldest water meters with new, high-accuracy models (99% accuracy). • Achieved 1001 user registrations on the Sensus Analytics Advanced Metering Infrastructure (AMI) Customer Portal.

Projects and Desired Outcomes for FY 2025-2026

Strategic Plan Alignment	2025–2026 Project and Desired Outcome
Goal 3 – Infrastructure and Growth Management Objective 3.1	<p>Project: Complete Tunnel Lining and Water Treatment Enhancements. Desired Outcome: Improve water quality and infrastructure resiliency by enhancing tunnel water systems.</p> <p>Project: New Emergency Generator at Main Facility. Desired Outcome: Ensure continuous water system operations during power outages and emergencies.</p> <p>Project: Rehabilitate WELL 4. Desired Outcome: Modernize well infrastructure to increase reliability and reduce maintenance costs.</p>

UTILITY SERVICES DEPARTMENT

Strategic Plan Alignment	2025–2026 Project and Desired Outcome
	Project: Continue Water Conservation Activities. Desired Outcome: Sustain per capita water use reductions in compliance with State regulations.
Goal 5 – Environmental Responsibility Objective 5.1	Project: Change-out granular activated carbon (GAC) Filter B-side Media. Desired Outcome: Improve drinking water quality and meet updated State and Federal standards. Project: Clean 75% of sewer system and camera-inspect 25%. Desired Outcome: Maintain sewer system functionality and reduce environmental contamination risks.

Performance Measures – Sewer Division

The Sewer Division’s performance measures for FY 2025–2026 align with Goal 3 – Infrastructure and Growth Management of the City’s Strategic Plan. These measures support initiatives aimed at sustaining the City’s sewer infrastructure, ensuring compliance with regulatory standards, and minimizing environmental risks through proactive system maintenance and inspection.

Performance Measure	Actual FY 2022–2023	Actual FY 2023–2024	Projected FY 2024–2025	Targeted FY 2025–2026
Sewer Mains Cleaned (LF) [IG 3.1.5]	103,000	100,000	65,000	100,000
Manholes Inspected [IG 3.1.5]	259	250	130	250
Camera Inspection (LF) [IG 3.1.5]	30,000	30,000	18,000	30,000

Performance Measures – Water Division

The Water Division’s performance measures for FY 2025–2026 align with Goal 3 – Infrastructure and Growth Management and Goal 5 – Environmental Responsibility of the City’s Strategic Plan. These measures support initiatives focused on improving water system reliability, enhancing distribution system maintenance, and advancing customer access to water conservation technologies.

Performance Measure	Actual FY 2022–2023	Actual FY 2023–2024	Projected FY 2024–2025	Targeted FY 2025–2026
Distribution Main Replaced (LF) [IG 3.1.5]	5,000	2,150	2,500	3,000
Repaired Service Leaks [IG 3.1.5]	68	79	80	85

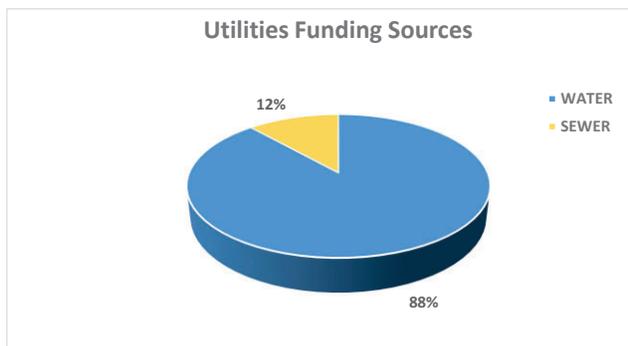
UTILITY SERVICES DEPARTMENT

Performance Measure	Actual FY 2022–2023	Actual FY 2023–2024	Projected FY 2024–2025	Targeted FY 2025–2026
Repaired Mainline Leaks [IG 3.1.5]	338	284	390	300
Valves Exercised [IG 3.1.5]	350	252	250	300
Hydrants Flushed [IG 3.1.5]	360	360	360	360
Meters Replaced [IG 3.1.5, ER 5.1.1]	400	195	190	200
Advanced Metering Infrastructure (AMI) Radios Installed (Replacement) [ER 5.1.1]	15	7	10	10
New Services Installed [IG 3.1.5]	10	12	10	12
Water Produced (Gallons) [IG 3.1.5]	780 MG	695 MG	780 MG	750 MG
Water Spreading (Acre Feet) [IG 3.1.5, ER 5.1.1]	1,524 AF	1,135 AF	1,300 AF	1,300 AF

UTILITY SERVICES DEPARTMENT

EXPENDITURE CATEGORY	FY 2023-24 ACTUALS	FY 2024-2025 ADOPTED	FY 2024-2025 AMENDED	FY 2025-2026 ADOPTED
UTILITIES				
Personnel	1,765,122	1,843,950	1,843,950	1,863,000
Maintenance & Operations	2,029,791	2,458,300	2,458,300	2,829,900
Interest expense	186,395	173,497	173,497	158,000
Cost allocations	1,290,570	801,600	801,600	966,455
Other expenses	14,149	22,900	94,900	31,000
Capital Outlay	1,231,739	1,834,800	1,884,800	2,402,000
Debt Payment	376,061	659,722	659,722	674,000
TOTAL UTILITY SERVICES DEPARTMENT	6,893,827	7,794,769	7,916,769	8,924,355

FUND TYPE	FY 2023-24 ACTUALS	FY 2024-2025 ADOPTED	FY 2024-2025 AMENDED	FY 2025-2026 ADOPTED
WATER FUND				
Personnel	1,176,738	1,231,050	1,231,050	\$1,262,000
Maintenance & Operations	1,958,970	2,331,700	2,331,700	\$2,670,900
Interest Expense	186,395	173,497	173,497	\$158,000
Cost allocations	905,780	504,700	504,700	\$701,640
Other expenses	8,341	12,700	73,700	\$17,000
Capital Outlay	1,231,739	1,634,800	1,634,800	\$2,402,000
Debt Payment	376,061	659,722	659,722	\$674,000
TOTAL WATER FUND	5,844,024	6,548,169	6,609,169	7,885,540
SEWER FUND				
Personnel	588,384	612,900	612,900	601,000
Maintenance & Operations	70,821	126,600	126,600	159,000
Cost allocations	384,790	296,900	296,900	264,815
Other expenses	5,808	10,200	21,200	14,000
Capital Outlay	-	200,000	250,000	-
TOTAL SEWER FUND	1,049,803	1,246,600	1,307,600	1,038,815
TOTAL UTILITY SERVICES DEPARTMENT	6,893,827	7,794,769	7,916,769	8,924,355



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City of Sierra Madre

Village of the Foothills



Debt and Capital Expenditures Budget

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Debt Management

As of FY 2025–26, the City of Sierra Madre has no outstanding general obligation bonds and therefore no debt subject to voter-approved ad valorem taxes. The City does, however, maintain two long-term obligations used exclusively for water-system capital improvements.

Current Debt Obligations

The City maintains two long-term obligations:

Obligation	Original Principal	Interest Rate	Maturity	FY 2025-26 Scheduled Principal	Purpose
2017 Water Installment Agreement	\$6,761,977	Fixed 3.25 %	Oct 31, 2033	\$403,878.20 (semi-annual payments)	Refinancing of 1998A & 2003 Water Bonds
San Gabriel Valley Municipal Water District Loan	\$2,700,000 (drawn to \$2,160,000)	0 %	10 years after project completion	\$270,000 (annual)	Water-main infrastructure replacement

Legal Debt Limit Margin

California Government Code § 43605 limits a city’s general obligation bonded indebtedness to 15 % of the adjusted assessed valuation (which equals 25 % of the County Assessor’s certified roll). The City’s FY 2023-24 calculation demonstrates the available borrowing margin:

City of Sierra Madre – Fiscal Years Ended June 30, 2022 through 2024

Fiscal Year	Assessed Valuation	Conversion %	Adjusted Assessed Value	Debt Limit %	Debt Limit	Legal Debt Margin
2021–22	\$2,664,947,663	25%	\$666,236,916	15%	\$99,935,537	\$99,935,537
2022–23	\$2,870,807,831	25%	\$717,701,958	15%	\$107,655,294	\$107,655,294
2023–24	\$3,037,071,678	25%	\$759,267,920	15%	\$113,890,188	\$113,890,188

Because Sierra Madre has no general obligation bonds outstanding, its entire statutory borrowing capacity remains available. Coverage requirements for revenue-backed debt are likewise met: the Water Enterprise Fund’s revenues fully support the scheduled payments for the 2017 Water Installment Agreement and the zero-interest San Gabriel Valley loan.



2017 Water Installment Agreement Amortization Schedule

The table below outlines scheduled payments through maturity:

Payment Date	Installment Payment	Interest	Principal	Remaining Balance
10/31/2025	\$280,876.42	\$80,738.56	\$200,137.86	\$3,737,673
4/30/2026	\$280,376.08	\$76,635.74	\$203,740.34	\$3,533,933
10/31/2026	\$279,866.73	\$72,459.06	\$207,407.67	\$3,326,525
4/30/2027	\$279,348.20	\$68,207.20	\$211,141.00	\$3,115,384
10/31/2027	\$278,820.35	\$63,878.81	\$214,941.54	\$2,900,443
4/30/2028	\$278,283.00	\$59,472.51	\$218,810.49	\$2,681,632
10/31/2028	\$277,735.98	\$54,986.90	\$222,749.08	\$2,458,883
4/30/2029	\$277,179.10	\$50,420.54	\$226,758.56	\$2,232,125
10/31/2029	\$276,612.21	\$45,771.99	\$230,840.22	\$2,001,284
4/30/2030	\$276,035.11	\$41,039.77	\$234,995.34	\$1,766,289

San Gabriel Valley Municipal Water District Loan Amortization Schedule

Fiscal Year	Payment	Principal Reduction	Remaining Balance
FY23-24	\$270,000	\$270,000	\$2,160,000
FY24-25	\$270,000	\$270,000	\$1,890,000
FY25-26	\$270,000	\$270,000	\$1,620,000
FY26-27	\$270,000	\$270,000	\$1,350,000
FY27-28	\$270,000	\$270,000	\$1,080,000
FY28-29	\$270,000	\$270,000	\$810,000
FY29-30	\$270,000	\$270,000	\$540,000
FY30-31	\$270,000	\$270,000	\$270,000
FY31-32	\$270,000	\$270,000	\$0



Effect of Existing Debt on Current Operations

All debt service is budgeted within the Water Enterprise Fund and financed by water-system user fees. No transfers from the General Fund are required, and no property-tax-backed debt exists. This structure insulates core municipal services from debt-related expenditure risk and supports the City Council's long-standing policy of conservative fiscal management.

Bond Ratings and Purpose Disclosure

Because the City has not issued any publicly traded bonds, no ratings from Moody's Investors Service, Inc. (Moody's), Fitch Ratings, Inc. (Fitch), or Standard & Poor's Global Ratings (S&P) are applicable. Each obligation's purpose of refinancing prior water bonds or funding water-main replacements is disclosed in the adopted budget and in this policy.

Compliance and Reporting

The Finance Department updates the legal debt margin and amortization schedules annually and submits required reports to the California Debt and Investment Advisory Commission (CDIAC) in accordance with Government Code § 8855. Any future debt issuance will continue to observe the City's policy standards, including term limits tied to asset life, prohibition of variable-rate debt without Council approval, and a minimum 3 % net-present-value savings for refunding.

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FY 25-26 Capital Improvement Program (CIP)

A. Definition of Capital Expenditures

For the City of Sierra Madre, capital expenditures are outlays for the acquisition, construction, replacement, or major repair of physical assets with a useful life exceeding one year and a minimum capitalization threshold of \$5,000 per asset. This includes infrastructure, facilities, equipment, and major technology investments, whether financed through the operating budget or a separate capital budget.

B. INFORMATION TECHNOLOGY – TECHNOLOGY INFRASTRUCTURE MAINTENANCE

B1.1 - PROJECT DESCRIPTION: *Police Department Data Center Refresh* – Upgrades critical technology infrastructure to improve system performance, security, and reliability for law enforcement operations.

B1.2 Funding Source: 60003 – Internal Service Fund - Technology

B1.3 Justification / Rationale: This project addresses critical operational, safety, and compliance needs, ensuring efficient service delivery and alignment with strategic infrastructure goals.
Estimated Useful Life:

B1.4 Impact on Operating Budget: Minimal ongoing cost increase; potential reductions in maintenance or operational downtime.

B2 - PROJECT DESCRIPTION: *10-Gigabit Network Installation* – Expands network capacity for faster communications, improved data sharing, and support for future technology enhancements.

B2.1 Funding Source: 60003 – Internal Service Fund - Technology

B2.2 Justification / Rationale: This project addresses critical operational, safety, and compliance needs, ensuring efficient service delivery and alignment with strategic infrastructure goals.

B2.3 Estimated Useful Life:

B2.4 Impact on Operating Budget: Minimal ongoing cost increase; potential reductions in maintenance or operational downtime.

B3. PROJECT DESCRIPTION: *Transitional Computer Refresh* – Phased replacement of aging desktop computers across City departments to increase staff productivity and reduce downtime.

B3.1 Funding Source: 60003 – Internal Service Fund – Technology

B3.2 Justification / Rationale: This project addresses critical operational, safety, and compliance needs, ensuring efficient service delivery and alignment with strategic infrastructure goals.

B3.3 Estimated Useful Life: Expected lifespan of 10–15 years for technology hardware and network components, contingent on regular updates and maintenance.



CAPITAL PROJECTS

B3.4 Impact on Operating Budget: Minimal ongoing cost increase; potential reductions in maintenance or operational downtime.

B4. PROJECT DESCRIPTION: *City Website and Content Management System Implementation* – Creates a modern, mobile-friendly website with improved navigation and online services to increase transparency and make it easier for residents to access City information.

B4.1 Funding Source: 39010 - American Rescue Plan Act - Building Forward Grant ARPA

B4.2 Justification / Rationale: This project addresses critical operational, safety, and compliance needs, ensuring efficient service delivery and alignment with strategic infrastructure goals.

B4.3 Estimated Useful Life: Anticipated useable life of 4 –25 years for facility improvements, with periodic preventive maintenance.

B4.4 Impact on Operating Budget: Minimal ongoing cost increase; potential reductions in maintenance or operational downtime.

C. PLANNING AND COMMUNITY PRESERVATION – AUTOMATED LAND MANAGEMENT TOOLS

C1. PROJECT DESCRIPTION: Final implementation year for Accela Land Management Software, streamlining permit processing, code enforcement, and development review. Updates to City-Wide Development Standards and Guidelines to comply with Government Code Section 65913.4 (State housing and zoning requirements) in partnership with the San Gabriel Valley Council of Governments (SGVCOG). Also includes development of a Pre-approved Accessory Dwelling Unit (ADU) Program per AB 1332.

C2. Funding Source: 40000 - Capital Projects Fund.

C3. Justification / Rationale: Enhances regulatory compliance, improves customer service, and supports state mandates for housing planning and code modernization. Accela implementation increases staff efficiency and facilitates online services.

C4. Estimated Useful Life: Major software systems: 10+ years. Updated standards: 5–10 years before next statutory revision cycle.

C5. Impact on Operating Budget: Reduces long-term labor costs through automation and improved workflows, supports future housing fee revenue, and avoids state compliance penalties.

D. PUBLIC WORKS – STREET RESURFACING & REHABILITATION PROJECT

D1.1 PROJECT DESCRIPTION: *Annual Street Improvement Program* – This ongoing capital program funds the repair and resurfacing of City streets to maintain safety and extend pavement life. Development Impact Fees will be used to offset a portion of project costs, ensuring that new development contributes its fair share toward infrastructure needs.

D1.2 Funding Source: 34007 - Development Fees – Transportation, 37009 - Local Transit Program / Proposition C, 38005 - Gas Tax Fund, 38007 - Measure R, 38012 - Measure M, 38013 - Road Maintenance And Rehabilitation Account (RMRA), 40000 - Capital Projects Fund

D1.3 Justification / Rationale: Repaving and rehabilitation improve pavement D1.3 conditions, enhance safety, reduce future maintenance costs, and lower liability exposure associated with



CAPITAL PROJECTS

deteriorated surfaces, aligning projects with adopted pavement management and safety improvement plans.

D1.4 Estimated Useful Life: Typical street resurfacing has a useful life of 15–20 years.

D1.5. Impact on Operating Budget: Reduces future annual maintenance costs by extending pavement life and postponing expensive repairs. Improves utility efficiency through smoother road surfaces, and decreases claims from vehicle and pedestrian incidents.

E. WATER UTILITIES – WATER SYSTEM IMPROVEMENTS

E1. PROJECT DESCRIPTION: *Annual Water Main Replacement Program* – This recurring capital project addresses the replacement of aging or undersized water mains throughout the City to improve water system reliability, reduce leaks, and support long-term infrastructure sustainability. *Cross-County Water Main Lining Project* – This project involves installing protective lining within key cross-county water mains that traverse difficult terrain. The lining will enhance pipeline durability, reduce the risk of failures, and extend the service life of critical infrastructure in hard-to-access areas. *Water Treatment Plant Generator Replacement* – This project will replace the existing non-operational backup generator at the Water Treatment Plant to ensure uninterrupted operations during power outages and enhance system reliability in emergency conditions.

E2. Funding Source: 34009 - Development Fees - Sewer

E3. Justification / Rationale: Replacing aging water mains and rehabilitating wells address regulatory requirements, water loss, and service disruption risks. Lining mains improves corrosion control and system reliability.

E4. Estimated Useful Life: Water mains typically last 50+ years with proper maintenance; lining extends useful life of existing pipes by 20+ years.

E5. Impact on Operating Budget: Reduces emergency repair and water loss costs, extends asset life, and lowers risk of service interruptions.

F. SEWER UTILITIES – INFRASTRUCTURE REPAIRS

F1. PROJECT DESCRIPTION: *Wastewater Infrastructure Repair* – This project addresses critical repair needs at high-priority locations (“hot spots”) identified in the City’s Sewer Master Plan. Specific segments will be selected based on operational urgency and field assessments conducted by the Sewer Foreman to ensure efficient use of resources and system reliability.

F2. Funding Source: 34009 - Development Fees - Sewer

F3. Justification / Rationale: Timely rehabilitation of sewer infrastructure reduces the risk of system failures, sanitary sewer overflows, and costly emergency repairs. Improvements extend the service life of the sewer network, enhance operational efficiency, and protect public health and the environment. By addressing problem areas proactively, the City also reduces potential liability and aligns work with the adopted Sewer Master Plan and safety improvement goals.

F4. Estimated Useful Life: Sewer line repairs and rehabilitation typically extend service life by 50 years or more, depending on materials used and soil conditions.



F5. Impact on Operating Budget: Reduces future annual maintenance and emergency response costs by preventing recurring blockages and structural failures. Improves flow efficiency, reduces infiltration and inflow, and minimizes the potential for property damage or regulatory penalties.

G. PUBLIC WORKS – DAPPER FIELD SECURITY LIGHTING

G1.1 PROJECT DESCRIPTION: *Field Security Lighting* - Acquisition and installation of new, high-efficiency security lighting at Dapper Field to enhance visibility and safety for evening users and deter unauthorized after-hours activities. The project will include pole-mounted fixtures, energy-efficient LED technology, and strategic placement to maximize coverage while minimizing light spillover to surrounding areas.

G1.2 Funding Source: 60001 - Internal Services Fund - Facilities Management

G1.3. Justification / Rationale: Enhanced lighting improves park safety by reducing the risk of injury during evening activities, discouraging vandalism and other unauthorized behavior, and supporting extended recreational programming. This initiative aligns with the City's broader park safety and accessibility improvement goals.

G1.4. Estimated Useful Life: Lighting system: 15–20 years, with scheduled bulb and fixture maintenance.

G1.5 Impact on Operating Budget: Minor increase in utility costs anticipated; however, these are expected to be offset by energy-efficient fixtures, lower vandalism-related repair expenses, and expanded opportunities for evening community use.

G2. PUBLIC WORKS – COMMUNITY RECREATION CENTER UPGRADES

G2.1 PROJECT DESCRIPTION: *Replacement of the EXISTING BUILDING ELEVATOR and Modernization of Pool Systems* at the City-owned Community Recreation Center, located at 611 E. Sierra Madre Boulevard in Sierra Madre and operated by the Pasadena–Sierra Madre YMCA. The project will improve accessibility, enhance aquatic facility performance, and ensure both amenities meet current regulatory and safety standards.

G2.2 Funding Source: 10000 – General Fund Reserves

G2.3 Justification / Rationale: These improvements will bring the facility into compliance with the Americans with Disabilities Act (ADA), meet current safety and accessibility standards, reduce operational risks, and accommodate the growing demand for recreation programs.

G2.4 Estimated Useful Life: Elevator: 25 or more years with routine maintenance. Pool system upgrades: approximately 20 years with proper care.

G2.5 Impact on Operating Budget: Expected to lower maintenance and repair costs, improve energy and water efficiency in pool operations, and support expanded programming and rental opportunities that may generate additional revenue.

G3. PUBLIC WORKS – LIZZY'S TRAIL INN & RICHARDSON HOUSE

G3.1 PROJECT DESCRIPTION: Design and construction for the rehabilitation and improvement of the historic *Lizzy's Trail Inn and Richardson House*. The project will address structural repairs, ADA-compliant accessibility upgrades, and modernization of building



CAPITAL PROJECTS

systems to enhance safety, preserve historical features, and facilitate expanded public programming, tours, and educational use.

G3.2 Funding Source: 60001 - Internal Services Fund - Facilities Management

G3.3 Justification / Rationale: This investment preserves two of Sierra Madre's most significant cultural and historical assets while ensuring compliance with accessibility standards. Restoring and upgrading these facilities will safeguard local heritage, support tourism, and provide enhanced venues for community events, cultural programming, and educational initiatives.

G3.4 Estimated Useful Life: Major structural and systems rehabilitation is expected to provide 30 or more years of service with regular preventive maintenance.

G3.5 Impact on Operating Budget: Modernized systems and durable materials will help reduce ongoing maintenance demands and associated costs. Expanded programming and event capabilities may also generate revenue opportunities to help offset operating expenses.

G4. PUBLIC WORKS – BUS STOP IMPROVEMENTS

G4.1 PROJECT DESCRIPTION: *Active Transportation and Bus Stop Improvements* aimed at enhancing safety, accessibility, and comfort for transit riders. Work may include the installation of shelters, seating, lighting, signage, and ADA-compliant access routes to better serve the community's public transportation needs.

G4.2 Funding Source: 34007 - Development Fees - Transportation

G4.3 Justification / Rationale: This project addresses the need for safe, accessible, and user-friendly transit facilities. Upgrades will protect riders from weather, improve accessibility for individuals with disabilities, increase visibility and safety through lighting and signage, and encourage greater use of sustainable transportation options in alignment with the City's active transportation goals.

G4.4 Estimated Useful Life: Playground and park facility upgrades projected to last 15–20 years before major refurbishment is required.

G4.5 Impact on Operating Budget: Minimal increase in maintenance costs; potential future savings through lower repair frequency and improved energy efficiency.

G5. PUBLIC WORKS – MEMORIAL PARK PUBLIC RESTROOMS

G5.1 PROJECT DESCRIPTION: *Remodel of Memorial Park Outside Restrooms* to ensure full compliance with the Americans with Disabilities Act (ADA), improve sanitation and hygiene standards, and enhance usability for community members and visitors during City-sponsored events and public gatherings. The project will include accessibility upgrades, fixture replacements, improved ventilation, durable finishes, and water-efficient plumbing to create a cleaner and more functional facility.

G5.2 Funding Source: 60001 - Internal Services Fund - Facilities Management

G5.3 Justification / Rationale: The renovation addresses long-standing accessibility deficiencies and outdated infrastructure, improving compliance with federal requirements, supporting public health objectives, and enhancing the overall experience for park users. Upgraded facilities will encourage greater park usage, improve event capacity, and reflect



CAPITAL PROJECTS

positively on the City's public spaces.

G5.4 Estimated Useful Life: Restroom facility improvements are expected to have a useful life of 20 or more years with regular maintenance.

G5.5 Impact on Operating Budget: Expected to reduce ongoing custodial and repair costs through the use of durable, low-maintenance materials and water-efficient fixtures. Improved energy and water efficiency may also result in lower utility expenses.

LIBRARY – SIERRA MADRE LIBRARY PROJECT

H1.1 PROJECT DESCRIPTION: The *Sierra Madre Meaningful Improvements Project* encompasses targeted facility upgrades and enhancements across City locations, with a primary focus on library modernization and critical public work's needs. Planned improvements include renovation, accessibility upgrades, and infrastructure updates to promote community access and long-term sustainability.

H1.2 Funding Source: 29007 - Targeted State Grants - Building Forward Grant, Library, 80000 - Public Works Administration, 90000 - Library Administration.

H1.3 Justification / Rationale: This project resolves critical safety, operational, and regulatory compliance deficiencies. The planned improvements will enhance service delivery, protect public assets, and align with the City's strategic infrastructure and community service goals. Investments in accessibility, modernization, and facility resilience will also expand community engagement opportunities while meeting state and federal requirements.

H1.4 Estimated Useful Life: Expected lifespan of 25–30 years for major building systems and improvements, with proper maintenance.

H1.5 Impact on Operating Budget: Modest ongoing maintenance obligations are anticipated; however, upgrades are expected to reduce unplanned repairs, lower energy and operational costs, and prevent costly system failures over time.

A - DEPT	B - Capital Purchase/Projects	C - Fund	D - Account #	E - Carryover from 24/25	F - FY 2025-2026	G - FY 2026-2027	H - FY 2027-2028	I - FY 2028-2029	J - FY 2029-2030
Street Resurfacing or Replacement									
PW	Street Rehabilitation Project	37009 - LOCAL TRANSIT PROGRAM/PROP C	37009.85000.56015	\$249,200	\$249,200	\$208,332	\$208,332	\$208,332	\$208,332
PW	Street Rehabilitation Project	38005 - GAS TAX FUND	38005.83500.56010	\$68,700	\$75,000	\$62,700	\$62,700	\$62,700	\$62,700
PW	Street Rehabilitation Project	38007 - MEASURE R	38007.83500.56010	\$189,000	\$180,000	\$150,480	\$150,480	\$150,480	\$150,480
PW	Street Rehabilitation Project	38012 - MEASURE M	38012.83500.56010	\$214,000	\$225,000	\$188,100	\$188,100	\$188,100	\$188,100
PW	Street Rehabilitation Project	38013 - ROAD MAINTENANCE AND REHABILITATION ACCOUNT (RMRA) established under SB1	38013.83500.56010	\$233,660	\$275,000	\$229,900	\$229,900	\$229,900	\$229,900
PW	Street Rehabilitation Project	34007 - DEVELOPMENT FEES - TRANSPORTATION	34007.83500.56010	\$120,000	\$31,971	\$26,728	\$26,728	\$26,728	\$26,728
PW	Street Rehabilitation Project	40000 - CAPITAL PROJECTS FUND	40000.83500.56010	\$0	\$160,000	\$133,760	\$133,760	\$133,760	\$133,760
Total Street Resurfacing					\$1,196,171	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Water System Improvements									
Utilities	Water Main Replacement Project	71000 - WATER ENTERPRISE FUND	71000.81100.56011	\$392,032	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000	\$1,500,000
Utilities	Water Lining	71000 - WATER ENTERPRISE FUND	71000.81100.56011	\$110,000	\$0	\$300,000	\$0	\$0	\$0
Utilities	Water Main Plant Generator	71000 - WATER ENTERPRISE FUND	71000.81100.56011	\$380,000	\$0	\$0	\$0	\$0	\$0
Utilities	PRV Upgrades	71000 - WATER ENTERPRISE FUND	71000.81100.56011			\$100,000	\$0	\$0	\$0
Utilities	Auburn Steel Tank Rehabilitation	71000 - WATER ENTERPRISE FUND	71000.81100.56011			\$300,000	\$0	\$0	\$0
Utilities	Main Plant Pump Station	71000 - WATER ENTERPRISE FUND	71000.81100.56011			\$1,500,000	\$0	\$0	\$0
Total Water System Improvements					\$882,032	\$3,700,000	\$1,500,000	\$1,500,000	\$1,500,000
WASTEWATER IMPROVEMENTS									
Sewer	Wastewater Infrastructure Repair	34009 - DEVELOPMENT FEES - SEWER	34009.83500.56010	\$158,000	\$51,000	\$0	\$0	\$0	\$0
Total Wastewater Improvements					\$158,000	\$0	\$0	\$0	\$0
Fleet Replacement									
PW	Tow Behind Air Compressor (Water)	71000 - WATER ENTERPRISE FUND	71000.81100.56011		\$20,000	\$0	\$0	\$0	\$0
PW	Dump Truck	UNFUNDED			\$200,000	\$0	\$0	\$0	\$0
PW	Asphalt Roller	UNFUNDED			\$60,000	\$0	\$0	\$0	\$0
PW	Jetter truck (Sewer)	72000 - SEWER	72000.81200.56007		\$0	\$200,000	\$0	\$0	\$0
PW	Police Captain Vehicle	UNFUNDED			\$55,000	\$0	\$0	\$0	\$0
FIRE	Rescue Ambulance	UNFUNDED			\$0	\$0	\$0	\$0	\$300,000
FIRE	Fire Chief's Vehicle	UNFUNDED			\$100,000	\$0	\$0	\$0	\$0
FIRE	Staff Vehicle	UNFUNDED			\$60,000	\$0	\$0	\$0	\$0
Total Fleet Replacement					\$0	\$200,000	\$0	\$0	\$300,000
Public Safety									
PD	Replace Current Portable Radios	UNFUNDED			\$120,000	\$120,000	\$120,000	\$0	\$0
PD	Replace CAD System	UNFUNDED			\$120,000	\$120,000	\$120,000	\$0	\$0
FIRE	Portable Radios	UNFUNDED			\$0	\$270,000	\$0	\$0	\$0
FIRE	Lucas (Lund University Cardiopulmonary Assist System) Device	UNFUNDED			\$0	\$25,000	\$0	\$0	\$0
FIRE	Zoil Monitor	UNFUNDED			\$0	\$0	\$50,000	\$0	\$0
Total Public Safety					\$0	\$415,000	\$290,000	\$0	\$0
Planning & Community Preservation									
PLANNING	City-wide Development Standards and Guidelines	UNFUNDED			\$179,000	\$0	\$0	\$0	\$0

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PLANNING	Pre-approved ADU Program	UNFUNDED			\$13,000		\$0		\$0
PLANNING	Land Management Software and Implementation (Accela 3rd Year)	40000 - CAPITAL PROJECTS FUND	40000.83500.56009	\$6,000	\$107,268				
Total Planning & Community Preservation				\$6,000	\$299,268	\$13,000	\$0	\$0	\$0
Park Improvements									
PW	Sierra Vista Park, Heasley Field	34006 - DEVELOPMENT FEES - QUMBY	34006.70000.56010		\$0	\$0	\$0		\$0
PW	Dapper Field Security Lights	60001 - INT SVC FND - FACILITIES MGT	60001.83200.56010		\$5,000	\$0	\$0		\$0
PW	Playground replacement	UNFUNDED			\$500,000	\$0	\$0		\$0
PW	Playground replacement	UNFUNDED			\$200,000	\$0	\$0		\$0
PW	Kersting Ct. Furniture	32012 - DWNTWN LANDSCAPING LIGHTING MAINT DISTRICT	32012.83000.56010		\$100,000	\$0	\$0		\$0
PW	YMCA Elevator	10000 - GENERAL FUND	10000.83300.56010		\$750,000				
PW	YMCA Pool	10000 - GENERAL FUND	10000.83300.56010		\$150,000				
Total Park Improvements					\$1,705,000	\$0	\$0	\$0	\$0
Facility Improvements									
PW	Lizzy's Trail Inn & Richardson House	60001 - INT SVC FND - FACILITIES MGT - State Park Grant	60001.83200.56010	\$13,000	\$135,000	\$0	\$0		\$0
PW	City Hall	UNFUNDED			\$0	\$100,000	\$0		\$0
PW	New Public Safety Building Improvements	UNFUNDED			\$0	\$0	\$0		\$0
PW	New Public Safety Building Improvements	UNFUNDED				\$5,000,000	\$5,000,000		\$0
PW	PS Training area	UNFUNDED			\$0	\$0	\$0		\$100,000
PW	Fire Station Alerting Upgrades	UNFUNDED			\$30,000	\$0	\$0		\$0
PW	Public Safety Remodel	UNFUNDED			\$0	\$0	\$500,000		\$0
PW	Library Project	60001 - INT SVC FND - FACILITIES MGT	60001.83200.56010		\$34,000				
PW	Memorial Park Public Restrooms	60001 - INT SVC FND - FACILITIES MGT	60001.83200.56010		\$50,000	\$0	\$0		\$0
PW	City Hall ADA Parking Stall (1) resurface and rail -Construction	UNFUNDED			\$100,000				
PW	Active Transportation and Bus Stop Improvement	34007 - DEVELOPMENT FEES - TRANSPORTATION	34007.83500.56010		\$77,847				
Library	Sierra Madre Meaningful Improvements Project	29007 - TARGETED STATE GRANTS- LIBRARY transfer from	29007.90000.56010		\$6,555,000	\$0	\$0		\$0
CS	Hart Park House Room Addition	UNFUNDED			\$0	\$112,000	\$0		\$0
Library	Building Forward Grant-Library Improvements / 3940 TRANSFER	90000 - LIBRARY ADMINISTRATION - Building Forward Grant ARPA	29005.90000.56010	\$317,632					
Library	Building Forward Grant-Library Improvements / 3940 TRANSFER	80000 - PUBLIC WORKS ADMINISTRATION - Building Forward Grant ARPA	39010.80000.56010	\$317,632	\$0	\$0	\$0		\$0
Library	LMIP Furniture, Fixtures, & Equipment	UNFUNDED			\$2,000,000	\$0	\$0		\$0
Library	Solar Panel Parking Lot	UNFUNDED			\$500,000	\$0	\$0		\$0
Library	Electric Car Charging Stations	UNFUNDED			\$30,000	\$0	\$0		\$0
Library	Improved Green Space	UNFUNDED			\$0	\$200,000	\$0		\$0
PW	City Yard - Mechanics Building Rehabilitation	UNFUNDED			\$0	\$120,000			
PW	City Yard - Resurfacing (Southern section)	UNFUNDED			\$0	\$70,000			
PW	City Yard - South Carport Rehabilitation	UNFUNDED			\$0	\$60,000			

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Total Facility Improvements									
Information and Technology									
IT	242 PD Data Center Refresh	60003 - INT SVC FND - TECHNOLOGY	60003.30000.56009		\$25,000	\$25,000	\$25,000	\$0	\$0
IT	Planning Work Station	60003 - INT SVC FND - TECHNOLOGY	60003.30000.56009		\$0	\$0	\$0	\$0	\$0
IT	Computer Refresh	60003 - INT SVC FND - TECHNOLOGY	60003.30000.56009		\$40,000	\$40,000	\$0	\$0	\$0
IT	Battery Backups	60003 - INT SVC FND - TECHNOLOGY	60003.30000.56009		\$0	\$0	\$0	\$0	\$0
IT	10 Gig Network	60003 - INT SVC FND - TECHNOLOGY	60003.30000.56009		\$20,000	\$0	\$0	\$0	\$0
IT	Cyber Security Initiatives	60003 - INT SVC FND - TECHNOLOGY	60003.30000.56009		\$45,000	\$45,000	\$0	\$0	\$0
IT	City Website & Content Management System	39010 - AMERICAN RESCUE PLAN ACT - Building Forward Grant ARPA	39010.80000.56010		\$42,789	\$0	\$0	\$0	\$0
Total Information and Technology				\$0	\$172,789	\$110,000	\$70,000	\$0	\$0
Other Improvements/Purchases									
HR	Compensation Study	60007 - INT SVC FND - PERSONNEL/RISK MGMT	60007.70100.52100	\$80,000					
PW	Downtown City Parking Lot improvements	32012 - DWNTWN LANDSCAPING LIGHTING MAINT DISTRICT - DT Assessment	32012.83000.56010	\$73,500	\$0	\$0	\$0	\$0	\$0
Total Other Improvements				\$153,500	\$0	\$0	\$0	\$0	\$0
TOTAL CAPITAL PURCHASES/PROJECTS				\$2,922,356	\$15,051,075	\$11,100,000	\$8,360,000	\$2,600,000	\$2,800,000

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City of Sierra Madre

Village of the Foothills



Appendix

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A

Accrual Basis of Accounting: Revenues are recognized when both measurable and available; expenditures are recorded when services have been substantially performed or goods have been received and the liabilities incurred.

Actual: A cost sustained in fact, on the basis of costs incurred, as distinguished from forecasted or estimated costs.

Ad-Hoc: For the specific purpose, case, or situation at hand and for no other. Ad-Hoc are usually used in reference to City Council committees and commission to limit terms, scope or purpose.

Ad Valorem Tax: (which means "according to its value.") A tax based on the assessed value of real estate or personal property. In the State of California, Proposition 4 limits Ad Valorem taxes. Proposition 13 limits property tax to 1 percent of the assessed valuation of the property.

Adopted Budget: The official budget as approved by the City Council at the start of each fiscal year.

Agency Fund: An account for assets held by the City in a trustee capacity or an agent for individuals, private organizations, other governmental units, and/or other funds.

Amended Budget: Represents the adopted budget including changes made during the year.

Appropriation: An authorization by the City Council to make expenditures and/or expenses and to incur obligations for a specific purpose within a specific time frame.

Assessed Valuation: The value of real property that a taxing authority places upon personal property for the purposes of taxation.

Assessment Improvement District: A designated area receiving services for common grounds benefiting property owners such as median landscaping.

Asset: Any item of economic value owned by an individual or corporation, especially that which could be converted to cash. Examples are cash, securities, accounts receivable, inventory, office equipment, and other property. On a balance sheet, assets are equal to the sum of liabilities, and fund balance.

Audit: Conducted by an independent Certified Public Accounting (CPA) firm, the primary objective of an audit is to determine if the City's Financial Statements present the City's financial position fairly and results of operations are in conformity with generally accepted accounting principles.

B

Balanced Budget: A budget in which total budgeted resources, including revenues, transfers in from other funds, and unallocated fund balance from previous years meet or exceed total budgeted use of resources including expenditures and transfers out to other funds.

Biennial: Occurring every two years. The City typically adopts a biennial budget covering two fiscal years.

Bond: A written promise issued by the City to pay a specific sum of principal amount, at a specific date(s) in the future, together with periodic interest at a special rate to raise capital, usually to pay for the construction of long-term infrastructure projects. Two major types of bonds include General Obligation Bonds and Revenue Bonds.

Bond Proceeds: Funds received from the sale or issuance of bonds.

Bonded Debt: The amount at which a bond or note is bought or sold above its par value or face value without including accrued interest.

Budget: A plan of financial operation comprised of estimated expenditures for a given period (usually a single fiscal year) and the proposed means of financing the expenditures (through revenues).

Budget Preparation: Process by which the fiscal spending plan is prepared by City staff for presentation as the City Manager's Recommended Budget to the City Council.

Budget Review Process: Process by which the Recommended Budget is discussed and finalized in Public Meeting by the City Manager and City Council.

C

Capital Budget: A financial plan showing planned expenses, and revenues associated with those expenses, for purchase or construction of capital improvements which have a useful life of over one year. The City of Sierra Madre prepares a five-year plan called the Capital Improvement Program (CIP) Budget. Appropriations are added to projects each fiscal year as the CIP is adopted.

Capital Expenditures: Money spent to purchase or construct capital improvement projects and purchases as approved in the CIP budget.

Capital Improvements: A permanent physical addition to the City's assets including the design, construction, and/or purchase of lands buildings, facilities, or major renovations.

Capital Outlay: A budget appropriation category for equipment having a unit cost of more than \$5,000 and an estimated useful life of over one year.

Cash Basis Accounting: Style of accounting in which revenues and expenses are recognized when they are received or disbursed rather than when they are earned or incurred.

Charges for Services: Reimbursement for services rendered to the public or to some other program/fund in the City.

Consumer Price Index (CPI)

Consumer Price Index (CPI): A measure used to reflect the change in the price of goods and services.

Contingency: An appropriation of funds to cover unforeseen events that occur during the fiscal year, such as natural emergencies.

D

Debt Service: The payment of principal and interest on an obligation resulting from the issuance of bonds, notes, or certificates of participation.

Debt Service Requirements: The amount of money required to pay interest on outstanding debt and required contributions to accumulate moneys for future retirement of bonds.

Deficit: An excess of expenditures or expenses over revenues (resources).

Designated Fund Balance: A portion of unreserved fund balance designated by City policy for a specific future use.

Deferred Compensation: An agreement between an employer and an employee under which the employee will receive compensation during periods in which he or she is no longer working – after retirement, death and/or disability.

Department: A major organizational group of the City with overall management responsibility for an operation or a group of related operations within a functional area.

Departmental Expenditures: Planned spending by individual departments in the City associated with the provision of services and programs to the public.

Direct Costs: Expenses associated with the actual provision of a service or program.

Division: An organizational subgroup of a department.

E

Encumbrance: A legal obligation or commitment to expend resources in the future for a service or item, such as a long-term contract or purchase order. The use of encumbrances helps prevent overspending and provides officials with information on the amount of money remaining to be spent.

Enterprise Fund: Governmental entities that operate in a manner similar to, and provide services competitive with, those of private business enterprises. Enterprises are self-supporting - service fees rather than taxes or transfers are used to fund the business on a continuing basis.

Entitlements: Payments to which local governmental units are entitled, pursuant to an allocation formula determined by the agency providing the monies, usually the State or the Federal government.

Expenditure / Expense: The term ‘expenditure’ refers to the outflow of funds paid or to be paid for an asset obtained or goods and services received regardless of when the expenditure is actually paid. This term applies to Governmental Funds. The term ‘expense’ is used for Enterprise and Internal Service Funds. Fees for Services: Charges paid to the City by users of a service to help support the costs of providing that service.

F

Fiduciary Fund: Funds used to report assets held in a trustee or agency capacity for others and which therefore cannot be used to support the government’s own programs. The fiduciary fund category includes pension (and other employee benefit) trust funds, investment trust funds, private-purpose trust funds, and agency funds.

Fiscal Accountability: The responsibility of government to justify that their actions in the current period have complied with public decisions concerning the raising and spending of public moneys in the short term (budgetary year).

Fiscal Year (FY): The twelve month period on which the budget is planned. The City’s fiscal year begins July 1 and ends June 30 of the following year.

Franchise: The right or license granted to an individual or group to market a company’s goods or services in a particular territory.

Full Time Equivalent (FTE): The conversion of part-time employee hours to an equivalent of a full-time position. For example: one person working half time would count as 0.5 FTE.

Fund: A fund is defined as an independent fiscal and accounting entity with a self-balancing set of accounts, recording resources, related liabilities, obligations and equities segregated for the purpose of carrying out specific activities or attaining certain objectives in accordance with special regulations, restrictions or limitations.

Fund Balance: A term used to express the equity (assets minus liabilities) of governmental fund and fiduciary fund types.

G

Gann Appropriations Limit: Article XIII-B of the California State Constitution provides limits regarding the total amount of appropriations in any fiscal year from tax proceeds.

General Fund: That fund into which the general (non-earmarked) revenues of the City are deposited and from which monies are appropriated to pay the general expenses of the City.

General Obligation Bond (G.O.): A bond secured by a pledge of the issuer's taxing powers (limited or unlimited). More commonly the general obligation bonds of local governments are paid from ad valorem property taxes and other general revenues. Considered the most secure of all municipal debt. Limited in California by Proposition 13 to debt authorized by a vote of two thirds of voters in the case of local governments or a simple majority for state issuance.

Generally Accepted Accounting Principles (GAAP): Uniform minimum standards of/and guidelines for financial accounting and reporting. They govern the form and content of the basic financial statements of an entity. GAAP encompasses the conventions, rules, and procedures necessary to define accepted accounting practices at a particular time. They include not only broad guidelines of general application, but also detailed practices and procedures. GAAP provides a standard by which to measure financial presentations.

Government Accounting Standards Board (GASB): A private, non-profit organization established in 1984; responsible for setting generally accepted accounting principals for state and local governments.

Governmental Fund Types: Funds generally used to account for tax-supported activities.

Grant: Contributions, gifts of cash, or other assets from another governmental entity to be used or expended for a specific purpose, activity, or facility.

I

Impact Fees: Fees charged to developers to cover, in whole or in part, the anticipated costs of improvements that will be necessary as a result of the development.

Information Technology (IT): A term that encompasses all forms of technology used to create, store, exchange and utilize information in its various forms including business data, conversations, still images, and multimedia presentations. The term information technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources. In the City organization, the IT is a division of Administrative Services which provides support of internal and external technology support.

Infrastructure: Long-lived assets that normally are stationary in nature and normally can be preserved for a significant greater number of years than most capital assets. They can be defined as physical facilities, on which an entire community depends, such as sewers, storm drains, streets, buildings, utility lines and parks. The City follows GASB 34 for the recording of Infrastructure Assets.

Interfund Transfers: Monies transferred from one fund to another. Such money is transferred to finance the operations of another fund or to reimburse the fund for certain expenditures/expenses.

Intergovernmental Revenue: Revenue collected by one government and distributed (usually through some predetermined formula) to another level of government(s).

Internal Services Charges: Charges used to account for the services provided by one department to another on a cost-reimbursement basis. These charges are accounted for in separate funds: Facilities, Fleet, Administration, Information Technology, Worker's Compensation, and Self-Insurance.

J

JPA (Joint Powers Authority): A JPA is formed when it is to the advantage of two or more public entities with common powers to consolidate their forces to acquire or construct a joint-use facility. The City participates in JPIA, Joint Powers Insurance Authority, for Worker's Compensation and Other General Liability Insurance.

L

Levy: To impose or assess a tax on a person or property. The City's ability to levy taxes is restricted by State law.

Liability: A claim on the assets of an entity.

Local Agency Investment Fund (LAIF): An investment pool managed by the State of California.

Long-term Debt: Debt with a maturity of more than one year after the date of issue.

M

Modified Accrual Basis: The accrual basis of accounting where revenues are recognized when they become both "measurable" and "available" to finance expenditures of the current period. All governmental funds and agency funds are accounted for using the modified accrual basis of accounting.

Municipal Code: A book that contains the City Council approved ordinances currently in effect. The Code defines City policy with respect to areas such as planning, etc.

N

Net Pension Obligation: Term used in connection with defined benefit pension plans. The cumulative difference between annual pension cost and the employer's contributions to the plan.

Non-Personnel: City operations and capital purchases and projects exclusive of personnel (salary and benefits) costs.

O

Object: A term used in connection with the classification of expenditures.

Operating Budget: The portion of the budget that pertains to daily operations providing basic governmental services. The operating budget contains appropriations for such expenditures as personnel, supplies, materials, and capital assets required to maintain service levels.

Operating Transfers: Legally authorized transfers from a fund receiving revenue to the fund through which the resources are to be expended, such as transfers from the General Fund to a Special Revenue or Capital Projects Fund.

Ordinance: A formal legislative enactment by the City Council. It has the full force and effect of law within City boundaries unless pre-empted by a higher form of law.

Organization Chart: A pictorial representation of the administrative and functional structure of a City unit.

Original Budget: The first completed appropriations budget (adopted budget).

Other Post Employment Benefits (OPEB): The promise of health (medical, dental and vision) benefits after retirement from the City.

P

Performance Measures: Data collected regarding program results, which indicate the level of achievement of a desired result.

Personnel Expenses: Compensation paid to, or on behalf of, City employees for salaries and wages, overtime and benefits.

Policy: A direction that must be followed to advance toward a goal. The direction can be a course of action or a guiding principal.

Program: A grouping of activities organized to accomplish basic goals and objectives.

Principal: The face value of a bond, exclusive of interest.

Property Tax: A tax levied on real estate and personal property.

Proprietary Fund: Funds that focus on the determination of operating income, changes in net assets (or cost recovery), financial position, and cash flows. There are two different types of proprietary funds: enterprise and internal services funds.

Public Employees Retirement System (PERS): Statewide retirement system that covers full-time City employees.

Public Financing Authority: The Sierra Madre Financing Authority (SMFA) is a component unit of the City of Sierra Madre and the Sierra Madre Community Redevelopment Agency formed for the purpose of issuing bonds to provide financial assistance to the City and Agency.

R

Reappropriation: The inclusion of a balance from the prior year's budget as part of the budget of the subsequent fiscal year.

Recommended Budget: The draft financial budget document detailing the City Manager's recommended spending plan for the next fiscal year. The Recommended Budget is reviewed and modified by the City Council before formal adoption as the Adopted Operating Budget.

Regular Employees: City employees, usually full-time, who receive some form of medical, dental and retirement benefits.

Reserves: (also known as restricted fund balance) – the portion of a fund's balance that is restricted for a specific purpose by legislative or legal requirements.

Resolution: A special order of the City Council which has a lower legal standing than an ordinance.

Resources: Supply of funds to be used in paying for planned expenditures.

Restricted Fund Balance: The portion of a governmental fund balance (or net assets) that is not available for appropriation, but is ear marked by the City Council for a specific use.

Revenue: Moneys that the City receives as income such as tax payments, fees from specific services, receipts from other governments, fines, forfeitures, grants, rents and interest income.

Revenue Bond: A municipal bond whose debt service is payable solely from the revenues received from operating the facilities acquired or constructed with the proceeds of the bonds.

Risk Management: A managed approach to protecting an organization's assets against accidental loss in the most economical manner.

S

Sales Tax: A tax on the purchase of goods and services.

Special Assessment: A compulsory levy made against certain properties to defray all or part of the costs of a specific capital improvement or service deemed to benefit primarily those properties.

Special Revenue Fund: Funds that account for the proceeds of specific revenue sources (other than expendable trusts or capital projects) that are restricted by law or administrative action to expenditures for specified purposes.

T

Taxes: Compulsory charges levied by a government to finance services performed for the common benefit. This term does not include specific charges made against particular persons for property for current or permanent benefits, such as special assessments. Neither does the term include charges for services rendered only to those paying such charges.

Timeliness: The principle that financial reporting must be issued soon enough after the reported events to affect decisions.

U

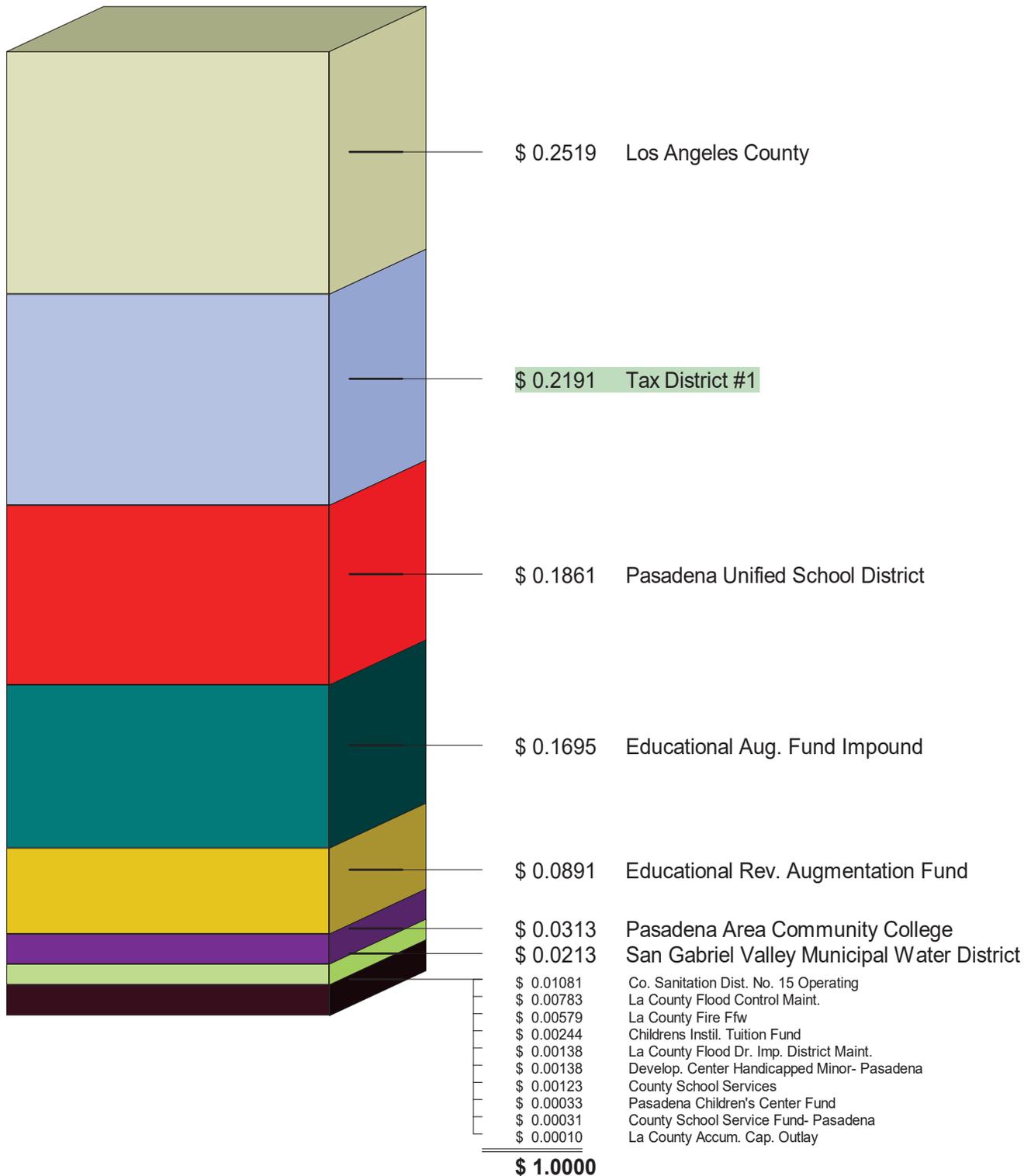
Unrestricted Fund Balance: The portion of a governmental fund balance (or net assets) that is available for appropriation. The amount listed in fund balance is assumed to be unrestricted unless set aside in "Restricted Fund Balance".

User Charges/Fees: The payment of a fee for direct receipt of a service by the party benefiting from the service.

Utility Users Tax (UUT): A tax imposed on users for various utilities in the City including Telephone, Gas, Electric and Water/Sewer services.

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THE CITY OF SIERRA MADRE PROPERTY TAX DOLLAR BREAKDOWN



ATI (Annual Tax Increment) Ratios for Tax Rate Area 07516, Excluding Redevelopment Factors & Additional Debt Service

Data Source: Los Angeles County Assessor 2023/24 Annual Tax Increment Tables

Prepared On 8/19/2024 By MV

This report is not to be used in support of debt issuance or continuing disclosure statements without the written consent of HdL, Coren & Cone

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City of Sierra Madre Agenda Report

Robert Parkhurst, Mayor
Kristie Lowe, Mayor Pro Tem Kelly Kriebs,
Council Member
Gene Goss, Council Member
Edward Garcia, Council Member

Sue Spears City Treasurer

TO: Honorable Mayor and Members of the City Council

FROM: Anthony Rainey, Finance Director

REVIEWED BY: Michael Bruckner, City Manager

DATE: September 23, 2025

SUBJECT: RESOLUTION NO. 25-54 AMENDING THE FISCAL YEAR 2025/2026 ADMINISTRATION INTERNAL SERVICE FUND BUDGET TO PROVIDE A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$58,000 AND PROFESSIONAL SERVICES AGREEMENT WITH HUE C. QUACH FOR FINANCIAL POLICY & PROCEDURE DEVELOPMENT IN AN AMOUNT NOT TO EXCEED \$58,000

STAFF RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 25-54 amending the Fiscal Year 2025/2026 budget to provide a supplemental appropriation in Fund 60002 - Internal Service Fund - Administration in the amount of \$58,000, approve a Professional Services Agreement with Hue C. Quach (Consultant) to develop Citywide financial policies and companion procedures (internal controls) as outlined in Exhibit A, and authorize the City Manager to execute the Agreement, in a not-to-exceed amount of \$58,000 at an hourly rate of \$120, subject to City Attorney approval as to form.

ALTERNATIVES

- Approve with modifications (e.g., adjust not-to-exceed, phase scope, or prioritize topics).
- Do not approve and provide additional direction.

SUMMARY

The City seeks to formalize and modernize core fiscal policies (management controls) and the associated procedures (internal controls) across critical areas such as cash handling, credit card use, budget administration, reserves, GASB 54 fund balance, timekeeping, and related topics.

A draft scope and approach are provided in the Consultant's materials and Exhibit A to the Agreement.

This staff report mirrors the concise format of a prior interim financial assistance agenda item used by a peer agency (Recommended Action, Background, Summary/Analysis, Fiscal Impact, Attachments) to clearly frame the request for short-term consulting support.

Under the proposed Agreement, the Consultant will develop Management Controls (Policies) for Council consideration and parallel Internal Controls (Procedures) for staff implementation. High-priority topics include:

- **Cash Management Policy** (safeguarding, deposits, disbursements, reconciliations).
- **Credit Card Usage** (issuance, limits, prohibited purchases, audits).
- **Budget Administration** (transfers, carryovers, capital projects, balanced budget definition).
- **Budget Reserves** (targets by fund type, allowable uses, replenishment).
- **Fund Balance—GASB 54** (categories and application to proprietary funds).
- **Timekeeping** (entry standards, approvals, audit trails).

Medium-priority topics include Capital Assets, Travel & Expense Reimbursement, and User Fees & Charges; low-priority topics include Accounting & Financial Reporting, Accounts Receivable & Collections, and Long-Term Financial Planning. Deliverables include draft policies, procedure manuals, redlined finals formatted for Council adoption, and implementation checklists/templates. The City's standard Professional Services Agreement provides for: defined scope via Exhibit A, maximum compensation amount, monthly invoicing against an approved fee schedule, insurance requirements (professional, general, auto, and workers' compensation), independent contractor status, ownership of work product, and termination on notice.

CEQA REVIEW

The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies of this report are available at the City Hall public counter and at the Sierra Madre Public Library and can be accessed on the City's website at sierramadrecal.gov.

FISCAL IMPACT

Funding for this item will be provided from the 60002 - Internal Service Fund - Administration fund balance. There is no impact to the General Fund. Adoption of Resolution No. 25-54 will appropriate \$58,000 from the Administration Internal Service Fund to the Finance Department's operating budget for FY 2025/26. Sufficient fund balance is available in the Administration Internal Service Fund to fully cover this agreement.

ATTACHMENTS

1. Resolution No. 25-54
2. Consultant Proposal

RESOLUTION NO. 25-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, AMENDING THE FISCAL YEAR 2025-26 ADMINISTRATION INTERNAL SERVICE FUND BUDGET AUTHORIZING A SUPPLEMENTAL APPROPRIATION TO THE FINANCE DEPARTMENT IN THE AMOUNT OF \$58,000 OFFSET BY A REDUCTION IN THE ADMINISTRATION INTERNAL SERVICE FUND BALANCE FOR FINANCIAL POLICY ADVISORY SERVICES

RECITALS

WHEREAS, the City of Sierra Madre seeks to formalize and modernize its core fiscal policies and related procedures across critical areas such as cash handling, credit card use, budget administration and related topics;

WHEREAS, the City wishes to retain the services of a financial consultant with extensive hands-on experience to strengthen internal controls, ensure sound financial management, and advance prudent financial stewardship throughout the City; and

WHEREAS, sufficient funding for this activity was not originally included in the adopted Fiscal Year 2025-26 budget and a supplemental appropriation in the Administration Internal Service Fund is required to meet the needs of the City; and

WHEREAS, the City Manager has certified that there are sufficient funds available in the Administration Internal Service Fund fund balance for appropriation.

THEREFORE, THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, DOES RESOLVE AS FOLLOWS:

SECTION 1. Recitals. The Recitals above are true and correct and incorporated herein by reference.

SECTION 2. Appropriation. The sum of Fifty-Eight Thousand Dollars (\$58,000) is hereby appropriated to fund Financial Policy Advisory Services in the Administration Internal Service Fund for the Finance Department, with an equal reduction in the Administration Internal Service Fund fund balance.

SECTION 3. CEQA. The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.

SECTION 4. Severability. If any sections, subsections, subdivisions, paragraph, sentence, clause or phrase of this Resolution or any part hereof or exhibit hereto is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Resolution or any part thereof or exhibit thereto. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that anyone or more sections, subsections, subdivisions, paragraph, sentences, clauses or phrases be declared invalid.

SECTION 5. Certification. Pursuant to Government Code Section 36932, the City Clerk shall certify the passage, approval, and adoption of this Resolution by the City Council.

SECTION 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED this 23rd day of September, 2025.

Robert Parkhurst, Mayor

I HEREBY CERTIFY the foregoing Resolution 25-54 was duly passed, approved, and adopted by the City Council of the City of Sierra Madre, California, at a meeting held on the 23rd day of September, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Laura Aguilar, City Clerk

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of Sierra Madre / Hue C. Quach)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Sierra Madre, a California municipal corporation (“City”), and Hue C. Quach, a sole proprietorship (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: Hue C. Quach
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s Assistance with the development of fiscal policies for the City of Sierra Madre, as ou proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Michael Bruckner, City Manager. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Fifty-Eight Thousand Dollars Dollars (\$58,000).
- 3.5. “Commencement Date”: 10/01/2025
- 3.6. “Termination Date”: 06/30/2026

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.3. **Campaign Contributions.** This Agreement is subject to Government Code Section 84308, as amended by SB 1439. Consultant shall disclose any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party or the party’s agent. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form to the City prior to, or concurrent with, the Consultant’s execution of this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.

8. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

9. RELATIONSHIP OF PARTIES

- 9.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.

10. INDEMNIFICATION

- 10.1. **Definitions.** For purposes of this Section 10, “Consultant” shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or

indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.

- 10.2. **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.

11. INSURANCE

- 11.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

- 11.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: City of Sierra Madre - Assistance with the Development of Fiscal Policies (PSA)
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

12. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$1,000,000 per occurrence,
\$2,000,000 aggregate
- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 50,000

- Medical Expense (any 1 person) \$ 5,000

- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000

- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

13. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, email, or overnight courier service during Consultant’s and City’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City
Michael Bruckner, City Manager
 City of Sierra Madre

 232 W. Sierra Madre Blvd.
 Sierra Madre, CA 91024
 Telephone: (626) 355-7135
 Email: _____

If to Consultant
 Name: Hue C. Quach
 Address: _____

 Telephone: (626) 678-7823
 Email: huecquach@gmail.com

With courtesy copy to:
 Aleks R. Giragosian, Esq.
 Sierra Madre City Attorney
 Colantuono, Highsmith & Whatley, PC
 790 E. Colorado Blvd., Ste. 850
 Pasadena, Angeles, CA 91101
 Telephone: (213) 542-5700
 Email: agiragosian@chwlaw.us

14. TERMINATION

Either party may terminate this Agreement for any reason on seven calendar days’ written notice to the other party. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement. Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”
City of Sierra Madre

“CONSULTANT”
Hue C. Quach

Authorized Signatories:

Signature: _____

Signature: _____

Printed: **Michael Bruckner**

Printed: **Hue C. Quach**

Title: **City Manager**

Title: **Consultant**

Date: _____

Date: _____

Attest:

Signature: _____

Printed: **Laura Aguilar**

Title: City Clerk

Date: _____

Approved as to form:

Signature: _____

Printed: **Aleks R. Giragosian**

Title: City Attorney

Date: _____

EXHIBIT A — Scope of Services

Project: Assistance with the Development of Fiscal Policies

City: City of Sierra Madre

Consultant: Hue C. Quach

Purpose and Structure

This Exhibit distinguishes between **Management Controls (Policies)** and the **Internal Controls (Procedures)** that implement those policies.

- **Management Controls (Policies):** Formal policy statements adopted by the City that set objectives, expectations, authorities, limits, and standards.
- **Internal Controls (Procedures):** Documented steps, workflows, approvals, segregation of duties, documentation standards, monitoring, and reporting used to implement the policies.

High Priority

1) Cash Management Policy

Management Control (Policy): Establish principles for safeguarding, depositing, and disbursing City funds.

Internal Controls (Procedures) include:

- Cash handling steps (intake, custody, deposits, wires, credit card receipts)
- Segregation of duties and approvals
- Bank and ledger reconciliations with timelines
- Exception handling and periodic reporting

2) Credit Card Usage Policy

Management Control (Policy): Define allowable use, authority to issue cards, limits, and accountability.

Internal Controls (Procedures) include:

- Issuance/activation, cardholder agreements, limit settings
- Pre-approval and receipt documentation standards
- Prohibited purchases and enforcement steps
- Periodic internal audits and usage reporting

3) Budget Administration Policy

Management Control (Policy): Govern commitments/encumbrances, transfers, carryovers, capital projects, proprietary funds, and the definition of a balanced budget.

Internal Controls (Procedures) include:

- Encumbrance entry and release workflows
- Budget transfer thresholds, approvals, and logging
- Carryover criteria and year-end cutoffs

- Capital project set-up, amendments, and close-out
- Amendment calendar, agenda routing, and reporting

4) Budget Reserves Policy

Management Control (Policy): Set reserve targets by fund type, allowable uses, and replenishment requirements.

Internal Controls (Procedures) include:

- Method for calculating targets and documenting basis/assumptions
- Triggers and approvals for use (emergencies vs. one-time needs)
- Replenishment timelines and funding sources
- Monitoring and periodic reporting to Council

5) Fund Balance (GASB 54) Policy

Management Control (Policy): Define Fund Balance categories (Nonspendable, Restricted, Committed, Assigned, Unassigned) and application to Net Position in Proprietary Funds.

Internal Controls (Procedures) include:

- Procedures for committing/assigning amounts (roles, timing, documentation)
- Classification at year-end and consistency checks
- Application to Enterprise and Internal Service Funds
- Disclosure preparation and reporting

6) Timekeeping Policy

Management Control (Policy): Set standards for accurate, timely recording and approval of time across systems.

Internal Controls (Procedures) include:

- Entry rules for disparate systems; cutoff times
- Supervisor approvals, corrections, and audit trails
- Record retention and periodic internal audits
- Variance monitoring and reporting

Medium Priority

1) Capital Assets Policy

Management Control (Policy): Establish capitalization thresholds, valuation basis, useful lives, and stewardship expectations.

Internal Controls (Procedures) include:

- Acquisition recording and valuation (including contributed assets)
- Depreciation setup and schedules
- Inventory/tagging, periodic counts, and reconciliations

- Surplus/disposal authorization and documentation
- Capital asset reporting

2) Travel & Expense Reimbursement Policy

Management Control (Policy): Define allowable expenses and reimbursement standards aligned with IRS/GSA guidance.

Internal Controls (Procedures) include:

- Pre-approval requirements and eligibility checks
- Documentation standards (receipts, itemization, purpose)
- Rules for lodging, meals, mileage, rideshare, per diem
- Submission timelines, audit, and reporting

3) User Fees & Charges Policy

Management Control (Policy): Set cost-recovery targets, review frequency, and inflationary adjustments.

Internal Controls (Procedures) include:

- Cost-of-service methodology and documentation
- Annual/biennial review cycle and Council update process
- CPI or index application procedures
- Public notice, adoption records, and revenue monitoring

Low Priority

1) Accounting & Financial Reporting Policy

Management Control (Policy): Affirm GAAP/GASB compliance, materiality, and reporting standards.

Internal Controls (Procedures) include:

- Period-end close calendar and responsibilities
- Journal entry authorization and review
- Preparation of ACFR and other mandated reports
- Quality reviews and disclosure checklists

2) Accounts Receivable & Collections Policy

Management Control (Policy): Define billing practices, collection steps, and write-off authority/thresholds.

Internal Controls (Procedures) include:

- Invoicing timelines and statement cycles
- Delinquency follow-up, escalation, and third-party collections
- Payment plans and hardship standards
- Write-off approvals, documentation, and reporting

3) Long-Term Financial Planning Policy

Management Control (Policy): Require multi-year forecasting for the General Fund and major funds to guide sustainability.

Internal Controls (Procedures) include:

- Forecast model maintenance (assumptions, updates, version control)
- Scenario analysis and stress testing
- Integration with budget development and reserve targets
- Periodic presentation and progress reporting

Deliverables

- Draft policy documents (Management Controls) and companion procedure manuals (Internal Controls) for each topic listed, in Word format.
- Final versions incorporating City feedback, formatted for Council adoption, with a crosswalk showing changes from draft to final.
- Implementation checklists and templates (forms, logs, reconciliations, and reports) where applicable.

City Responsibilities

- Provide access to relevant financial systems, existing policies/procedures, and staff subject-matter experts.
- Timely review and consolidated feedback on drafts.

Assumptions

- Policies will be aligned with applicable laws, regulations, and GASB guidance.
- Procedures will reflect the City's current systems and staffing structure and be updated as systems evolve.

Proposal for the City of Sierra Madre

Assistance with the Development of Fiscal Policies



Hue C. Quach
September 8, 2025

September 8, 2025

Michael Bruckner
City Manager
City of Sierra Madre
232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024

Proposal – Assistance with the Development of Fiscal Policies

Mike,

Thanks for thinking of me for this important project. I appreciate this opportunity to submit a proposal to provide consultant services to assist in the development of various fiscal policies for the City of Sierra Madre.

The attached proposal offers the City my services as a seasoned municipal finance professional with over 30+ years of experience, culminating as the Administrative Services Director for the City of Arcadia.

My extensive background, which includes hands-on experience as an Accountant, provides a rare, bottom-up mastery to manage the integrated functions of Finance, Human Resources, and Information Technology. By applying this comprehensive insight, I have successfully implemented robust policies that strengthened internal controls, ensured sound financial management, and advanced prudent financial stewardship throughout the city.

The comprehensive insight gained from this 30-plus-year career in municipal finance provides direct assurance that all departmental work will be executed correctly and in accordance with generally accepted municipal accounting principles.

Please contact me at (626) 678-7823 or huecquach@gmail.com with any questions.

Sincerely,



Hue C. Quach
Consultant
Sole Proprietorship

WORK PERFORMED

I have reviewed the City of Sierra Madre's list of functions below and will properly perform or coordinate the work to be performed during the agreed-upon scheduled hours. While changing priorities may impact the timeline, all work will be ensured to be completed efficiently and to professional municipal accounting standards.

Consulting Services for the Development of Fiscal Policies:

The following list outlines the priority level for each policy, as determined by the City.

I. High Priority

1. Cash Management Policy:

- No formal policy currently exists.
- Essential to establish procedures covering:
 - Handling of cash, deposits, wire transfers, and credit card receipts.
 - Segregation of duties, reconciliation standards, and internal controls.

2. Credit Card Usage:

- The existing policy is outdated and incomplete.
- Must define:
 - Issuance, use, and approval authority.
 - Spending limits, prohibited uses, and accountability measures.
 - Documentation and audit requirements.

3. Budget Administration:

- Guidance is fragmented.
- Needs clear rules for:
 - Transfers, carryovers, and capital project funds.
 - Definition of a balanced budget.
 - Budget amendment and approval processes.

4. Budget Reserves:

- The current policy is limited in scope (e.g., Enterprise Funds have no reserve thresholds)
- Should provide comprehensive standards, including:
 - Target levels of reserves.
 - Allowable uses and replenishment procedures.
 - Distinction between emergencies and one-time uses.

WORK PERFORMED (Cont'd)

5. Fund Balance (GASB 54 Compliance):

- No compliant policy currently exists.
- Policy should:
 - Define all GASB 54 categories of fund balance (non-spendable, restricted, committed, assigned, and unassigned).
 - Establish procedures for committing and assigning balances.
 - Extending application to Enterprise Funds (e.g., Water and Sewer).

6. Timekeeping:

- Not formally documented
- Policy should cover:
 - Time entry standards and formats
 - Supervisory approvals and correction procedures
 - Record retention and audit protocols

II. Medium Priority

1. Capital Assets:

- No formal policy exists.
- Must establish standards for:
 - Capitalization thresholds.
 - Asset tracking and inventory.
 - Disposal and surplus procedures.

2. Travel & Expense Reimbursement:

- Current Policy dates to 2006.
- Need updates for:
 - IRS/GSA per diem and mileage rates.
 - Rideshare, lodging, and modern travel methods.
 - Applicability across all employees.
 - Reimbursement rules and documentation.

3. User Fees & Charges:

- Existing language is strong but needs refinement.
- Clarifications should address:
 - Cost recovery targets
 - Frequency of updates
 - CPI or other inflation-based adjustments.

WORK PERFORMED (Cont'd)

III. Low Priority

1. Accounting & Financial Reporting:

- Content is generally adequate.
- Should be relocated into a stand-alone policy for clarity and continuity.

2. Accounts Receivable & Collections:

- No formal policy currently exists
- Depending on receivable volume, it may be useful to formalize:
 - Write-off thresholds and approvals.
 - Collection procedures and escalation.

3. Long-Term Financial Planning:

- Currently, only brief references exist.
- A stand-alone policy would:
 - Institutionalize multi-year forecasting.
 - Apply to the General Fund and major funds.

SIERRA MADRE PROJECT TEAM

A retired former Finance Director is available to assist the City of Sierra Madre with its financial policies. With extensive experience in proper fiscal oversight and accountability, this professional can guide the city in developing effective internal controls and ensuring prudent financial stewardship.

Hue C. Quach

With more than three decades of experience, Hue is a highly skilled municipal finance expert who recently retired as Director of Administrative Services for the City of Arcadia. His career progression, from entry-level Accountant to Administrative Services Director, provided him with a comprehensive understanding of municipal finance operations. This breadth and depth of experience, combined with his nuanced insight into all Finance Department functions, positions him to effectively guide the City in the development of sound fiscal policies.

For a complete overview of qualifications, a resume is attached.

PROJECT COST

In consideration of the project scope, the proposed billable rate is \$120 per hour. The estimated completion timeline is approximately five months, based on a 24-hour weekly schedule, with a total projected cost of \$58,000. Please note that the timeframe for each task is contingent upon the scope and evolving requirements of policy development.

Invoices will be submitted bi-weekly for services rendered. Any miscellaneous costs outside the scope of work in this proposal will be invoiced separately.

- The first invoice will be submitted ten business days after the notice to proceed.
- Payments are due within 21 days of invoice submission.

EXPERIENCE

JULY 2024 – AUGUST 2025

CONSULTANT – FINANCE/ACCOUNTING ASSISTANCE

CITY OF SOUTH PASADENA

- Prepare investment report and staff report
- Analyze and correct trial balance errors, which include all balance sheet and income statement accounts.
- Review and post daily journal entries; Preparation of year-end closing journals and audit work.
- Work with external auditors for: PROP A/C/TDA/AQMD; Measure M, R, &W.
- Providing services as necessary due to accounting staff vacancies in the Finance Department.

JULY 2008 – DECEMBER 2023 (Retirement)

DIRECTOR OF ADMINISTRATIVE SERVICES

CITY OF ARCADIA

Strategic city executive who provides decisive leadership and oversight for all financial and internal support services. Directed the operations of multiple departments, including Finance, Purchasing, Human Resources, and Information Technology, to deliver complex and highly responsive administrative support across the city. Guided the City to budget surpluses since 2008 and added to the City's General Fund Reserve Balances from \$28 Million to \$70 Million in 2023.

- Strong debt management proficiencies. Earned S&P's 'AAA' rating for the City. Saved tens of millions of dollars in the issuance of \$95 million Pension Obligation Bonds.
- Developed investment policy & managed investment portfolio of \$120+ Million.
- Strategized long-term financial outlook and positioned the City on a sound financial footing.

FEBRUARY 2006 – JULY 2008

DIRECTOR OF FINANCE CITY OF NORWALK

Oversight of the City's financial affairs to include accounting, budgeting, investment, and debt management. Committed to quality and excellence in ensuring the financial integrity of the City.

FEBRUARY 1998 – JANUARY 2006

ASSISTANT DIRECTOR OF FINANCE CITY OF BELLFLOWER

Oversaw operational activities of the finance department, including accounting, investment, budgeting, investment, and debt financing. Effective liaison to department heads and Council to drive effectiveness and efficiency to policy-driven goals.

EDUCATION

Master of Public Administration, CSU Los Angeles

Business Administration – Finance, CSU Los Angeles



City of Sierra Madre **AGENDA REPORT**

Robert Parkhurst, Mayor
Kristine Lowe, Mayor Pro Tem
Edward Garcia, Council Member
Gene Goss, Council Member
Kelly Kriebs, Council Member

Sue Spears, City Treasurer

TO: Honorable Mayor Parkhurst and Members of the City Council

FROM: Clare Lin, Director of Planning & Community Preservation

REVIEWED BY: Michael Bruckner, City Manager

DATE: September 23, 2025

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR GENERAL PLAN UPDATES TO OPEN SPACE AND CONSERVATION ELEMENTS IN AN AMOUNT NOT TO EXCEED \$155,510

STAFF RECOMMENDATION

It is recommended that the City Council:

1. Approve the professional services agreement between the City of Sierra Madre and Kimley-Horn and Associates, Inc. for consultant services related to updates to the General Plan Open Space and Conservation Elements; and,
2. Authorize the City Manager to execute the Agreement in a form acceptable to the City Attorney.

ALTERNATIVES

1. Approve the agreement with Kimley-Horn and Associates, Inc., and authorize the City Manager to execute the contract; or
2. Direct staff to prepare and issue a new request for proposal to solicit bids from other consulting firms providing similar services.

EXECUTIVE SUMMARY

Recent state legislation, Senate Bill (SB) 1425 mandates updates to the General Plan Open Space and Conservation Elements by January 1, 2026, to comply with new planning requirements. Additionally, Assembly Bill (AB) 1889 require updates to the

Conservation Elements by January 1, 2028.

The updates under SB 1425 and AB 1889 must address:

- Equitable access to open space for all residents;
- Open space benefits related to climate resilience;
- Ecosystem restoration and connectivity between core natural and wilderness areas;
- Wildlife movement and landscape connectivity; and
- Mitigation of development impacts on natural habitats.

Given limited internal capacity and the technical scope involved, staff pursued consultant support for these updates. After receiving only one disqualified bid through the City's direct RFP, staff explored alternative procurement methods and recommends utilizing the cooperative procurement process through the City of La Cañada Flintridge, which previously conducted a competitive RFP and awarded a contract to Kimley-Horn and Associates, Inc.

ANALYSIS

Background And Procurement Process

On May 15, 2025, the City of Sierra Madre posted a 34-day RFP on its website for consultant services to update the Open Space and Conservation Elements. Only one bid was received, and it was disqualified due to being submitted after the deadline and exceeding the budget. Given the limited response, staff pursued an alternative procurement method consistent with the City's Municipal Code § 3.08.090 and California Public Contract Code §10298, which allows cooperative purchasing where a competitive bid has already been conducted by another public agency.

The City of La Cañada Flintridge issued an RFP through PlanetBids in June 2025 and received five proposals:

Mobius Planning:	\$182,155
Kimley Horn and Associates Inc:	\$224,330
CASC Engineering and Consulting:	\$244,365
MBI:	\$249,490
Placeworks:	\$249,950

La Cañada Flintridge evaluated all proposals and awarded the contract to Kimley-Horn and Associates, Inc. on August 19, 2025, citing their superior qualifications, clear understanding of project needs, strong analytical methodology, and relevant project experience although their proposal was not the lowest cost. The following is the reference link to the City of La Cañada Flintridge agenda item and staff report: https://lacanadaflintridge-ca.granicus.com/MetaViewer.php?view_id=4&clip_id=1561&meta_id=53982

Proposed Contract

After reviewing La Cañada Flintridge's selection methodology, staff contacted Kimley-Horn to request a revised proposal aligned with Sierra Madre's specific goal: compliance with SB 1425 and AB 1889. In response, Kimley-Horn submitted a streamlined proposal specific to the Open Space and Conservation Elements updates for a not-to-exceed amount of \$155,510, which includes community and commission engagements, tribal consultation, and CEQA compliance tasks. This revised proposal reflects a more focused scope, consistent with both the City's objectives and budget constraints.

To meet the January 2026 statutory deadline for compliance with SB 1425 and the January 2028 statutory deadline for compliance with AB 1889, and to ensure high-quality planning deliverables without the delay of re-bidding, staff recommends entering into an agreement with Kimley-Horn and Associates, Inc. Their qualifications, responsiveness, and proposed cost make them a reliable and cost-effective partner for this critical update to the City's General Plan.

ENVIRONMENTAL(CEQA)

The decision to contract with Kimley-Horn and Associates qualifies for a Common Sense Exemption pursuant to State CEQA Guidelines Section 15061(b)(3). This Exemption is appropriate when it can be seen with certainty that the activity will not have a significant effect on the environment. Further, the consultant will conduct CEQA analysis as part of its updates to the Open Space and Conservation Elements.

STRATEGIC PLAN CORRELATION

This item is consistent with Strategic Plan Objective 2.3 Implementing Environmental Management Programs with Initiative 2.3.1 Preserve and Maintain Hillside areas and Initiative 2.3.2. Manage Wildlife and Human Interactions.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies of this report can be accessed on the City's website at SierraMadreCA.gov.

FISCAL IMPACT

There is no impact to the General Fund. The proposed professional services agreement with Kimley-Horn and Associates, Inc. establishes a not-to-exceed cost of \$155,510. This contract is fully supported within the City's FY 2025–2026 General Plan Internal Services Fund Adopted Budget.

ATTACHMENTS:

1. Professional Service Agreement with Kimley-Horn and Associates, Inc.
2. Proposal from Kimley-Horn and Associates, Inc.

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES
(City of Sierra Madre / Kimley-Horn and Associates, Inc.)**

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Sierra Madre, a California municipal corporation (“City”), and Kimley-Horn and Associates, Inc., a North Carolina corporation (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant:
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s proposal to City dated 8/26/2025 and attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is: Clare Lin, Director of Planning and Community Preservation. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant
- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This

fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is One Hundred Fifty Five Thousand and Five Hundred and Ten Dollars (\$ 155,510.00).
- 3.5. “Commencement Date”: _____.
- 3.6. “Termination Date”: _____.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of care and skill ordinarily exercised, under similar circumstances, by reputable members of Consultant’s profession in the same locality at the time the services are provided, and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of

Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Campaign Contributions.** This Agreement is subject to Government Code Section 84308, as amended by SB 1439. Consultant shall disclose any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party or the party's agent. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form to the City prior to, or concurrent with, the Consultant's execution of this Agreement.
- 5.8. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Surabhi Barbhaya shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.9. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.10. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.11. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.12. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents

shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

- 5.13. **Skilled and Trained Workforce Requirement.** When the use of a skilled and trained workforce is required to complete a contract pursuant to existing law, this contract is subject to such requirement and Consultant agrees to use a skilled and trained workforce.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount

previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. This Agreement is subject to Prevailing Wage Laws, for all work performed under this Agreement for which the payment of prevailing wage is required by those laws. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall become upon payment for such, and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. Any modifications made by the City to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the City's sole risk and without liability to the Consultant, and the City shall indemnify, defend and hold the Consultant harmless from all claims, damages,

losses and expenses, including but not limited to attorney's fees, resulting therefrom.

10. RELATIONSHIP OF PARTIES

- 10.1. General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1. Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2. Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage to the extent arising out of or in connection with Consultant's ~~alleged~~ negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.

11.3. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole or active negligence or willful misconduct of the City.

11.4. **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. ~~Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.~~

~~11.5. **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.~~

~~11.6.~~11.5. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.

~~11.7.~~11.6. **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.

~~11.8.~~11.7. **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the project name: _____
- Documentation of Best's rating acceptable to the City.

- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- **Professional Liability Insurance:** \$1,000,000 per-~~occurrence~~claim, \$2,000,000 aggregate
- **General Liability:**
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000
- **Workers' Compensation:**
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000
- **Automobile Liability:**
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of Sierra Madre must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker’s Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant’s insurance policies shall be primary as respects any claims related to or as the result of the Consultant’s work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant’s insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days’ notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired

policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Sierra Madre, Attn: _____, 232 W. Sierra Madre Blvd., Sierra Madre, CA 91024.

- 12.12. **Consultant's Insurance Primary.** The General and Auto liability insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement. City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.
- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration or early termination of this Agreement.

13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, email, or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

City of Sierra Madre

232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024
Telephone: (626) 355-7135
Email: _____

If to Consultant

[Surabhi Barbhaya](#)
[Kimley-Horn and Associates, Inc.](#)
[1100 W. Town & Country Rd.](#)
[Suite 700](#)
[Orange, CA 92868](#)
[Telephone: \(714\) 462-2770](#)
Surabhi.barbhaya@kimley-horn.com

With courtesy copy to:
Aleks R. Giragosian, Esq.
Sierra Madre City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd., Suite 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Email: agiragosian@chwlaw.us

15. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 5.11 (Records), Section 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), Section 12.8 (Claims-Made Policies), paragraph 12.13 (Waiver of Subrogation), Section 13.2 (Consultant Cooperation in Defense of Claims), Section 15 (Surviving Covenants), Section 17 (Interpretation of Agreement), and Section 18 (General Provisions) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement by the City upon 30 days' notice.

- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and its exhibits, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the exhibits of this Agreement, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement. Notwithstanding any other provision of this Agreement, the Consultant shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the City, third parties, or governmental agencies.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual

orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to sole jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.13. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”
City of Sierra Madre

“CONSULTANT”
Kimley-Horn and Associates, Inc.

Authorized Signatories:

Signature: _____

Signature: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Signature: _____

Title: City Clerk

Date: _____

Approved as to Form:

Signature: _____

Printed: _____

Title: City Attorney

Date: _____

EXHIBIT A
Scope of Services

Professional Services Agreement – Consultant Services
Exhibit A

Proposal For Parks & Open Space, and Conservation Elements Update

Scope of Work

Task 1: Project Initiation and Management

Task 1.1: Kick-off Meeting

The Kimley-Horn team will hold an in-person kick-off meeting with the City project team. We will review and refine the scope of work, project schedule, communications protocol, and deliverables. The team will also discuss staff expectations, data needs, and the community outreach approach.

Deliverables

- Kick-off meeting agenda and summary
- Data needs memo

Task 1.2: Project Coordination

The Kimley-Horn team will hold monthly virtual coordination meetings with City staff. We will prepare agendas, summaries, and action items for each meeting to align with the project schedule. Ongoing communication will be maintained via email and phone calls. A dedicated SharePoint site on Microsoft Teams will be set up for document sharing and review.

Deliverables

- Monthly virtual coordination meetings (up to eight [8])
- Meeting agendas and summaries
- Link to SharePoint site via Teams

Task 1.3: Project Management

Surabhi Barbhaya, AICP, LEED AP, will manage the project's daily operations, including coordination with subconsultants and task leaders. Her coordination and management responsibilities will include tracking progress, managing invoicing and reports, maintaining project files, managing the scope, schedule, and budget.

Deliverables

- Monthly invoices; Progress reports
- Internal coordination
- Updated schedules and budgets (as needed)

Task 2: Community and Stakeholder Engagement

Task 2.1: Public Workshop (in-person)

Kimley-Horn will facilitate one (1) in-person workshop (typically 2 hours long) to solicit input and educate the public about the updates to the elements. We will have a presentation and activity stations such as post-it exercises along with comment cards to gather input. The format of the event, venue, and exercises that will be most effective will be discussed in greater detail during the coordination meetings. We will provide the City with a summary of the workshop, and the results will be used for the formulation of the policies.

Proposal For Parks & Open Space, and Conservation Elements Update

Kimley-Horn will design one promotional piece to publicize the opportunity to participate. The promotional piece will be provided to the City for review, and one round of revisions is assumed. The promotional piece will be provided in English. The City will be responsible for securing the venue and dissemination of the promotional piece through the City website, social media platforms, newsletters, printed mailings, or other methods as determined suitable to obtain the greatest participation from the community.

Deliverables

- Conduct one (1) in-person workshop
- Meeting collateral in English – PDF copies of the flyer and presentation
- Informational and activity boards: up to four (4) boards (size 22X36 inches)
- Workshop summary

Task 2.2: Departments/Commission Workshops

Kimley-Horn will facilitate a total of two (2) workshops with departments such as Parks & Recreation Commission, Public Works, Planning Commission and/or City Council depending on the direction of the City. We recommend the first meeting occur prior to the community workshop to help shape the materials and ideas presented to the public, and the second meeting follow the workshop to refine solutions based on community feedback. These workshops will be conducted in a small focus group format, ideally with 4 to 6 participants, to promote efficient discussion and problem-solving. The City will coordinate meeting logistics and invitations. Feedback received that falls outside the current scope will be documented and shared with the City for consideration in future, more comprehensive update of General Plan.

Deliverables

- Meetings/workshops (two[2] in-person)
- Presentation, meeting materials
- Workshop summary

Task 3: Draft and Final General Plan Elements

Task 3.1: Draft Conservation Element

This task will involve a comprehensive update of the City's Conservation Element to reflect current conditions and align with recent state mandates, including AB 1889. We will examine the current state of natural resources, including wildlife habitats, vegetation communities, and soil conditions. This analysis will include a review of existing preservation and management practices and the identification of environmentally sensitive areas that may warrant additional protection. The analysis will also document existing conservation efforts, such as water conservation measures, waste management, and energy efficiency programs, and consider how urban growth may impact these resources. Additionally, this analysis will align with state and local conservation goals, climate adaptation strategies, and regulations to guide policies that strive to balance resource conservation with the City's development needs. This effort will include a detailed review of existing conditions, identification of key issues and opportunities, and the development of updated goals, policies, and implementation actions that support habitat linkages and long-term ecological resilience.

To comply with AB 1889, Kimley-Horn will update its Conservation Element to address wildlife connectivity, habitat permeability, and opportunities for ecological restoration. Using regional data

Proposal For Parks & Open Space, and Conservation Elements Update

sources—such as the California Department of Fish and Wildlife’s (CDFW’s) habitat connectivity maps—and Google Earth assessments conducted in partnership with Bargas Consulting as well as staff interviews, the update will identify potential movement corridors within the City. Various maps that show penetration potential, land blocks, and essential corridors will be created to support discussion in compliance with AB 1889.

The updated Element will include goals and implementation actions that avoid or minimize new barriers to wildlife movement, encourage wildlife-friendly design and landscaping, and promote habitat restoration where feasible. Policies will also emphasize coordination with neighboring jurisdictions and other agencies to support regional ecological health. The final update will be delivered with supporting maps and GIS layers, ensuring that the City meets the statutory intent of AB 1889 while aligning with its broader environmental and land use goals.

Deliverables

- Draft Conservation Element (Digital Copy)

Task 3.2: Draft Open Space and Recreation Element

This task will involve a comprehensive update of the City’s Open Space Element to reflect current conditions and align with recent state mandates, including SB 1425. This task will involve collecting current data provided by the City’s Parks and Recreation Department and desktop research on all parks, recreational facilities, trails, and natural open spaces, including acreage, amenities, recreation activities, and condition. The team will review and reconcile City geographic information system (GIS) layers, data from Parks and Recreation Department, and recent improvements since the last General Plan update, for consistency with the Park Planning activities and any relevant planning documents. In addition, we will document park classifications, service areas, and gaps in access using industry benchmarks and community needs. This effort will include a detailed review of existing conditions, identification of key issues and opportunities, and the development of updated goals, policies, and implementation actions.

In compliance with SB 1425, Kimley-Horn will utilize GIS data provided by the City to develop maps that overlay existing parks, five-minute walk sheds, and environmental and demographic data from CalEnviroScreen 4.0. This spatial analysis will help identify neighborhoods with limited access to parks and recreation opportunities. Additionally, we will incorporate findings from existing studies such as the County’s Parks Needs Assessments and the LA County Parks Study Area Profile to document the types of recreational activities currently available. These insights will inform targeted strategies to improve park access and equity for historically underserved populations.

To evaluate the role of open space in supporting climate adaptation, we will rely on relevant plans already created by the City as well as best practices. Our analysis will assess factors such as extreme heat exposure, flood risk, air quality, and urban heat island effects, and will rely on Climate Vulnerability Assessment. We will develop policy recommendations that support expansion or modification of the tree canopy in response to fire protection if needed, creation of shaded recreational spaces, and integration of nature-based infrastructure to enhance public health and climate resilience.

Consistent with SB 1425, the Open Space and Recreation Element update will also recommend policies to study rewilding opportunities within the City and integrate them with the Conservation Element. This includes restoring native habitat corridors, repurposing underutilized areas for ecological functions, and enhancing biodiversity. We will propose policies that promote habitat connectivity, watershed health,

Proposal For Parks & Open Space, and Conservation Elements Update

and the protection of cultural and historic resources, contributing to a more resilient and ecologically balanced open space network.

Deliverables

- Draft Parks and Open Space Element (Digital Copy)

Task 3.3: Public Review and Final General Plan Element

Upon City staff's review of the Administrative Draft, the Kimley-Horn team will meet with City staff to discuss the comments. The team will then integrate the suggested revisions to produce a public review draft of the GPU, which will be presented at City Council hearings.

After public hearings with the City Council, and once City staff confirms final changes, the Kimley-Horn team will refine the draft General Plan to produce the final version. Revisions at this stage are anticipated to be minimal, focusing on adjustments identified during the public hearing process to align with community input and City Council directives.

Deliverables

- Public Review Draft of the two elements (Digital Copy)
- Final Draft of the two elements (Digital Copy)

Task 3.4: Tribal Consultation Pursuant to SB 18

SB 18 tribal consultation, enacted in 2004 and codified in California Government Code Section 65352.3, requires early consultation with California Native American tribes when amending General Plan elements that could impact sacred sites or tribal lands. Kimley-Horn will provide Senate Bill (SB 18) Native American communications assistance, as directed by the City. Kimley-Horn will contact the Native American Heritage Commission (NAHC) to request a Sacred Lands File (SLF) Search and an SB 18 list of Native American tribes and individuals to contact. Using the NAHC SB 18 list, Kimley-Horn will draft SB 18 letters for City distribution. The letters' objective will be to contact the identified entities to discern whether a tribe or individual has knowledge of cultural resources within the Project boundaries. A request for consultation would require the City to enter a consultation process.

Since a CEQA exemption is currently anticipated for these updates, AB 52 tribal consultation is not required at this time. However, if a more detailed CEQA review becomes necessary as the project progresses, Kimley-Horn can support the City in conducting AB 52 consultation in compliance with all applicable requirements.

Deliverables

- Identifying tribes and contact
- Drafting and mailing letters to tribes
- Consultation as required

Task 3.5: CEQA Exemption for General Plan Elements

Based on Kimley-Horn's professional judgment and experience, the proposed updates to the Conservation and Open Space/Recreation Element may qualify for a Commonsense Exemption pursuant to State CEQA Guidelines Section 15061(b)(3). This Exemption is appropriate when it can be

Exhibit B
Approved Fee Schedule

Professional Services Agreement – Consultant Services
Exhibit B

Kimley-Horn and Associates, Inc.																							
City of Sierra Madre Open Space & Recreation and Conservation Elements Update	Name	Surabhi Barbhaya Project Manager/Sr. Professional I	Elizabeth Cobb Principal-in- Charge/Sr. Professional II	Sr. Professional III	Sr. Professional I	Analyst II	Analyst II	Analyst I	Support Staff	KH Total Hours	KH Cost	Bargas Cost	TOTAL PROJECT COST										
														Billing Rate									
Task 1	Project Initiation and Management																						
1.1	Kick-Off Meeting	54	2	4	0	0	0	0	6	66	\$ 18,270.00	\$ 750.00	\$ 19,020.00										
1.2	Project Coordination	6		4						10	\$ 3,180.00	\$ 750.00	\$ 3,930.00										
1.3	Project Management	24	2						4	26	\$ 7,020.00		\$ 7,020.00										
Task 2	Community and Commission Engagement																						
2.1	Community Workshop (1)	28	0	12	0	20	4	4	0	64	\$ 16,840.00	\$ 3,000.00	\$ 19,840.00										
2.2	Commission Workshops and Presentations (2)	16		4		12		4		36	\$ 8,960.00	\$ 1,000.00	\$ 9,960.00										
Task 3	Draft and Final General Plan Elements																						
3.1	Draft Conservation Element	102	10	6	20	84	10	10	0	392	\$ 94,370.00	\$ 7,000.00	\$ 101,370.00										
3.2	Draft Open Space/Recreation Element	40	2	6	60	24				132	\$ 31,960.00	\$ 7,000.00	\$ 38,960.00										
3.3	Public Review and Final General Plan Element	16	2		20	60				186	\$ 44,950.00		\$ 44,950.00										
3.4	Tribal Consultation Pursuant to SB 18	2		4		24				42	\$ 10,510.00		\$ 10,510.00										
3.5	CEQA Exemption General Plan Elements	4				4		4		10	\$ 2,140.00		\$ 2,140.00										
Task 4	Public Hearings and Adoption																						
4.1	Public Hearing Meetings/Presentations (2)	16	0	6	0	12	6	6	0	50	\$ 12,530.00	\$ 1,250.00	\$ 13,780.00										
	TOTAL HOURS	200	12	28	20	116	14	14	6	572													
	Subtotal Labor:	\$56,000.00	\$4,500.00	\$10,500.00	\$6,900.00	\$22,040.00	\$2,450.00	\$900.00															
	Other Direct Costs																						
	Expenses (Milage and printing)																						
	TOTAL COST:										\$ 143,510.00	\$ 12,000.00	\$ 155,510.00										

CITY OF SIERRA MADRE

Proposal For Parks & Open Space, and Conservation Elements Update Consultant Services

Proposal For Parks & Open Space, and Conservation Elements Update

Cover Letter

August 26, 2025
Clare Lin, Planning & Community Preservation Director
City of Sierra Madre
232 W. Sierra Madre Blvd. Sierra Madre, CA 91024

1100 Town and Country Road Suite 700
Orange, CA 92868
TEL: 714.939.1030

RE: Proposal for Parks & Open Space, and Conservation Elements Update Consultant Services

Dear Ms. Lin and Members of the Selection Committee:

The **City of Sierra Madre** (City) is seeking a trusted and knowledgeable consultant to complete a Conservation and Open Space and Recreation Elements Update. To successfully deliver this project, the City needs a reliable consultant with relevant experience, a cohesive team, and a proven project management approach to complete the remaining necessary tasks to implement the City's General Plan. **Kimley-Horn is that consultant.** With extensive experience updating Conservation, and Open Space and Recreation Elements—including recent projects for the Cities of Moreno Valley and Scotts Valley—our team is highly knowledgeable in addressing current and emerging legislative requirements. We have a strong track record of delivering General Plan Updates (GPUs) that align with evolving state mandates. While reviewing our proposal, please consider the following Kimley-Horn attributes:

AT THE FOREFRONT. Recent legislative changes, including **Senate Bill (SB) 1425**, and **Assembly Bill (AB) 1889**, have introduced new requirements for Open Space and conservation elements of General Plans related to climate resilience, equity, and wildlife connectivity. Kimley-Horn is actively helping communities incorporate these mandates into their plans. We are currently supporting the City of Moreno Valley in updating its General Plan and Zoning Code to align with these laws and position the City for future resilience and funding opportunities. Our experience and familiarity with these new laws will provide invaluable insight to the City for these updates.

COMPREHENSIVE, EXPERIENCED TEAM. The Kimley-Horn team brings proven experience in community design and land use policy, offering creative, practical solutions. Our well-rounded approach balances design, environmental, social, and fiscal considerations to support long-term implementation. **Surabhi Barbhaya, AICP, LEED AP, Elizabeth Cobb, Matt Durham, PLA, ASLA, Bryant de la Torre, AICP, and Daria Young** bring decades of combined experience in planning, environmental review, and public engagement. We have also partnered with **Thomas Liddicoat of Bargas Consulting**, who will support the Conservation Element and explore rewilding opportunities. Our key staff will be supported by a core team of planners with direct experience in Conservation, and Open Space and Recreation Elements updates.

We welcome the opportunity to help the City achieve its goals and proceed with the update of these elements. For any questions, please contact Surabhi Barbhaya, AICP, LEED AP at 949.426.8886 or at surabhi.barbhaya@kimley-horn.com. Thank you for considering Kimley-Horn. We look forward to partnering with the City.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC



Surabhi Barbhaya, AICP, LEED AP
Project Manager



Jacob Glaze, PE
Vice President

Proposal For Parks & Open Space, and Conservation Elements Update

**Jacob Glaze is authorized to bind Kimley-Horn and execute agreements on behalf of the firm.*

Introduction

Founded in 1967, Kimley-Horn is a privately held corporation that has grown into a leading consulting firm offering comprehensive and innovative planning services; environmental engineering; development review services; landscape design; and traffic, civil, and structural services to public and private agencies throughout the United States. We employ more than 10,000 personnel in 145 offices nationwide, including 15 offices in California—which staff over 850 planners, engineers, analysts, and administrative staff locally. Kimley-Horn is recognized as a leader in consulting for both the public and private sectors. Our growth is the result of the firm’s commitment to integrity and dedication to providing quality services.



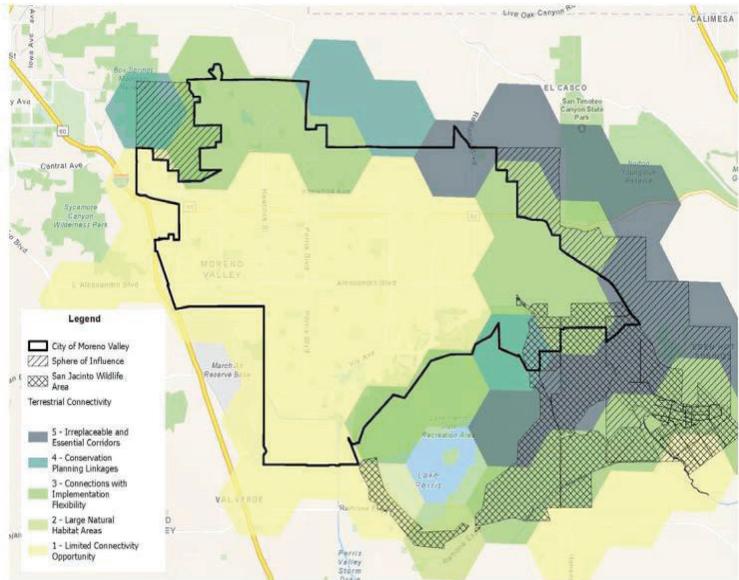
Proposal For Parks & Open Space, and Conservation Elements Update

Recent Experience

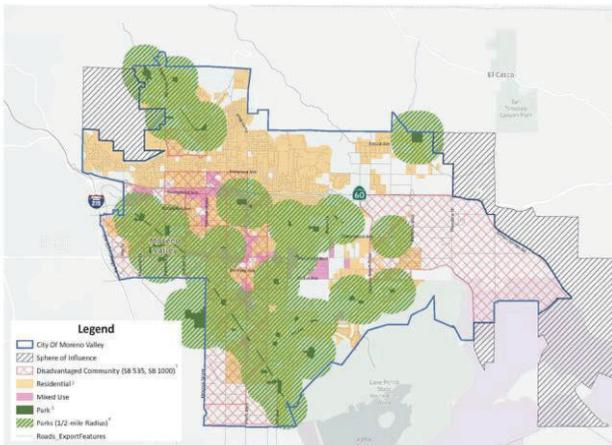
Moreno Valley GPU, EIR, and Zoning Code Update, City of Moreno Valley, CA

The City of Moreno Valley’s General Plan, originally adopted in 2021, established a forward-looking vision centered on growth, sustainability, and equity through 2040. However, with the adoption of several new state laws—such as AB 932, SB 1425, AB 1889, and AB 2684—some with compliance deadlines as early as January 2026, the General Plan now requires targeted updates to maintain consistency with state mandates. The City has also annexed areas within its Sphere of Influence, which must be incorporated into updated land use policies and maps. Kimley-Horn is supporting the City in updating the General Plan to integrate new statutory requirements while reflecting development progress and policy implementation that occurred between 2021 and 2025. Kimley-Horn is also making sure that consistency is maintained throughout various elements of the General Plan and with the Environmental Impact Report (EIR). We also made changes to existing conditions to reflect the most recent data such as fire maps, demographics, parks and rec facilities as well as policy changes per present day needs and conditions. The GPU proposed new mixed use and overlay zones as well as changes to the Airport Overlay Zone. Kimley-Horn is helping the City’s zoning code and zoning map update to align with the changes in the General Plan.

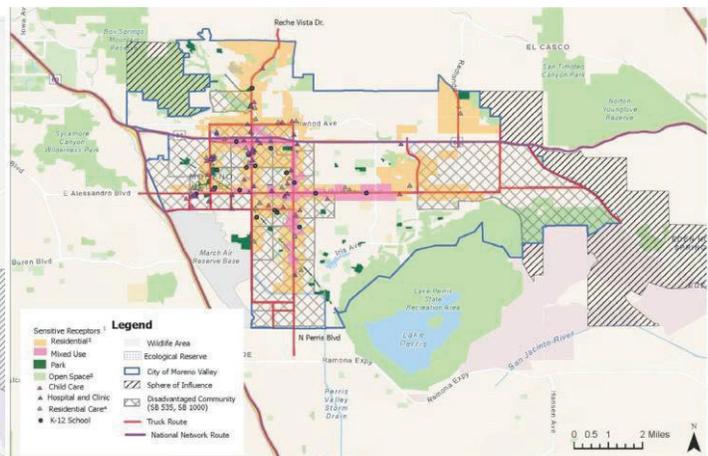
Map OSRC-4: Terrestrial Connectivity



Map PP5-2: Park Service Areas



Map C-6: 2040 Truck Routes and Sensitive Receptors

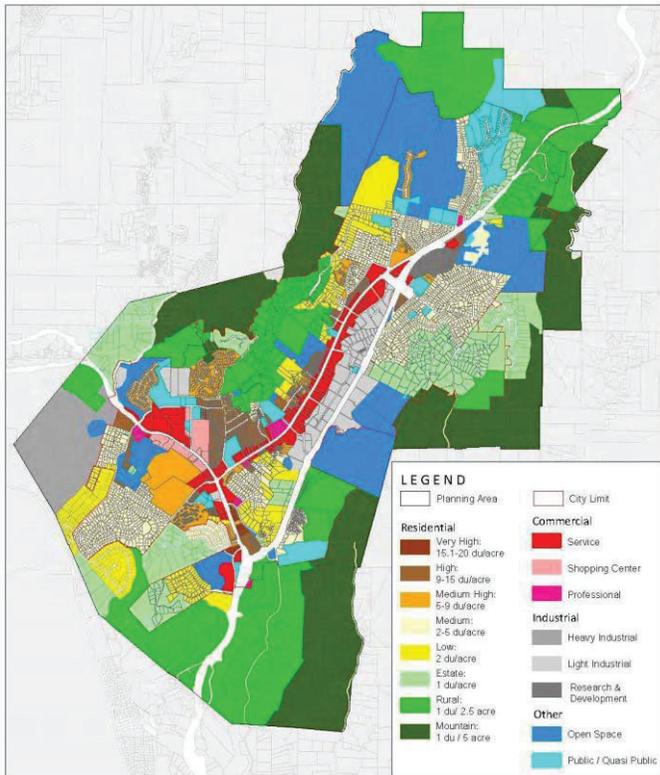


Proposal For Parks & Open Space, and Conservation Elements Update

Scotts Valley GPU and EIR, City of Scotts Valley, CA

Kimley-Horn collaborated with the City of Scotts Valley to update its General Plan, the first revision since 1994, adopted in November 2023. It outlines the City's long-term vision for land use, housing, transportation, and public services. The General Plan aims to enhance community livability, economic vitality, and environmental sustainability. Key objectives include promoting sustainable development, improving infrastructure, and preserving open spaces while accommodating growth. The plan emphasizes community engagement and aims to foster a vibrant, inclusive atmosphere.

To facilitate community engagement, Kimley-Horn created eye-catching branding and logo, and four magazine-style fact sheets that provided context and solicited public feedback on potential issues. Additionally, a web-based survey garnered responses from over 800 residents, resulting in approximately 175 pages of written comments. The project included a strategic assessment of land uses to identify optimal uses for vacant and underdeveloped parcels, focusing on increased densities near the proposed Town Center and along transit corridors. Furthermore, Kimley-Horn developed a citywide traffic model, a climate action plan, and a programmatic EIR as part of the planning process, providing a comprehensive approach to the City's growth and sustainability. The Climate Action Plan specifically outlines strategies for reducing greenhouse gas (GHG) emissions and fostering collaboration with local stakeholders.



Proposal For Parks & Open Space, and Conservation Elements Update

Rolling Hills Estates GPU and EIR, City of Rolling Hills Estates, CA

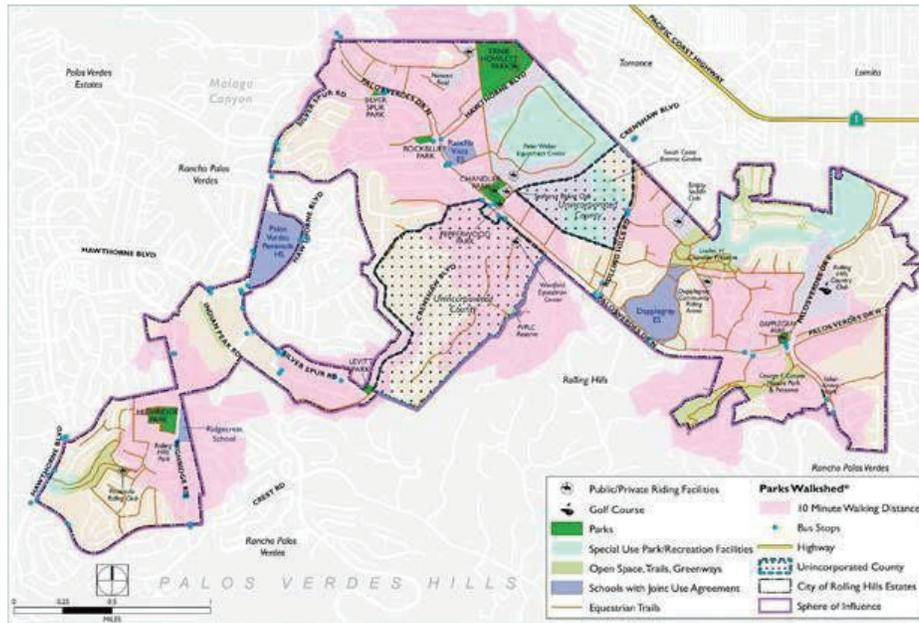
While with her previous firm, **Surabhi Barbhaya, AICP, LEED AP** worked on the GPU for the City of Rolling Hills Estates. The update reflects the City's vision and includes a strong focus on enhancing sustainability, complying with changes in state law, and improving the Plan's usefulness. The City's Open Space and Recreation Element, as part of its GPU, emphasizes the preservation and enhancement of the City's parks, trails, and open spaces to maintain its semi-rural character and promote community well-being. The Element outlines



plans for three new mini-parks to increase the percentage of residents within a 10-minute walk to a park. As a part of the GPU, the Circulation and Conservation elements were also updated to emphasize multimodal connectivity and cutting-edge policies related to conservation respectively. Additionally, the Commercial District Vision Plan, which Surabhi also led, includes proposals for new plazas and green spaces in areas like the Promenade Mall and Peninsula Center, aiming to create vibrant, accessible public spaces. The city also maintains 25 miles of equestrian trails and 10 miles of bicycle paths, reflecting its commitment to diverse recreational opportunities. Overall, the Element seeks to balance development with the conservation of natural resources, making sure that open spaces continue to serve ecological functions while providing recreational benefits to residents.

Proposal For Parks & Open Space, and Conservation Elements Update

Park Pedestrian Access Gap Map



County of Lassen, Regional Area Plan Update, Lassen County, CA (August 2024– Ongoing)

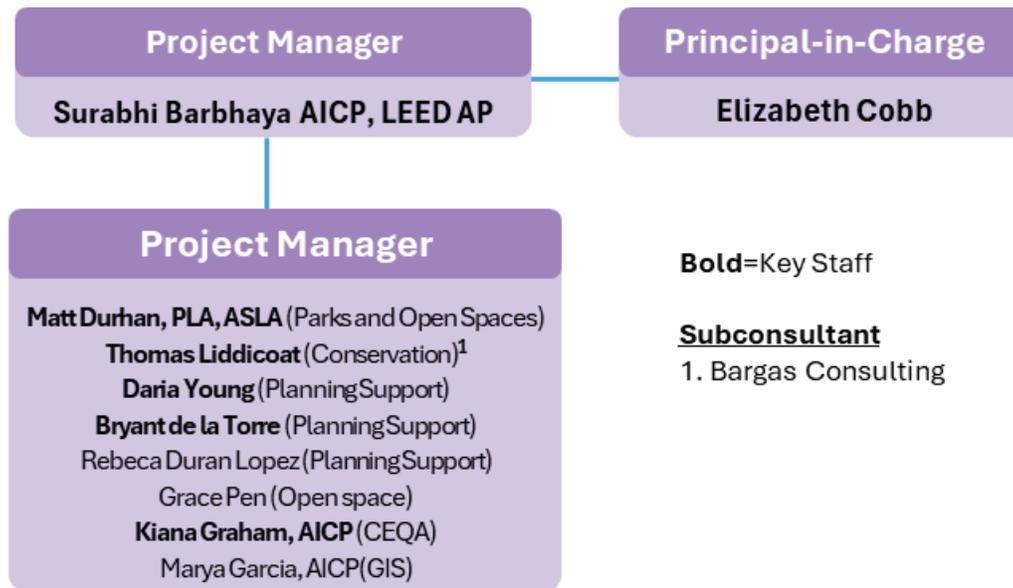
Kimley-Horn is helping Lassen County with the update of the regional Area Plan Update, which aims to address shifts within the community and changing circumstances that influence the County's future direction. A comprehensive regional Area Plan Update is carefully crafted by integrating long-term visioning collected through extensive community engagement, modifying and adding text to emphasize policies and programs that address concerns the Board of Supervisors raised. This Update will establish the foundation for a thriving and resilient community for generations to come. It includes the Johnsonville, Susanville Vicinity, Richmond/Gold Run, Lake Forest community, and nearby areas. Located along Lassen County's southern edge, just outside Susanville, the study area serves as a crucial link between rural communities and the broader regional infrastructure. Regional access is supported by major highways, including California State Routes 44, 36, 139, and U.S. Highway 395, which provide essential transportation corridors for local and regional traffic, connecting the area to surrounding counties and the rest of California. The plan includes Land Use, Housing, Conservation and Open Space, Economic Development, Public Safety, and Circulation Elements for each of the communities.

Proposal For Parks & Open Space, and Conservation Elements Update

project manager throughout the project’s duration, allowing for timely execution, effective problem solving, and seamless coordination with all stakeholders.

Organization Chart

The organization chart below delineates the specific responsibilities of Kimley-Horn’s key personnel and support staff. Resumes of our proposed key team members are included in the Appendix of this proposal.



Proposal For Parks & Open Space, and Conservation Elements Update

Scope of Work

Task 1: Project Initiation and Management

Task 1.1: Kick-off Meeting

The Kimley-Horn team will hold an in-person kick-off meeting with the City project team. We will review and refine the scope of work, project schedule, communications protocol, and deliverables. The team will also discuss staff expectations, data needs, and the community outreach approach.

Deliverables

- Kick-off meeting agenda and summary
- Data needs memo

Task 1.2: Project Coordination

The Kimley-Horn team will hold monthly virtual coordination meetings with City staff. We will prepare agendas, summaries, and action items for each meeting to align with the project schedule. Ongoing communication will be maintained via email and phone calls. A dedicated SharePoint site on Microsoft Teams will be set up for document sharing and review.

Deliverables

- Monthly virtual coordination meetings (up to eight [8])
- Meeting agendas and summaries
- Link to SharePoint site via Teams

Task 1.3: Project Management

Surabhi Barbhaya, AICP, LEED AP, will manage the project's daily operations, including coordination with subconsultants and task leaders. Her coordination and management responsibilities will include tracking progress, managing invoicing and reports, maintaining project files, managing the scope, schedule, and budget.

Deliverables

- Monthly invoices; Progress reports
- Internal coordination
- Updated schedules and budgets (as needed)

Task 2: Community and Stakeholder Engagement

Task 2.1: Public Workshop (in-person)

Kimley-Horn will facilitate one (1) in-person workshop (typically 2 hours long) to solicit input and educate the public about the updates to the elements. We will have a presentation and activity stations such as post-it exercises along with comment cards to gather input. The format of the event, venue, and exercises that will be most effective will be discussed in greater detail during the coordination meetings. We will provide the City with a summary of the workshop, and the results will be used for the formulation of the policies.

Proposal For Parks & Open Space, and Conservation Elements Update

Kimley-Horn will design one promotional piece to publicize the opportunity to participate. The promotional piece will be provided to the City for review, and one round of revisions is assumed. The promotional piece will be provided in English. The City will be responsible for securing the venue and dissemination of the promotional piece through the City website, social media platforms, newsletters, printed mailings, or other methods as determined suitable to obtain the greatest participation from the community.

Deliverables

- Conduct one (1) in-person workshop
- Meeting collateral in English – PDF copies of the flyer and presentation
- Informational and activity boards: up to four (4) boards (size 22X36 inches)
- Workshop summary

Task 2.2: Departments/Commission Workshops

Kimley-Horn will facilitate a total of two (2) workshops with departments such as Parks & Recreation Commission, Public Works, Planning Commission and/or City Council depending on the direction of the City. We recommend the first meeting occur prior to the community workshop to help shape the materials and ideas presented to the public, and the second meeting follow the workshop to refine solutions based on community feedback. These workshops will be conducted in a small focus group format, ideally with 4 to 6 participants, to promote efficient discussion and problem-solving. The City will coordinate meeting logistics and invitations. Feedback received that falls outside the current scope will be documented and shared with the City for consideration in future, more comprehensive update of General Plan.

Deliverables

- Meetings/workshops (two[2] in-person)
- Presentation, meeting materials
- Workshop summary

Task 3: Draft and Final General Plan Elements

Task 3.1: Draft Conservation Element

This task will involve a comprehensive update of the City's Conservation Element to reflect current conditions and align with recent state mandates, including AB 1889. We will examine the current state of natural resources, including wildlife habitats, vegetation communities, and soil conditions. This analysis will include a review of existing preservation and management practices and the identification of environmentally sensitive areas that may warrant additional protection. The analysis will also document existing conservation efforts, such as water conservation measures, waste management, and energy efficiency programs, and consider how urban growth may impact these resources. Additionally, this analysis will align with state and local conservation goals, climate adaptation strategies, and regulations to guide policies that strive to balance resource conservation with the City's development needs. This effort will include a detailed review of existing conditions, identification of key issues and opportunities, and the development of updated goals, policies, and implementation actions that support habitat linkages and long-term ecological resilience.

To comply with AB 1889, Kimley-Horn will update its Conservation Element to address wildlife connectivity, habitat permeability, and opportunities for ecological restoration. Using regional data

Proposal For Parks & Open Space, and Conservation Elements Update

sources—such as the California Department of Fish and Wildlife’s (CDFW’s) habitat connectivity maps—and Google Earth assessments conducted in partnership with Bargas Consulting as well as staff interviews, the update will identify potential movement corridors within the City. Various maps that show penetration potential, land blocks, and essential corridors will be created to support discussion in compliance with AB 1889.

The updated Element will include goals and implementation actions that avoid or minimize new barriers to wildlife movement, encourage wildlife-friendly design and landscaping, and promote habitat restoration where feasible. Policies will also emphasize coordination with neighboring jurisdictions and other agencies to support regional ecological health. The final update will be delivered with supporting maps and GIS layers, ensuring that the City meets the statutory intent of AB 1889 while aligning with its broader environmental and land use goals.

Deliverables

- Draft Conservation Element (Digital Copy)

Task 3.2: Draft Open Space and Recreation Element

This task will involve a comprehensive update of the City’s Open Space Element to reflect current conditions and align with recent state mandates, including SB 1425. This task will involve collecting current data provided by the City’s Parks and Recreation Department and desktop research on all parks, recreational facilities, trails, and natural open spaces, including acreage, amenities, recreation activities, and condition. The team will review and reconcile City geographic information system (GIS) layers, data from Parks and Recreation Department, and recent improvements since the last General Plan update, for consistency with the Park Planning activities and any relevant planning documents. In addition, we will document park classifications, service areas, and gaps in access using industry benchmarks and community needs. This effort will include a detailed review of existing conditions, identification of key issues and opportunities, and the development of updated goals, policies, and implementation actions.

In compliance with SB 1425, Kimley-Horn will utilize GIS data provided by the City to develop maps that overlay existing parks, five-minute walk sheds, and environmental and demographic data from CalEnviroScreen 4.0. This spatial analysis will help identify neighborhoods with limited access to parks and recreation opportunities. Additionally, we will incorporate findings from existing studies such as the County’s Parks Needs Assessments and the LA County Parks Study Area Profile to document the types of recreational activities currently available. These insights will inform targeted strategies to improve park access and equity for historically underserved populations.

To evaluate the role of open space in supporting climate adaptation, we will rely on relevant plans already created by the City as well as best practices. Our analysis will assess factors such as extreme heat exposure, flood risk, air quality, and urban heat island effects, and will rely on Climate Vulnerability Assessment. We will develop policy recommendations that support expansion or modification of the tree canopy in response to fire protection if needed, creation of shaded recreational spaces, and integration of nature-based infrastructure to enhance public health and climate resilience.

Consistent with SB 1425, the Open Space and Recreation Element update will also recommend policies to study rewilding opportunities within the City and integrate them with the Conservation Element. This includes restoring native habitat corridors, repurposing underutilized areas for ecological functions, and enhancing biodiversity. We will propose policies that promote habitat connectivity, watershed health,

Proposal For Parks & Open Space, and Conservation Elements Update

and the protection of cultural and historic resources, contributing to a more resilient and ecologically balanced open space network.

Deliverables

- Draft Parks and Open Space Element (Digital Copy)

Task 3.3: Public Review and Final General Plan Element

Upon City staff's review of the Administrative Draft, the Kimley-Horn team will meet with City staff to discuss the comments. The team will then integrate the suggested revisions to produce a public review draft of the GPU, which will be presented at City Council hearings.

After public hearings with the City Council, and once City staff confirms final changes, the Kimley-Horn team will refine the draft General Plan to produce the final version. Revisions at this stage are anticipated to be minimal, focusing on adjustments identified during the public hearing process to align with community input and City Council directives.

Deliverables

- Public Review Draft of the two elements (Digital Copy)
- Final Draft of the two elements (Digital Copy)

Task 3.4: Tribal Consultation Pursuant to SB 18

SB 18 tribal consultation, enacted in 2004 and codified in California Government Code Section 65352.3, requires early consultation with California Native American tribes when amending General Plan elements that could impact sacred sites or tribal lands. Kimley-Horn will provide Senate Bill (SB 18) Native American communications assistance, as directed by the City. Kimley-Horn will contact the Native American Heritage Commission (NAHC) to request a Sacred Lands File (SLF) Search and an SB 18 list of Native American tribes and individuals to contact. Using the NAHC SB 18 list, Kimley-Horn will draft SB 18 letters for City distribution. The letters' objective will be to contact the identified entities to discern whether a tribe or individual has knowledge of cultural resources within the Project boundaries. A request for consultation would require the City to enter a consultation process.

Since a CEQA exemption is currently anticipated for these updates, AB 52 tribal consultation is not required at this time. However, if a more detailed CEQA review becomes necessary as the project progresses, Kimley-Horn can support the City in conducting AB 52 consultation in compliance with all applicable requirements.

Deliverables

- Identifying tribes and contact
- Drafting and mailing letters to tribes
- Consultation as required

Task 3.5: CEQA Exemption for General Plan Elements

Based on Kimley-Horn's professional judgment and experience, the proposed updates to the Conservation and Open Space/Recreation Element may qualify for a Commonsense Exemption pursuant to State CEQA Guidelines Section 15061(b)(3). This Exemption is appropriate when it can be

Proposal For Parks & Open Space, and Conservation Elements Update

seen with certainty that the activity will not have a significant effect on the environment. Because the Element updates are policy-based and are not anticipated to include implementation actions or site-specific changes that would result in physical environmental effects, the exemption may be applicable.

Kimley-Horn will prepare a draft Notice of Exemption (NOE) that includes a project description and justification for the applicability of Section 15061(b)(3). The draft NOE will be submitted to the City in digital format for review and comment. One consolidated set of comments is anticipated. Kimley-Horn will revise the document in response to the City's comments and prepare a final NOE for filing. Upon adoption of the General Plan Elements, and at the City's direction, Kimley-Horn will file the final NOE with the County Clerk and the State Clearinghouse.

If, during preparation or City review, it is determined that the Element updates may result in reasonably foreseeable environmental impacts, Kimley-Horn will assist the City in determining the appropriate CEQA clearance (such as an Addendum to the General Plan EIR, Negative Declaration, or other appropriate document) and will provide an updated scope and fee for those services.

Deliverables

- Draft and final Notice of Exemption (Digital copy)
- Filing with County Clerk and State Clearing House (SCH)

Task 4.0: Public Hearings and Adoption

The Kimley-Horn team will attend a total of two public hearings- one before Planning Commission and one before City Council. It is anticipated that the first hearing will be in December 2025 to adopt the Open Space and Recreation Element before the statutory deadline of January 1, 2026, and the second hearing will be in in Spring of 2026 to adopt the Conservation Element. We will prepare and present the updates to the General Plan Elements during this process. We will also support the City in the preparation of public hearing notices, staff reports, and resolutions.

Deliverables

- Presentations and attendance at two (2) public hearings meetings
- Draft presentation (1 Digital Copy)

Proposal For

Parks & Open Space, and Conservation Elements Update

Cost Proposal

Kimley-Horn and Associates, Inc.												
Name	Surabhi Barbhaya	Elizabeth Cobb	Sr. Professional III	Sr. Professional I	Analyst II	Analyst II	Analyst I	Support Staff	KH Total Hours	KH Cost	Bargas Cost	TOTAL PROJECT COST
Category/Title	Project Manager/Sr. Professional I	Principal-in-Charge/Sr. Professional II										
Billing Rate	\$280.00	\$375.00	\$375.00	\$345.00	\$220.00	\$190.00	\$175.00	\$150.00				
Task 1	Project Initiation and Management											
1.1	54	2	4	0	0	0	0	6	66	\$ 18,270.00	\$ 750.00	\$ 19,020.00
1.2	6		4						10	\$ 3,180.00	\$ 750.00	\$ 3,930.00
1.3	24							2	26	\$ 7,020.00		\$ 7,020.00
2.1	24	2						4	30	\$ 8,070.00		\$ 8,070.00
Task 2	Community and Commission Engagement											
2.1	16	0	12	0	0	20	4	0	64	\$ 16,840.00	\$ 3,000.00	\$ 19,840.00
2.2	12		4			12	4		36	\$ 8,560.00	\$ 1,000.00	\$ 9,560.00
Task 3	Commission Workshops and Presentations (2)											
3.1	102	10	6	20	160	84	10	0	392	\$ 94,370.00	\$ 2,000.00	\$ 101,370.00
3.2	40	2	6		60	24			132	\$ 31,960.00	\$ 7,000.00	\$ 38,960.00
3.3	40	6		20	60	60			186	\$ 44,950.00		\$ 44,950.00
3.4	16	2			24				42	\$ 10,510.00		\$ 10,510.00
3.5	2				4		4		10	\$ 2,140.00		\$ 2,140.00
Task 4	CEOA Exemption General Plan Elements											
4.1	4				12		6		22	\$ 4,810.00		\$ 4,810.00
4.1	16	0	6	0	16	12	0	0	50	\$ 12,530.00	\$ 1,250.00	\$ 13,780.00
4.1	16		6		16	12			50	\$ 12,530.00	\$ 1,250.00	\$ 13,780.00
TOTAL HOURS	200	12	28	20	176	116	14	6	572			
Subtotal Labor:	\$56,000.00	\$4,500.00	\$10,500.00	\$6,900.00	\$38,720.00	\$22,040.00	\$2,450.00	\$900.00		\$ 142,010.00	\$ 12,000.00	\$ 154,010.00
Other Direct Costs												
Expenses (Mileage and printing)										\$ 1,500.00	\$ -	\$ 1,500.00
TOTAL COST:												
										\$ 143,510.00	\$ 12,000.00	\$ 155,510.00

Proposal For Parks & Open Space, and Conservation Elements Update

References

We are proud of our working relationships with our clients, and much of our success over the last 58 years is directly related to our efforts to provide consistent, high-quality, and timely services. The following is a list of three references that received similar services from Kimley-Horn within the last five years. We invite you to contact our clients directly for comment on the quality of Kimley-Horn's services. Project descriptions for each reference can be found in section b. Qualifications.

City of Moreno Valley, GPU

Name: Angelica Frausto Lupo, Community Development Director

Address: 14177 Frederick Street, Moreno Valley, CA 92553

Phone: 951.413.3215

Project Cost: \$825,000 (to date)

City of Rolling Hills Estates, Rolling Hills Estates GPU and EIR*

Name: Jeannie Naughton, Community Development Director

Address: 4045 Palos Verdes Drive North, Rolling Hills Estates, CA 90274

Phone: 310.377.1577

Project Cost: \$850,000

**Surabhi Barbhaya, AICP, LEED AP led this project with her previous firm.*

City of Scotts Valley, GPU and EIR

Name: Taylor Bateman, Acting Community Development Director

Address: One Civic Center Drive, Scotts Valley, CA 95066

Phone: 831.440.5631

Project Cost: \$631,665

Proposal For Parks & Open Space, and Conservation Elements Update

Appendix: Key Staff Resumes



Surabhi Barbhaya, AICP, LEED AP

Project Manager

Surabhi has 20 years of experience in urban planning, urban design, and active transportation. She has worked on a spectrum of projects, including GPUs, specific plans, design guidelines, objective design standards, complete streets, bike master plans, trail and greenway planning, and pedestrian studies. Her urban planning background helps her take a holistic approach towards projects by integrating land use, transportation, and sustainable development to respond to demographic, market, economic, physical, and organizational forces. Her architecture and urban design background further add to this holistic approach by focusing on the project’s aesthetic aspects via design guidelines. She firmly believes that meaningful public engagement leads to ownership of the project by the community and uses her graphic skills to communicate ideas to the audience during the project’s consensus-building phase. Many of her projects have won local and state American Planning Association (APA) and American Society of Landscape Architects (ASLA) awards. Surabhi is also an active member of the planning community and is serving as board member for APA Orange Section.

Professional Credentials

- Master of City Planning, Land Use Planning, University of Cincinnati
- Bachelor of Architecture, Architecture, Maharaja Sayajirao University of Baroda, India
- American Institute of Certified Planners #022061
- IFFD Accredited Professional

Relevant Experience

- City of La Cañada Flintridge, Objective Design Standards, La Cañada Flintridge, CA – Project Manager*
- City of Rolling Hills Estates, GPU, Rolling Hills Estates, CA – Project Manager*
- City of Moreno Valley, GPU, EIR, and Zoning Code Update, Moreno Valley, CA – Task Manager
- City of Pinole, Housing Element Update, Safety Element Update, EJ Element Update, Pinole, CA – Project Manager*
- City of Elk Grove, GPU, Elk Grove, CA – Task Manager*
- County of Monterey, Castroville Community Plan Update, Castroville, CA – Project Manager
- City of San Juan Capistrano, Housing Element Update, Safety Element Update, and EJ Element Update, San Juan Capistrano, CA – Task Manager*
- County of San Diego, Rio Prado and Bonsall Parks, San Diego County, CA – Public Engagement Lead*
- City of San Leandro, Creek Trail Master Plan, San Leandro, CA – Deputy Project Manager*
- City of Santa Clarita, Town Center Specific Plan, Santa Clarita, CA – Project Manager
- County of San Diego, Campo Road Corridor Revitalization Specific Plan, San Diego County, CA – Project Manager*
- Town of Los Altos Hills, Housing and Safety Elements Update, Los Altos Hills, CA – Project Manager*
- City of San Leandro, Creek Trail Master Plan, San Leandro, CA – Deputy Project Manager*
- City of Rolling Hills Estates, Commercial District Vision Plan, Rolling Hills, CA – Project Manager*
- County of Riverside, Mixed-Use and Multifamily Objective Design Standards, Riverside County, CA – Project Manager*
- City of Palmdale, Multi-Family Residential Zoning Amendment, Palmdale, CA – Task Manager*

Proposal For Parks & Open Space, and Conservation Elements Update

- City of Imperial Beach, Boulevard Complete Streets Project, Imperial Beach, CA – Public Engagement Lead*
- City of Palo Alto, Retail Recovery Study, Palo Alto, CA – Project Manager*

*Prior to joining Kimley-Horn



Elizabeth Cobb

Principal-in-Charge

Elizabeth has nearly 30 years of policy planning expertise with a comprehensive knowledge of land use development involving acquisition, forward planning, entitlement, financing, and implementation. She brings a

unique mix of public and private experience to planning and land development services. She has managed projects through pre-development, been responsible for preliminary site plans; evaluating infrastructure; site development costs; and directing the entitlement process for new developments, including general plan amendments, zone changes, subdivision, and CEQA compliance. Elizabeth has functioned as a project level community liaison responsible for public outreach, public relations, and public hearings.

Professional Credentials

- Bachelor of Arts, Social Ecology, University of California, Irvine
- Urban Land Institute (ULI), Member
- American Planning Association Member

Relevant Experience

- City of Pico Rivera, Washington/Rosemead TOD Specific Plan, Pico Rivera, CA – Planner
- City of Bell Gardens, TOD Specific Plan, Bell Gardens, CA – Planner
- City of Beaumont, Beaumont Commerce Center Specific Plan, Beaumont, CA – Planner
- City of Seaside, Campus Town 2023 Support, Seaside, CA – Project Manager
- Alberhill Villages, Specific Plan Amendment and Entitlements, Lake Elsinore, CA – Planner
- Alberhill Villages, Phase 2 Planned Development and Entitlements, Lake Elsinore, CA – Planner
- Moreno Valley Holdings, Moreno Valley Mall Specific Plan, Moreno Valley, CA – Planner
- AT Dublin, Master Plan Development, Dublin, CA – Vice President of Development*
- City of Bakersfield, Old Town Vision Plan, Bakersfield, CA – Planner
- Barstow International Gateway, Specific Plan, Barstow, CA – Planner
- Eden Shores, Industrial Park, Hayward, CA – Planner*
- Fremont and Capitol, Mixed-Use, Fremont, CA – Development Manager*
- City of Irvine, General Plan and Circulation Element Update, Irvine, CA*
- Hidden Valley Technology, Campus Specific Plan, Norco, CA – Planner
- Mercado Mixed-Use Redevelopment, San Diego, CA – Development Manager*
- Murdock Specific Plan Amendment, Lake Elsinore, CA – Planner
- Stockdale Commerce Center, Lake Elsinore, CA – Planner
- The District at Jurupa Valley, Specific Plan, Jurupa Valley, CA – Planner
- The Dunes, Civil Project Management, Marina, CA – Planner*
- City of Irvine, Trail Master Plan Update, Irvine, CA – Planner*
- Tustin Legacy, Specific Plan, Tustin, CA – Director of Development*

Proposal For Parks & Open Space, and Conservation Elements Update

- Vantis, Mixed-Use, Aliso Viejo, CA – Vice President of Development*
- Whittwood Town Center, Specific Plan Amendment, Whittier, CA – Planner

**Prior to joining Kimley-Horn*



Matt Durham, PLA, ASLA

Parks and Open Space

Matt is a licensed landscape architect with 28 years of experience in planning, design, management, and construction across a diverse portfolio of project types. He brings strong leadership, technical expertise, and a collaborative

approach to every stage of the landscape architecture process, from the initial concept through final implementation. Matt is committed to delivering high-quality outcomes through close engagement with clients and project teams. His experience includes managing complex, multidisciplinary projects while fostering long-term client relationships. His work spans master planned communities, park systems, trail and open space planning, streetscapes, educational environments, commercial campuses, institutional facilities, healthcare, hospitality, and retail destinations.

Relevant Experience

- City of Fontana, Walnut Village Specific Plan, Fontana, CA – Landscape Architect
- City of Sunnyvale, West El Camino Real and West Olive Street Public Realm Plan, Sunnyvale, CA – Landscape Architect
- City of Irvine On-Call Capital Improvement Program Landscape Architecture, Irvine, CA – Landscape Architect
- City of Irvine, Sand Canyon Avenue and Great Park Boulevard Street Plan, Irvine, CA – Landscape Architect
- City of Irvine, Native American Village at Portola Springs, Irvine, CA – Landscape Architect
- City of Irvine, Northwood Community Park Castle Park Playground Reinvestment, Irvine, CA – Landscape Architect
- Reno Experience District Mixed-Use Visioning Plan, Reno, NV – Landscape Architect
- University of California, Irvine Health, Rehabilitation Hospital, Irvine, CA – Landscape Architect
- Ritz Carlton Laguna Niguel Reinvestment Program, Dana Point, CA – Landscape Architect
- Irvine Marriott Reinvestment Program, Irvine, CA – Landscape Architect
- San Juan Oaks Golf Clubhouse and Restaurant, Hollister, CA – Landscape Architect
- City of Irvine, Portola Springs Community Park and Native American Center, Irvine, CA – Landscape Architect*
- Irvine Ranch Land Reserve, Comprehensive Trails and Open Space Vision Plan, Irvine, CA – Landscape Architect*

Professional Credentials

- Bachelor of Science, Landscape Architecture, California Polytechnic State University, San Luis Obispo
- Certified Landscape Architect (CLARB)
- Professional Landscape Architect in CA #4840
- American Society of Landscape Architects, Member
- California Polytechnic State University, San Luis Obispo, Landscape Architecture Department, Former Advisory Board Member

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- City of Long Beach, Lakewood Boulevard Revitalization Plan, Long Beach, CA – Landscape Architect*

*Prior to joining Kimley-Horn



Thomas Liddicoat

BARGAS

Conservation

Thomas has over 20 years of industry experience, focusing on assisting private and public clients on projects throughout California, specializing on projects with sensitive biological resources issues. As a department director and principal biologist, Thomas oversees and provides technical expertise for various biological resources studies, mitigation planning, listed species surveys, wildlife corridor and movement studies, jurisdictional delineations, and reporting to support environmental documentation for CEQA and the National Environmental Policy Act (NEPA) compliance. Thomas also routinely leads regulatory consultations, permitting, and mitigation efforts with the United States Army Corps of Engineers (USACE), USFWS, Regional Water Quality Control Board (RWQCB), and CDFW for activities impacting jurisdictional aquatic resources and/or listed species. He is skilled at developing solutions for complex problems. His proficiency covers the full project lifecycle, from biological due diligence and pre-project design to construction monitoring and compliance reporting, through completion of compensatory mitigation.

Professional Credentials

- Bachelor of Science, Biological Sciences, Ecology emphasis, San Diego State University
- USFWS 10(a)(1)(A) Recovery Permit, Federal Permit No. ES139634 for large listed branchiopods and coastal California gnatcatcher
- Association of Environmental Professionals

Relevant Experience

- City of San Diego Development Services, Community Plan Updates, San Diego, CA – Principal Biologist and Project Manager
- County of San Diego, Baseline Biological Diversity Studies, San Diego County, CA – Principal Biologist and Project Manager
- San Diego Association of Governments, Mid-Coast Corridor Transit Project, San Diego, CA – Project Biologist and Task Manager
- Tejon Ranch Co., Tejon Mountain Village Project, Kern County, CA – Project Biologist and Team Lead

Proposal For Parks & Open Space, and Conservation Elements Update



Bryant de la Torre, AICP

Planning Support

Bryant is a senior planner with public- and private-sector experience, including extensive work in comprehensive planning, policy analysis and development, local government policy, and land use analysis. He brings a

multidisciplinary

approach to meeting the needs of complex planning programs, including Specific Plans, General Plans, Zoning Codes, Housing Elements, and Development Code updates. Bryant excels in utilizing community engagement and public outreach programs to guide public policy development. He has led public meetings and is well-versed in finding locally specific techniques and tools to engage the community in the planning process, with experience in preparing and conducting a variety of community engagement efforts specific to a community's needs, including public hearings, workshops, stakeholder meetings, surveys, and outreach and advertising. Bryant has experience in coordinating with state and local agencies and community organizations for compliance with state requirements while also addressing the specific needs of the community.

Professional Credentials

- Master, Urban and Regional Planning, California State Polytechnic University, Pomona
- Bachelor of Arts, Environmental Studies, University of California, Santa Barbara
- American Institute of

Relevant Experience

- City of Arcadia, Rezones and Code Amendments: Housing Element Implementation Program, Arcadia, CA – Project Manager
- City of Encinitas, 6th Cycle Housing Element 'No Net Loss' Alternative Sites Analysis, Encinitas, CA – Project Manager
- County of San Benito, 6th Cycle Housing Element Update, San Benito County, CA – Project Manager
- City of Anaheim, 6th Cycle Housing Element Update, Anaheim, CA – Project Manager
- City of Hemet, 6th Cycle Housing Element Update, Hemet, CA – Project Manager
- City of Placentia, 6th Cycle Housing Element Update, Placentia, CA – Project Manager
- City of Brea, Inclusionary Housing Ordinance Update, Brea, CA – Project Manager
- City of Brentwood, Rezones and Code Amendments: Housing Element Implementation Program, Brentwood, CA – Senior Planner
- City of Villa Park, Rezones and Code Amendments: Housing Element Implementation Program, Villa Park, CA – Senior Planner
- City of Pico Rivera, Washington/Rosemead TOD Specific Plan, Pico Rivera, CA – Senior Planner
- City of Fontana, Walnut Village Specific Plan, Fontana, CA – Senior Planner
- Pala Band of Mission Indians, Comprehensive Plan, Pala, CA – Senior Planner

Proposal For Parks & Open Space, and Conservation Elements Update



Daria Young

Planning Support

Daria is a Planning Analyst with hands-on experience in long-range planning and land use policy, including work on General Plan and Housing Element updates, rezoning efforts, Specific Plans, and entitlement processing. She has supported a range of planning projects from early due diligence through environmental review and permitting. Daria is skilled in preparing environmental compliance documents, conducting site-specific analyses, and identifying environmental constraints to inform sound planning decisions. She holds a degree in Urban Planning from the University of California, Los Angeles (UCLA), where she developed a strong foundation in sustainable development, community planning, and urban policy. Her expertise includes municipal code analysis, data-driven policy research, and collaboration with agency staff, and community stakeholders.

Professional Credentials

- Master, Urban and Regional Planning, University California Los Angeles
- Bachelor of Arts, Urban Studies & Sociology, Loyola Marymount University
- American Planning Association

Relevant Experience

- *City of Hawthorne, General Plan Update, City of Hawthorne, CA – Planning Analyst*
- *City of Calimesa, Rezones and Code Amendments: Housing Element Implementation Program, City of Calimesa, CA – Planning Analyst*
- *County of San Benito, Rezones and Code Amendments: Housing Element Implementation Program San Benito County, CA – Planning Analyst*
- *Pala Band of Mission Indians, Comprehensive Plan, Pala, CA – Planning Analyst*
- *City of Fairfield, On-Call Staff Augmentation, Villages at Fairfield Master Plan, Fairfield, CA – Planner*
- *Bedford Specific Plan, Specific Plan, Corona, CA – Planning Analyst*
- *City of Anaheim, 6th Cycle Housing Element Update, Anaheim, CA – Planning Analyst*
- *County of San Benito, 6th Cycle Housing Element Update, San Benito County, CA – Planning Analyst*
- *City of Hollister, 6th Cycle Housing Element Update, Hollister, CA – Planning Analyst*
- *City of Santa Cruz, 6th Cycle Housing Element Update, Santa Cruz, CA – Planning Analyst*
- *City of Fillmore, 6th Cycle Housing Element Update, Fillmore, CA – Planning Analyst*
- *City of Calimesa, 6th Cycle Housing Element Update, Calimesa, CA – Planning Analyst*
- *City of Brentwood, 6th Cycle Housing Element Update, Brentwood, CA – Planning Analyst*



City of Sierra Madre AGENDA REPORT

Robert Parkhurst, Mayor
Kristine Lowe, Mayor Pro Tem
Edward Garcia, Council Member
Gene Goss, Council Member
Kelly Kriebs, Council Member

Sue Spears, City Treasurer

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Wolf, Senior Planner
Katelyn Huang, Assistant Planner

REVIEWED BY: Michael Bruckner, City Manager
Clare Lin, Director of Planning
Julia Homaechearria, Deputy City Attorney
Gustavo Barrientos, Chief of Police
Gregory Silva, Code Enforcement Officer

DATE: September 23, 2025

SUBJECT: ORDINANCE NO. 1467 AMENDING CHAPTER 9.32 (NOISE) OF TITLE 9 (PUBLIC PEACE, MORALS AND WELFARE) AND CHAPTER 8.40 (LANDSCAPING EQUIPMENT) OF TITLE 8 (HEALTH AND SAFETY) OF THE SIERRA MADRE MUNICIPAL CODE

RECOMMENDATION

It is recommended the City Council conduct a second reading of Ordinance No. 1467 and adopt the amendments to Chapter 9.32 (Noise) of Title 9 (Public Peace, Morals and Welfare) and Chapter 8.40 (Landscaping Equipment) of Title 8 (Health and Safety) of the Sierra Madre Municipal Code.

BACKGROUND

The City Council held a public hearing and unanimously approved the first reading of Ordinance No. 1467 at its regular meeting on August 26, 2025. The second reading of Ordinance No. 1467 is hereby presented before the City Council for consideration and adoption.

For additional information regarding Ordinance No. 1467, see [Attachment B](#).

ATTACHMENTS

Attachment A: Ordinance No. 1467

Attachment B: First Reading Agenda Report

ORDINANCE NO. 1467

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, AMENDING CHAPTER 8.40 (“LANDSCAPING EQUIPMENT”) OF TITLE 8 (“HEALTH AND SAFETY”) AND CHAPTER 9.32 (“NOISE”) OF TITLE 9 (“PUBLIC PEACE, MORALS AND WELFARE”) OF THE SIERRA MADRE MUNICIPAL CODE

RECITALS

WHEREAS, the City desires to amend Chapter 8.40 (“Landscaping Equipment”) to change the language regarding landscaping machines or equipment; and

WHEREAS, the City desires to amend Chapter 9.32 (“Noise”) to protect the citizens of Sierra Madre from excessive, unnecessary, and unreasonable noises from all sources in the community; and

WHEREAS, General Plan, Section 4 (“Noise”), Policy Hz14.3, requires the City to enact noise regulations to prohibit unnecessary, excessive, and annoying noise sources; and

WHEREAS, the City desires to update allowable noise limits by employing a “weighted sound level” using a unit of measurement referred to as dBA; and

WHEREAS, as mandated by the State, noise-sensitive receptors must be identified as any area containing schools, assisted living facilities, or other land use deemed noise-sensitive by the local jurisdiction; and

WHEREAS, schools, churches, and assisted living facilities are considered sensitive land uses in Sierra Madre; and

WHEREAS, the Planning Commission held a discussion on April 17, 2025, on the update to the Noise Ordinance, Chapter 9.32 of Title 9 (“Public Peace, Morals and Welfare”);

WHEREAS, the Planning Commission held a public hearing on May 15, 2025, on the update to the Noise Ordinance, Chapter 9.32 of Title 9 (“Public Peace, Morals and Welfare”), and continued the hearing proving staff with direction.

WHEREAS, the Planning Commission held a public hearing on June 19, 2025, and adopted Resolution No. 25-07 recommending approval of a municipal code text amendment (Noise; MCTA 25-01) by ordinance to the City Council;

WHEREAS, the Planning Commission held a public hearing on June 19, 2025, and adopted Resolution No. 25-07 recommending the City Council amend Chapter 8.40 (“Landscaping Equipment”) by ordinance to the City Council;

WHEREAS, the City Council held a public hearing on July 8, 2025, on the first reading of the Ordinance No. 1467 amending Chapter 9.32 (Noise) of Title 9 (Public Peace, Morals and Welfare) and Chapter 8.40 (Landscaping Equipment) of Title 8 (Health and Safety) of the Sierra Madre Municipal Code;

WHEREAS, the City Council held a public hearing on August 26, 2025, on the second first reading of the Ordinance No. 1467 amending Chapter 9.32 (Noise) of Title 9 (Public Peace, Morals and Welfare) and Chapter 8.40 (Landscaping Equipment) of Title 8 (Health and Safety) of the Sierra Madre Municipal Code;

THEREFORE, THE CITY COUNCIL OF THE CITY OF SIERRA MADRE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Recitals. The Recitals above are true and correct and incorporated herein by reference.

SECTION 2. Amendment. Section 8.40.010 (“Landscaping Equipment Requirements”) of Chapter 8.40 (“Landscaping Equipment”) of Title 8 (“Health and Safety”) is amended with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.

8.40.010 – Landscaping Equipment Requirements.

- A. It is unlawful for any person to use or to operate, or cause to be operated, any ~~leaf-blowing machine or other~~ landscaping machine or equipment, or other powered mechanical or electrical device, or any hand tool which creates a loud, raucous noise identified by future City Council Resolution within a residentially zoned area before 8:00 a.m. and after 6:00 p.m., ~~Monday through Friday daily;~~ before 9:00 a.m. and after 5:00 p.m. on ~~Saturday or at any time on~~ Sunday and Holidays.
- B. It is unlawful for any person to use or to operate, or cause to be operated, any ~~leaf-blowing machine or other~~ landscaping machine or equipment, or other powered mechanical or electrical device, or any hand tool which creates a loud, raucous noise identified by future City Council Resolution within 500 feet of a residentially zoned area before 8:00 a.m. and after 6:00 p.m., ~~Monday through Friday daily;~~ before 9:00 a.m. and after 5:00 p.m. on ~~Saturday or at any time on~~ Sunday and Holidays.
- C. It is unlawful for any person to use or operate, or cause to be used or operated a leaf blower in such a manner as to blow, dispel, or make airborne leaves, grass cuttings, paper, trash, or any other type of unattached debris or material, which by use of the leaf blower, will intentionally cause such leaves, grass cuttings, paper, trash or any other type of unattached debris or material to become airborne or travel beyond the property boundaries of the parcel on which it is being used, to adjoining properties or public rights-of-way within the city, and to remain there for more than 15 minutes.
- D. It is unlawful to operate any ~~leaf-blowing machine or other~~ landscaping machine or equipment, or other powered mechanical or electrical device, or any hand tool which creates a loud, raucous noise identified by future City Council Resolution in violation of Sierra Madre Municipal Code Chapter 9.32 (“NOISE”).
- E. Commencing September 1, 2024, it is unlawful for any person to operate or authorize the operation of a gas- powered leaf blower or other landscaping equipment identified by future City Council Resolution at any time for any purpose.

Use of any gas-powered landscaping equipment is exempt from this section as follows;

1. When utilized by or at the direction of emergency responders to respond to an emergency or necessary to restore, preserve, protect, or save lives or property from imminent danger of loss or harm.
2. When used to clear downed trees or vegetation in areas needing expedient clearance when necessary to protect public safety, as authorized by the City.

SECTION 3. Amendment. Section 9.32.010 (“Declaration of policy”) of Chapter 9.32 (“Noise”) of Title 9 (“Public Peace, Morals and Welfare”) is amended with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.

9.32.010 – Declaration of policy.

It is declared to be the policy of the ~~Ceity~~, in the exercise of its authority, that the peace, health, safety and welfare of the ~~citizens~~ residents of Sierra Madre require protection from excessive, unnecessary and unreasonable noises from all sources in the

community. At certain levels, noises are detrimental to the health and welfare of the ~~citizenry residents~~ and it is therefore the intention of the city to control the adverse effect of such noises and sources on the ~~citizenry residents, especially those conditions of use which have severe impact upon any person.~~

SECTION 4. Amendment. Section 9.32.020 ("Definitions") of Chapter 9.32 ("Noise") of Title 9 ("Public Peace, Morals and Welfare") is amended with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.

9.32.020 – Definitions.

For the purposes of this chapter, the words and phrases used in this chapter are defined as follows:

"A-weighted Decibel (dBA)" means the overall frequency-weighted sound level in decibels that approximates the frequency response of the human ear as represented by the A-weighted network. The reference pressure is 20 micropascals.

~~"A" level means the total sound level of all noise as measured with a sound level meter using the "A" weighting network. The unit is the dba.~~

"Ambient noise level" means the all-encompassing noise level associated with a given environment, being a composite of sounds from all sources, excluding the alleged offensive noise, at the location and approximate time at which a comparison with the alleged offensive noise is to be made.

"Construction" means demolition, building construction, and any excavating, grading, or filling of earth material, or any combination thereof, conducted at a site to prepare the site for construction or other improvements thereon.

~~"Decibel". The decibel~~ is a unit measure of sound (noise) level relative to a standard reference sound on a logarithmic scale. It denotes the ratio between two quantities which are proportional to power; the number of decibels corresponding to the ratio of two amounts of power is ten times the logarithm to the base ten, of this ratio.

~~"Decipherable" means a -Ssounds that is are "decipherable" if they are~~ of sufficient level that words or musical tunes can be made out or recognized by a person of normal hearing.

"Emergencies" are essential activities necessary to restore, preserve, protect or save lives or property from imminent danger of loss or harm, or work by private or public utilities in restoring service.

"Equivalent Continuous Sound Level (Leq)" means the value of an equivalent, steady sound level which, in a stated time period, has the same sound energy as the time-varying sound. Thus, the Leq metric is a single numerical value that represents the equivalent amount of variable sound energy received at a location over the specified duration.

"Holiday" means and includes New Year's Day (January 1), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

"Impulsive noise" means sound of short duration, usually less than one second, with an abrupt onset and rapid decay.

"Leaf blower" means any portable machine used to blow leaves, dirt and other debris off sidewalks, driveways, lawns or other surfaces.

"Maximum sound level (Lmax)" means the highest RMS sound level measured during the measurement period.

~~"Local ambient" is the lowest sound level repeating itself during a two minute period as measured with a precision sound level meter, using slow response and "A" weighting as determined with the noise source at issue silent, and in the same location as the measurement of the noise level of the source or sources at issue. However, in no case shall the local ambient be considered or determined to be less than (1) 30 dba for interior noise in Section 9.32.040; (2) 40 dba in all other sections.~~

~~"Noise level" is the maximum continuous sound level of repetitive peak level produced by a source or group of sources as measured with a provision sound level meter using the "A" weighting scale and the meter response function set to "SLOW."~~

"Mobile noise source" shall mean any noise source other than a stationary noise source.

"Noise level" shall mean the "A-weighted" sound pressure level in decibels obtained by using a sound level meter at slow response with a reference pressure of twenty (20) micronewtons per square meter. The unit of measurement shall be designated as dBA.

"Person" means a person, firm, association, co-partnership, joint venture, corporation, or any entity, public or private in nature.

~~Precision Sound Level Meter. A "precision sound level meter" is a device for measuring sound level in decibel units within the performance specifications in the American National Standards Institute Standard S1.4, "Specification for Sound Level Meters."~~

"Property plane" is a vertical plane including the property line which determines the property boundaries in space.

"Simple tone noise" means a noise characterized by a predominant frequency or frequencies so that other frequencies cannot be readily distinguished. In case of dispute, a simple tone noise shall exist if the one-third octave band sound pressure level in the band with the tone exceeds the arithmetic average of the sound pressure levels of the two contiguous one-third octave bands by five dB for center frequencies of 500 Hz and above and by eight dB for center frequencies between 160 and 400 Hz and by 15 dB for center frequencies less than or equal to 125 Hz.

"Sound amplifying equipment" means any machine or device for the amplification of the human voice, music, or any other sound. "Sound amplifying equipment" shall not include warning devices on authorized emergency vehicles or horns or other warning devices on any vehicle used only for traffic safety purposes.

"Sound level meter" shall mean an instrument meeting American National Standard Institute's Standard S1.4-1971 for Type 1 or Type 2 sound level meters or an instrument and the associated recording and analyzing equipment which will provide equivalent data.

"Sound pressure level" of a sound, in decibels, shall mean twenty (20) times the logarithm to the base ten (10) of the ratio of the pressure of the sound to a reference pressure, which reference pressure shall be explicitly stated.

"Special City-sponsored or City-affiliated events" shall mean any temporary event that is organized, co-organized, or directly supported by the City, and that takes place on public or private property. Such events may include, but are not limited to, Fourth of July festivities, Concerts in the Park, and the Community Yard Sale.

"Special Events" shall mean any temporary event that is not organized, co-organized, or directly supported by the City, and that is held on City-owned or City-controlled property, where a large number of people are expected to congregate. Special Events include, but are not limited to, festivals, fairs, parades, races, farmers' markets, flea markets, weddings, rallies, or other similar organized activities.

"Stationary noise source" shall mean a stationary device which creates sounds while fixed or motionless, including but not limited to industrial and commercial machinery and equipment, pumps, fans, compressors, generators, air conditioners and refrigeration equipment.

~~"Sound level" expressed in decibels (dba) is a logarithmic indication of the ratio between the acoustic energy present at a given location and the lowest amount of acoustic energy audible to sensitive human ears and weighted by frequency to account for characteristics of human hearing, as given in the American National Standards Institute Standard S1.1, "Acoustic Terminology," paragraph 2.9, or successor reference. All references to db in this chapter utilize the A-level weighting scale, abbreviated dba, measured as set forth in this section.~~

"Vehicle" is any device by which any person or property may be propelled, moved, or drawn upon a highway or street.

SECTION 5. Addition. Section 9.32.030 (“Exterior noise standards”) of Chapter 9.32 (“Noise”) of Title 9 (“Public Peace, Morals and Welfare”) is hereby added with additions denoted by underlined text.

9.32.030 – Exterior noise standards.

A. The following exterior noise standards shall apply to all land uses at the property plane. It is unlawful for any person at any location within the incorporated area of the City to create any noise due to a stationary noise source (or any mobile noise source not preempted by State or Federal laws that preempts control of mobile noise sources on public roads), or to allow the creation of any noise on property owned, leased, occupied, or otherwise controlled by such person, which causes the noise level when measured at the property line of any property, either within or outside the City, to exceed the applicable noise standards:

<u>Sierra Madre Exterior Noise Standards for Impacted Property</u>				
<u>Time Period</u>	<u>Leq Noise Level dBA (10 minute)</u>	<u>Lmax Noise Level dBA</u>	<u>Leq Noise Level dBC (10 minute)</u>	<u>Lmax Noise Level dBC</u>
<u>Day Time (7 a.m.–10 p.m.)</u>	<u>60</u>	<u>80</u>	<u>70</u>	<u>90</u>
<u>Evening Time (10 p.m.–7 a.m.)</u>	<u>50</u>	<u>70</u>	<u>60</u>	<u>80</u>

B. In the event the alleged offensive noise consists entirely of impulsive noise, simple tone noise, noise from sound amplifying equipment (e.g., speech or music), or any combination thereof, each of the above noise levels shall be reduced by five dBA.

C. If the alleged offense affects a property outside the City's jurisdiction, the exterior noise standards shall be enforced at the City boundary.

SECTION 6. Addition. Section 9.32.040 (“Exemptions”) of Chapter 9.32 (“Noise”) of Title 9 (“Public Peace, Morals and Welfare”) is hereby is amended with additions denoted by underlined text.

9.32.040 – Exemptions.

The following activities shall be exempted from the provisions of this chapter:

A. Activities, such as school bands, school athletics, and school entertainment events, not constituting “special events” conducted on the grounds of any public or private nursery, elementary, intermediate or secondary school or college.

B. Emergencies. Any mechanical device, apparatus or equipment used, related to or connected with emergency machinery, vehicle or work are exempt from this chapter.

C. Construction. Between the hours of 7:00 a.m. and 7:00 p.m. daily, except Sundays and Holidays when the exemption herein shall apply between 10:00 a.m. and 6:00 p.m., construction, alteration or repair activities which are authorized by a valid city permit shall be allowed if the noise level does not exceed 80 dba Leq over an 8-hour period.

D. Powered equipment intended for repetitive use in residential areas. Notwithstanding any other provision of this chapter, including Section 9.32.070, no person shall operate a machine or landscaping equipment, or any other machinery, or other powered mechanical or electrical device, or any hand tool which creates a loud, raucous noise within any residential zone or within 500 feet of a residence outside of the hours of 7:00 a.m. to 7:00 p.m. daily, and 10:00 a.m. to 6:00 p.m. on Sunday and Holidays.

E. Special City-sponsored or City-affiliated events. Any event organized or supported by the City that use sound amplifying equipment shall not exceed 70 dBA Leq over a 10 minute period or longer during daytime hours of 7:00 a.m. to 10 p.m. without an exemption issued by the city manager or his designee. Examples of such

events include, but are not limited to, Fourth of July festivities, Concerts in the Park, and the Community Yard Sale. These exemptions must consider the regulations set forth in Section 9.32.060 and Section 9.32.070. The exemption permit must be obtained in addition to any other permit or license.

- F. Any activity to the extent regulation thereof has been preempted by State or Federal law.
- G. Noise sources associated with solid waste collection and removal, provided such activities take place between 7:00 a.m. and 6:00 p.m. Monday through Friday; or between 7:00 a.m. and 2:00 p.m. on Saturdays; or as otherwise provided in an approved franchise agreement between a waste hauler and the City.

SECTION 7. Amendment. Section 9.32.050 (“Motor-driven vehicles”) of Chapter 9.32 (“Noise”) of Title 9 (“Public Peace, Morals and Welfare”) is amended with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.

9.32.050 – Motor-driven vehicles.

It is unlawful for any person to operate any motor driven vehicle within the city in such a manner that a reasonable person of normal sensitiveness residing in the area is caused discomfort or annoyance; provided, however, any such vehicle which is operated upon any public highway, street, or right-of-way shall be excluded from the provisions of this section. In addition, vehicle horns, or other devices primarily intended to create a loud noise for warning purposes, shall not be used when the vehicle is at rest, or when a situation endangering life, health, or property is not imminent, without a valid noise permit.

SECTION 8. Amendment. Section 9.32.060 (“Exception permits”) of Chapter 9.32 (“Noise”) of Title 9 (“Public Peace, Morals and Welfare”) is amended with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.

9.32.060 – Exception permits.

- A. Applications. The owner or operator of a noise source may file an application for a permit to temporarily exceed the noise limits in this chapter. The application shall set forth: (1) all facts regarding the request, including a detailed description of the noise source and proposed dates and times the noise limits would be exceeded; (2) the reasons why compliance with the noise limits cannot be achieved and the basis for such a determination; (3) all actions the applicant has taken, intends to take, and any proposed methods to minimize noise during the temporary activity; and (4) any such additional information relevant to the request the Director may require.
- B. Permit fee. The application shall be accompanied by a fee in the current amount established by resolution of the City Council. A separate application shall be filed for each noise source; provided, however, that several mobile noise sources under common ownership or several fixed sources on a single property may be combined into one application.
- C. Permit processing. Within five days of receipt of a complete application, the Planning Department shall forward the application to the city manager for a determination. An applicant shall remain subject to the terms of this chapter unless and until a permit to temporarily exceed noise limits is granted.
- D. City manager review, authority, and decision. The city manager shall consider the factors listed in Section 9.32.070.

The city manager is authorized to grant a permit to temporarily exceed the noise limits of this chapter for a as short duration as possible up to three months, but renewable upon showing a good cause, if the city manager finds such temporary waiver:

1. Would be in the public interest and there is no feasible and prudent alternative to the activity, or the method of conducting the activity, for which the temporary waiver is sought; and
2. That strict compliance with the requirements of this chapter will cause practical difficulties, unnecessary hardship, or unreasonable expense.

After reviewing the application and all relevant facts and information, the city manager shall render a decision on the application. Such decision shall be transmitted to the applicant in written form within ten days of the application submittal. Any person aggrieved with the decision of the city manager or his designee may appeal to the City Council for final determination.

Permit Requirements. A permit shall be for a limited period and may be subject to any terms, conditions, and requirements as the city manager deems reasonable to achieve maximum compliance with the provisions of this chapter. Such terms, conditions and requirements may include, but shall not be limited to, limitations on Noise Levels and operating hours, and a requirement to implement noise attenuation measures.

~~If the applicant can show to the city manager or his designee that a diligent investigation of available noise abatement techniques indicates that immediate compliance with the requirements of this chapter would be impractical or unreasonable, a permit to allow exception from the provisions contained in all or a portion of this chapter may be issued, with appropriate conditions to minimize the public detriment caused by such exceptions. Any such permit shall be of as short duration as possible up to three months, but renewable upon a showing of good cause, and shall be conditioned by a schedule for compliance and details of methods therefor in appropriate cases. Any person aggrieved with the decision of the city manager or his designee may appeal to the city council for final determination.~~

SECTION 9. Amended. Section 9.32.070 (“Prohibited noises”) of Chapter 9.32 (“Noise”) of Title 9 (“Public Peace, Morals and Welfare”) is amended with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.

9.32.070 – Prohibited noises.

Notwithstanding any other provision of this chapter, and in addition thereto, it shall be unlawful for any person to willfully make or continue, to cause to be made or continued, any loud, unnecessary, or unusual noise which unreasonably disturbs the peace and quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitiveness residing in the area. The standards which shall be considered in determining whether a violation of the provisions of this section exists shall include the following:

- A. The volume, pitch and intensity of the noise;
- B. The duration and frequency of occurrence of the noise;
- C. Whether the nature of the noise is typical or atypical of the area;
- D. Whether the origin of the noise is natural or unnatural, controllable or uncontrollable;
- E. The volume and intensity of the background noise;
- F. The proximity of the noise to residential sleeping facilities;
- G. The nature and zoning of the area within which the noise emanates;
- H. The time of the day or night the noise occurs;
- I. Whether the noise is recurrent, intermittent, or constant;
- J. Whether the noise is produced by a commercial or noncommercial activity;
- K. Whether the amplified sound is loud enough to be decipherable outside the property plane.

SECTION 10. Addition. Section 9.32.080 (“Noise level measurement criteria”) of Chapter 9.32 (“Noise”) of Title 9 (“Public Peace, Morals and Welfare”) is hereby added with additions denoted by underlined text.

9.32.080 – Noise level measurement criteria.

Any noise level measurements made pursuant to the provisions of this chapter shall be performed using a sound level meter which meets at least American National Standards Institute (ANSI) Type 2 standards. While the exterior noise standards in Section 9.32.030 are applied to the property line of the receiving use, the location for

measuring noise levels may be at any legally accessible vantage point where a reasonable person would conclude the noise may exceed this chapter's noise standards. All noise level measurements shall be performed in accordance with the procedures established by the City and shall be at a height of at least four feet, at least four feet away from reflective surfaces, and for a duration of at least 10 minutes, where feasible. The measurement shall be made using the A-weighting network (dBA) with "slow" meter response. Impulsive noises shall be measured using "fast" meter response. The purpose of the measurement is to determine if the alleged noise violation exceeds the standards established in Section 9.32.030. If for any reason the alleged offending noise cannot be turned off, shut down or temporarily removed from the area, then the ambient noise shall be estimated by performing a representative measurement in the same general area of the source but at a sufficient distance such that the noise source is inaudible. When documenting the low frequency ambient per Section 9.32.040.E, C-weighting (dBC) shall be used.

SECTION 11. Amended. Section 9.32.060 ("Violation – Penalty") of Chapter 9.32 ("Noise") of Title 9 ("Public Peace, Morals and Welfare") is amended with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.

9.32.090 – Violation – Penalty.

Any persons violating without satisfactory cause any provisions of this chapter will be deemed guilty of a misdemeanor and, upon conviction, shall be fined an amount not exceeding one thousand dollars or be imprisoned in the city or county jail up to, but not exceeding six months or by both such fine and imprisonment. Each day such violation is committed or permitted is to constitute a separate offense and shall be punishable as such.

SECTION 12. Amended. Section 9.32.060 ("Violation – Additional remedies – Injunctions") of Chapter 9.32 ("Noise") of Title 9 ("Public Peace, Morals and Welfare") is amended with additions denoted by underlined text and deletions denoted by ~~struck through~~ text.

9.32.100 – Violation – Additional remedies – Injunctions.

As an additional remedy, the operation or maintenance of any device, instrument, vehicle, or machinery in violation of any provision of this chapter, which operation or maintenance causes discomfort or annoyance to reasonable persons of normal sensitiveness or which endangers the comfort, repose, health, or peace of residents in the area, shall be deemed, and is declared to be a public nuisance and may be subject to abatement summarily by a restraining order or injunction issued by a court of competent jurisdiction.

SECTION 13. California Environmental Quality Act. The City Council has considered all of the evidence in the record, including the staff reports, the testimony received during the public hearing on the matter held by the City Council, and hereby determines that the text amendments to Chapter 8.40 ("Landscaping Equipment") of Title 8 ("Health and Safety") and Chapter 9.32 ("Noise") of Title 9 ("Public Peace, Morals and Welfare") of the Sierra Madre Municipal Code will not have a significant effect on the environment and are therefore exempt from CEQA review, pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

SECTION 14. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 15. Publication. The City Clerk shall cause this Ordinance to be published or posted in accordance with California Government Code Section 36933, shall certify to the adoption of this Ordinance and her certification, together with proof of the publication, to be entered in the book of Ordinances of the City Council.

SECTION 16. Effective Date. This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code Section 36937.

PASSED, APPROVED AND ADOPTED this [redacted] day of [redacted], 2025.

Robert Parkhurst, Mayor

ATTEST:

Laura Aguilar, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SIERRA MADRE)

I HEREBY CERTIFY that the foregoing Ordinance was introduced by second reading on the 9th day of September, 2025, and duly adopted by the City Council of the City of Sierra Madre, California, at a regular meeting held on the [redacted] day of [redacted], 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Laura Aguilar, City Clerk



City of Sierra Madre AGENDA REPORT

Robert Parkhurst, Mayor
Kristine Lowe, Mayor Pro Tem
Edward Garcia, Council Member
Gene Goss, Council Member
Kelly Kriebs, Council Member

Sue Spears, City Treasurer

TO: Honorable Mayor and Members of the City Council

FROM: Joshua Wolf, Senior Planner
 Katelyn Huang, Assistant Planner

REVIEWED BY: Michael Bruckner, City Manager
 Clare Lin, Director of Planning
 Julia Homaechevarria, Deputy City Attorney
 Gustavo Barrientos, Chief of Police
 Gregory Silva, Code Enforcement Officer

DATE: August 26, 2025

**SUBJECT: SECOND FIRST READING OF ORDINANCE NO. 1467
 AMENDING CHAPTER 9.32 (NOISE) OF TITLE 9 (PUBLIC
 PEACE, MORALS AND WELFARE) AND CHAPTER 8.40
 (LANDSCAPING EQUIPMENT) OF TITLE 8 (HEALTH AND
 SAFETY) OF THE SIERRA MADRE MUNICIPAL CODE**

RECOMMENDATION

It is recommended the City Council conduct its second first reading of Ordinance No. 1467 amending Chapter 9.32 (Noise) of Title 9 (Public Peace, Morals and Welfare) and Chapter 8.40 (Landscaping Equipment) of Title 8 (Health and Safety) of the Sierra Madre Municipal Code.

ALTERNATIVES

The City Council may:

1. Adopt Ordinance No. 1467 amending Chapter 9.32 (Noise) of Title 9 (Public Peace, Morals and Welfare) and Chapter 8.40 (Landscaping Equipment) of Title 8 (Health and Safety) of the Sierra Madre Municipal Code; or
2. Adopt with modifications Ordinance No. 1467; or
3. Continue consideration of Ordinance No. 1467; or
4. Reject consideration of Ordinance No. 1467.

EXECUTIVE SUMMARY

The City of Sierra Madre has prepared a municipal code text amendment of Chapter 9.32 (Noise) to protect the citizens of Sierra Madre from excessive, unnecessary, and unreasonable

noises from all sources in the community. To support this effort, the City has contracted with Rincon Consultants, Inc. to draft the updated ordinance, incorporating direction provided by the Planning Commission. In addition to recommending approval of the proposed updates to Chapter 9.32, the Planning Commission also recommended that the City Council amend Chapter 8.40 (Landscaping Equipment) to align equipment operation hours with the updated construction hours. It is therefore recommended that the City Council conduct the second first reading of Ordinance No. 1467, amending both Chapter 9.32 (Noise) of Title 9 (Public Peace, Morals and Welfare) and Chapter 8.40 (Landscaping Equipment) of Title 8 (Health and Safety) of the Sierra Madre Municipal Code.

BACKGROUND

The City of Sierra Madre's Noise Ordinance seeks to protect the citizens of Sierra Madre from excessive, unnecessary, and unreasonable noises from all sources in the community. Chapter 9.32 (Noise) was codified in 1984 establishing policies to control the adverse effects of noise. The last amendment to the Noise Ordinance was codified in 2009, imposing hours of operation on leaf blowers. As detailed by the timeline below, City staff have direction from City Council to draft an amendment updating the Noise Ordinance.

- February 14, 2023: Mayor Pro Tem Kriebs requested that the City Council direct the Planning Commission to update the Noise Ordinance with concurrence from the City Council.
- June 1, 2023: the Planning Commission conducted a public hearing approving Resolution No. 23-08, recommending that the City Council adopt Ordinance 1467. The Planning Commission deferred four sections of the ordinance for consideration by the City Council or the Natural Resources Commission.
- June 27, 2023: the City Council continued the public hearing to August 22, 2023, to allow time for the Natural Resources Commission to provide input regarding the regulation of leaf blowers.
- June 28, 2023: the Natural Resources Commission convened indicating that garden equipment emissions are under the Commission's purview but deferred the regulation of "noise generated by gas-powered leaf blowers and other garden equipment to the City Council.
- August 22, 2023: the City Council conducted a first reading of Ordinance 1467 and continued consideration of the ordinance to a date uncertain and directed staff to prepare an ordinance addressing gas-powered leaf blowers and other landscaping equipment.

At this point, staff paused Ordinance 1467 and instead focused on addressing gas-powered leaf blowers and other landscaping equipment through Ordinance 1469.

- November 5, 2023: Sierra Madre Natural Resources Commission unanimously recommended the City Council adopt Ordinance 1469, prohibiting or restricting gas-powered landscape equipment. The Commission considered air quality health instead of noise levels.
- February 27, 2024: the City Council conducted its first reading of Ordinance 1469, implementing a ban on operating any leaf-blowing machine or other landscaping equipment identified by future City Council Resolution and a scheduled ban on gas-powered leaf blower or other landscaping equipment
- March 12, 2024: the City Council adopted Ordinance 1469.

- September 1, 2024: the ban on gas-powered leaf blowers and other landscaping equipment took effect.

On October 2, 2024, the City of Sierra Madre issued a Request for Proposal (RFP) seeking qualified consultants to assist in preparing comprehensive amendments to the City's Noise Ordinance. Due to the complexity of the subject matter and the need for technically sound enforceable standards, the City contracted with Bill Vosti, Project Manager for Noise, and Josh Carman, Director for Noise, to provide subject matter expertise throughout the process. Following the competitive RFP process, the City awarded a contract to Rincon Consultants, Inc. in December 2024. Rincon was tasked with conducting a comparative analysis of municipal noise ordinances and recommending context-sensitive standards suitable for Sierra Madre's residential and mixed-use environment. The proposed amendments were designed to modernize the existing ordinance by:

- Establishing measurable vibration thresholds;
- Defining maximum and time-weighted noise level criteria by zoning classification;
- Introducing new exterior noise standards applicable to residential, commercial, recreational, and institutional uses;
- Providing guidance for special events and incorporating special exception provisions for case-by-case flexibility.

Staff reviewed the initial draft of the ordinance, provided detailed comments to Rincon Consultants, Inc., and subsequently received a revised version, which was presented to the Planning Commission for review. The Planning Commission began its deliberations in early 2025, focusing on technical thresholds, zoning applicability, and consistency with the City's General Plan. The Planning Commission's review process began with the following key milestones:

- April 17, 2025: the Planning Commission held a discussion regarding the updates to the Noise Ordinance and provided staff with direction to revise and prepare a draft municipal code text amendment for the Planning Commission. Revisions to the ordinance include to simplify the Exterior Noise Standards table, harmonize use hours defined under the "Exemptions" section, reduce the required noise measurement duration, and lastly remove the section for "Vibration".
- May 15, 2025: The Planning Commission held a public hearing on the draft ordinance and directed staff to revise specific sections, including simplification of exterior noise standards and clarification of exemptions related to special events and construction hours, and to clarify enforcement methods. Following the meeting, staff met with the Chief of Police and the City Attorney to review the enforcement methods and devices recommended by Rincon Consultants, Inc. It was determined that the Police Department will conduct one (1) sound level readings using a standardized intake form and record measurements take with an American National Standards Institute (ANSI) Type 2 Sound Level Meter. The meter will be used with the recommended tripod for ease of use during the 10-minute measurement period and equipped with a windshield to ensure accuracy of the measurements.
- June 19, 2025: The Planning Commission held a public hearing on the draft ordinance with updates and approved with modifications, Municipal Code Text Amendment (MCTA 25-01), and recommend the City Council adopt an ordinance amending Chapter 9.32 (Noise) of Title 9 (Public Peace, Morals and Welfare), and also amend Chapter 8.40 (Landscaping Equipment), pursuant to Planning Commission Resolution 25-07 (Attachment B).

- July 8, 2025: The City Council held a public hearing for the first reading of Ordinance 1467 amending Chapter 9.32 (Noise) of Title 9 (Public Peace, Morals and Welfare) and Chapter 8.40 (Landscaping Equipment) of Title 8 (Health and Safety) of the Sierra Madre Municipal Code and continued the hearing, providing staff with the direction to make revisions.

ANALYSIS

Chapter 9.32 of the Sierra Madre Municipal Code, currently does not specify a standard for measuring noise levels in each zoned areas, lacking a baseline specifying ambient noise levels, and does not include vibration as a factor of noise or sound level. The purpose of the amended ordinance is to quantify noise regulations and standards to protect the residents from excessive, unnecessary and unreasonable noises from all sources of the community with the intention to control the adverse effects of such noises.

Rincon Consultants, Inc. began their analysis by completing a preliminary review of the City's existing Noise Ordinance. Their reviews identified opportunities to reevaluate construction noise limits based on zoned area, consolidated noise limits in various land uses, and provided clarification to definitions. To continue their analysis, Rincon researched and compiled existing noise and vibration levels within the City. They examined successful noise ordinances and regulations in the region, defining clear noise limits for local conditions and specifying appropriate noise level metrics for each zoned areas. Using this information, noise level guidelines tailored to the City were developed where Rincon conducted a survey/literature review of presumed ambient noise levels in the current noise ordinance. Based on their findings, the proposed amendments to the existing ordinance were provided for review.

Updates to applicable sections of Chapter 9.32 include:

- 9.32.010 – Declaration of policy
- 9.32.020 – Update definitions to include:
 - “A-weighted Decibel (dBA¹)”,
 - “Ambient noise level”,
 - “Construction”,
 - “Equivalent Continuous Sound Level (Leq)”,
 - “Impulsive noise”, “Industrial property”,
 - “Maximum sound level (Lmax²)”,
 - “Mobile noise source”,
 - “Noise level”,
 - “Simple tone noise”,
 - “Sound level meter”,
 - “Sound pressure level”,
 - “Special City-sponsored or City-affiliated events”,
 - “Special Events”,
 - “Stationary noise source”,
- 9.32.030 – Deleted “Residential property noise limits” and added “Exterior noise standards”
- Deleted sections for “Commercial and industrial property noise” and “Public property noise limits”

¹ A unit of sound measurement that reflects the relative loudness of sounds as perceived by the human ear. The “A-weighting” filters out very low and very high frequencies that the average person is less sensitive to, making it more representative of how noise impacts people in real-world environments.

² The highest sound level (in dBA) measured over a specific time period at a reference location, usually used to evaluate intermittent or peak noise events for compliance with regulations

- 9.32.040 – Deleted “Special exemption provisions” and added “Exemptions”
- Deleted section for “Schools, hospitals and churches”
- 9.32.050 – Amended “Motor-driven vehicles”
- 9.32.060 – Amended “Exception permits”
- 9.32.070 – Renamed “General noise regulations” to “Prohibited noises”
- 9.32.080 – Added “Noise level measurement criteria”
- 9.32.090 – Renumbered section number for “Violation – Penalty”
- 9.32.100 – Renumbered section number for “Violations – Additional remedies – Injunctions”

To review the amendments of Chapter 9.32 (Noise), refer to Attachment C – Chapter 9.32 Noise (Redlines).

Currently, the Police Department does not have a sound level meter, while the Code Enforcement Officer has access to a single device capable of measuring dBA levels only. As part of the ordinance implementation strategy, Rincon Consultants, Inc. recommended the use of an American National Standards Institute (ANSI) Type 2 Sound Level Meter, which is capable of measuring both dBA and dBC. To ensure accuracy and ease of use in the field, Rincon also advised that the meter be used in conjunction with a tripod and windshield.

The adopted enforcement protocol provides that the Police Department will conduct one (1), 10-minute sound level reading. To implement this protocol effectively, staff will need to acquire a sound level meter capable of simultaneously measuring both dBA and dBC, ensuring compliance with the ordinance’s technical specifications and improving consistency in enforcement practices across departments.

In addition to the proposed updates to Exemptions section (9.32.040), the Planning Commission recommended the City Council amend Chapter 8.40 (Landscaping Equipment) to align the allowable use hours for any machine or landscaping equipment with the City’s construction hours. Specifically, the amendment would change the allowable use hours for any machine or landscaping equipment within any residential zone or within 500 feet of a residence to 7:00 a.m. to 7:00 p.m., Monday through Saturday. It would also establish permitted use hours on Sunday and Holidays, from 10:00 a.m. to 6:00 p.m., consistent with the City’s construction hours.

Upon review, the City Council directed staff to revise the Landscaping Equipment Requirements section (8.40.010) to change the language regarding landscaping machines or equipment in Subsections A, B, and D. Additionally, the City Council rejected the Planning Commissions recommendation to modify the allowable use hours and instead opted to maintain the previously adopted hours of operation for landscaping equipment (8:00 a.m. to 6:00 p.m., Monday through Saturday and 9:00 a.m. to 5:00 p.m. on Sunday and Holidays).

To review the amendments of Chapter 8.40 (“Landscaping Equipment”), refer to Attachment D – Chapter 8.40 Landscaping Equipment (Redlines).

Provided for your reference are the Noise Level Guidelines Memorandum (Attachment G), Recommended Noise Enforcement Methods and Devices Memorandum (Attachment H), adopted by City Council in 2015.

CONSISTENCY WITH THE GENERAL PLAN

Section Four of the Hazard Prevention Chapter within the Sierra Madre General Plan describes the protection of the community and provides goals, objectives and policies that provide a clearer regulatory framework for maintaining public peace and welfare, while supporting community livability and environmental quality. The General Plan Noise Goals, Objective, and

Policies has been provided with this report as Attachment I.

STRATEGIC PLAN CORRELATION

The amendments to Ch. 9.32 (Noise) is a direct implementation of the Strategic Plan, Public Safety Chapter, Goal 3 (Manage Outdoor Environment), Objective 3.3: Effectively Enforce Existing Codes, in that the Strategic Plan explicitly identifies the need to review of the Noise Ordinance and enforcement processes By establishing clear standards and enforcement protocols (e.g., dBA limits, special event exemptions, measurement procedures), the ordinance enhances code enforceability and ensures greater consistency across departments.

Additionally, the amendments to Ch. 9.32 (Noise) indirectly correlate with the Strategic Plan, Community Enrichment Chapter, Goal 2 (Improve Communication and Collaboration), Objective 2.1C: Increase accessibility to community communications, including emergency communications, City events, major Public Works projects, and general City programs and services. By serving as a regulatory framework that promotes community livability, the Noise Ordinance helps reduce neighborhood disturbances and fosters a more harmonious environment, thereby advancing the City's objective to improve communication and responsiveness to resident concerns.

ENVIRONMENTAL IMPACT (CEQA)

The amendments made by Ordinance No. 1467 to Chapter 9.32 (Noise) of Title 9 (Public Peace, Morals and Welfare) and Chapter 8.40 (Landscaping Equipment) of Title 8 (Health and Safety) are not a project as defined by the California Environmental Quality Act (CEQA) under Title 14, Section 15378 of the California Code of Regulations and will not have a significant effect on the environment. Therefore, this ordinance is exempt from CEQA review, pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

FISCAL IMPACT

Staff time was spent in the preparation of this report and City Council Ordinance No. 1467. To support the ordinance update, the City contracted with Rincon Consultants, Inc. for their services at a total cost of \$24,963.

Future enforcement of the ordinance may require the purchase of additional sound measurement equipment. Specifically, the acquisition of an ANSI Type 2 Sound Level Meter capable of measuring both dBA and dBC, along with a tripod and windshield for improved field accuracy, is recommended. The estimated cost per meter setup is approximately \$600 to \$1,000.

PUBLIC NOTICE

This item has been noticed through the regular agenda notification process. Copies of this report can be accessed on the City's website at www.SierraMadreCA.gov.

ATTACHMENTS

- Attachment A: Ordinance No. 1467
- Attachment B: Planning Commission Resolution 25-07
- Attachment C: Chapter 8.40 (Landscaping Equipment) - redline
- Attachment D: Chapter 8.40 (Landscaping Equipment) - clean

- Attachment E: Chapter 9.32 (Noise) – redline
- Attachment F: Chapter 9.32 (Noise) – clean
- Attachment G: Noise Level Guidelines Memorandum
- Attachment H: Recommended Noise Enforcement Methods and Devices Memorandum
- Attachment I: General Plan Noise Goal, Objectives and Policies



City of Sierra Madre AGENDA REPORT

Robert Parkhurst, Mayor
Kristine Lowe, Mayor Pro Tem
Edward Garcia, Council Member
Gene Goss, Council Member
Kelly Kriebs, Council Member

Sue Spears, City Treasurer

TO: Honorable Mayor Parkhurst and Members of the City Council

FROM: Aleks Giragosian, City Attorney

REVIEWED BY: Michael Bruckner, City Manager

DATE: September 23, 2025

SUBJECT: RESOLUTION REGARDING THE NEW NATIONAL OPIOIDS SETTLEMENT

STAFF RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 25-55, included as Attachment A, authorizing the City Attorney and/or City Manager to participate in new national opioids settlements with eight opioid manufacturers.

ALTERNATIVES

- Do not approve Resolution No. 25-55 to participate into the new national opioids settlements, and preserve the City's right to pursue an independent action against settling defendants.
- Continue the agenda item and provide staff with additional direction.

ANALYSIS

On November 9, 2021, the City Council adopted Resolution No. 21-66, approving participation in a national opioid settlement with the three largest opioid distributors — McKesson, Cardinal Health, and Amerisource Bergen — and the opioid manufacturer Janssen. On March 14, 2023, the City Council adopted Resolution No. 23-26, approving participation in another national opioid settlement with opioid manufacturers — Allergan Finance, LLC/Allergan Limited and Teva Pharmaceutical Industries Ltd. — and the major chain pharmacies — Walmart Inc., CVS Health Corporation/CVS Pharmacy, Inc., and Walgreen Co. On August 26, 2025, the City Council adopted Resolution No. 25-49, approving a national opioids settlement with Purdue and the Sackler family.

The individual settlement agreements may be accessed at:

<https://nationalopioidsettlement.com/>.

In addition to the settlements reached above, a new multistate settlement has been reached with eight opioid manufacturers — 1) Alvogen, 2) Amneal, 3) Apotex, 4) Hikma, 5) Indivior, 6) Mylan, 7) Sun, and 8) Zydus (“Secondary Manufacturers”) — for up to \$806 million.

The portion of the settlement with Secondary Manufacturers relevant to States and local governments is documented in the Participation Packet, included as Attachment A. To participate in the Settlement Agreement, the City must adopt Resolution No. 25-55 to authorize the City Attorney and/or City Manager to execute the Combined Participation Package and California State-Subdivision Agreements, included as Attachment B, by **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. California stands to receive up to \$70 million in abatement funding. If a settlement moves forward, the release included in the Combined Participation Package will take effect.

If the City decides to participate in the settlement agreements, then it will receive 0.006 percent of the Abatement Account Funds. The Abatement Account Funds represent 70 percent of the entire Settlement Fund.

To date, the City has opted to forward all settlement funds to the County of Los Angeles. If the City chose to retain those funds, then it could use them for the following purposes:

1. 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 treatment infrastructure;
- 3) addressing the needs of communities of color and vulnerable populations that are disproportionately impacted by Substance Use Disorder;
3. diversion of people with Substance Use Disorder from the justice system;
4. interventions to prevent drug addiction in vulnerable youth; and
5. the purchase of naloxone for distribution and efforts to expand access to Naxolone for opioid overdose reversals.

ENVIRONMENTAL(CEQA)

The proposed action does not constitute as a project under the California Environmental Quality Act (“CEQA”), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.

STRATEGIC PLAN CORRELATION

The opioid settlement participation and public health improvement is aligned with Goal 2: Public Safety.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies of this report can be accessed on the City's website at sierramadreca.gov

FISCAL IMPACT

This item has been noticed through the regular agenda notification process. Copies of this report can be accessed on the City's website at sierramadreca.gov.

ATTACHMENTS:

Attachment A: Resolution No. 25-55

Attachment B: Participation Packet

RESOLUTION NO. 25-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, AUTHORIZING THE CITY TO PARTICIPATE IN THE NATIONAL OPIOIDS SETTLEMENTS WITH ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SUN, AND ZYDUS

RECITALS

WHEREAS, on November 9, 2021, the City Council adopted Resolution No. 21-66, approving participation in a national opioid settlement with the three largest opioid distributors — McKesson, Cardinal Health, and Amerisource Bergen — and the opioid manufacturer Janssen;

WHEREAS, on March 14, 2023, the City Council adopted Resolution No. 23-26, approving participation in another national opioid settlement with opioid manufacturers — Allergan Finance, LLC/Allergan Limited and Teva Pharmaceutical Industries Ltd. - and the major chain pharmacies - Walmart Inc., CVS Health Corporation/CVS Pharmacy, Inc., and Walgreen Co.;

WHEREAS, on August 26, 2025, the City Council adopted Resolution No. 25-49, approving a national opioids settlement with Purdue and the Sackler family;

WHEREAS, the City Council desires to participate in the new proposed national opioids settlements with eight opioids manufacturers — Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus, the City Council and to maximize the share of settlement funds distributed to the City and the State.

THEREFORE, THE CITY COUNCIL OF THE CITY OF SIERRA MADRE, CALIFORNIA, DOES RESOLVE AS FOLLOWS:

SECTION 1. Recitals. The Recitals above are true and correct and incorporated herein by reference.

SECTION 2. Approval. The City Attorney and/or City Manager are hereby authorized to participate in the new national opioids settlement with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus and to take any other actions needed to facilitate the settlements.

SECTION 3. Severability. If any sections, subsections, subdivisions, paragraph, sentence, clause or phrase of this Resolution or any part hereof or exhibit hereto is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Resolution or any part thereof or exhibit thereto. The City Council hereby declares that it would have passed each section, subsection, subdivision,

paragraph, sentence, clause or phrase hereof, irrespective of the fact that anyone or more sections, subsections, subdivisions, paragraph, sentences, clauses or phrases be declared invalid.

SECTION 4. Certification. Pursuant to Government Code Section 36932, the City Clerk shall certify the passage, approval, and adoption of this Resolution by the City Council.

SECTION 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED this 23rd day of September, 2025.

Robert Parkhurst, Mayor

I HEREBY CERTIFY the foregoing Resolution 25-55 was duly passed, approved, and adopted by the City Council of the City of Sierra Madre, California, at a meeting held on the 23rd day of September, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Laura Aguilar, City Clerk

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

Sierra Madre city, CA
Reference Number: CL-1762313

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: Sierra Madre 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 AmerisourceBergenCorporation), Cardinal Health, Inc., and McKesson Corporation (the “Distributors Settlement”), that city’s Local Allocation amount will be paid directly to the city. If a city later changes or has already changed its distribution election in the Distributors Settlement, that change in election will apply here, provided that the change in election is received by the settlement administrator at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county’s share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).
- d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Alvogen Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.
- e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.
- f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Alvogen Settlement Agreement and this CA Alvogen Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA



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.

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5. State and Subdivision Reporting

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

6. Miscellaneous

- a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Alvogen Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.
- b) Except as provided in the Alvogen Settlement Agreement, this CA Alvogen Allocation Agreement is not enforceable by any party other than the State and the CA Participating



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

Signature: _____

Name: _____

Title: _____

Date: _____



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



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			100.000%	100.000%	100.000%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<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%



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City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<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%



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City	Calexico	Imperial	0.019%		0.0152799%
City	El Centro	Imperial	0.158%		0.1302522%
City	Imperial	Imperial	0.006%		0.0048791%
County	<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%



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City	Beverly Hills	Los Angeles	0.065%		0.0534897%
City	Burbank	Los Angeles	0.100%		0.0823132%
City	Calabasas	Los Angeles	0.006%		0.0048948%
City	Carson	Los Angeles	0.019%		0.0159805%
City	Cerritos	Los Angeles	0.005%		0.0039682%
City	Claremont	Los Angeles	0.010%		0.0082584%
City	Commerce	Los Angeles	0.000%		0.0002971%
City	Compton	Los Angeles	0.044%		0.0361882%
City	Covina	Los Angeles	0.028%		0.0229127%
City	Cudahy	Los Angeles	0.001%		0.0006020%
City	Culver City	Los Angeles	0.055%		0.0449894%
City	Diamond Bar	Los Angeles	0.001%		0.0006993%
City	Downey	Los Angeles	0.052%		0.0429994%
City	Duarte	Los Angeles	0.003%		0.0027261%
City	El Monte	Los Angeles	0.031%	0.038%	0.0318985%
City	El Segundo	Los Angeles	0.033%		0.0268020%
City	Gardena	Los Angeles	0.034%		0.0278088%
City	Glendale	Los Angeles	0.166%		0.1366586%
City	Glendora	Los Angeles	0.016%		0.0134411%
City	Hawaiian Gardens	Los Angeles	0.005%		0.0040549%
City	Hawthorne	Los Angeles	0.050%		0.0407833%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		0.0145307%
City	Huntington Park	Los Angeles	0.023%		0.0190667%
City	Inglewood	Los Angeles	0.059%		0.0489195%
City	La Canada Flintridge	Los Angeles	0.003%		0.0025565%
City	Lakewood	Los Angeles	0.005%		0.0039971%
City	La Mirada	Los Angeles	0.010%		0.0081572%
City	Lancaster	Los Angeles	0.045%		0.0369689%
City	La Puente	Los Angeles	0.002%		0.0012999%
City	La Verne	Los Angeles	0.024%		0.0194190%
City	Lawndale	Los Angeles	0.002%		0.0017731%
City	Lomita	Los Angeles	0.004%		0.0031940%
City	Long Beach	Los Angeles	0.439%		0.3614151%
City	Los Angeles	Los Angeles	2.715%	3.321%	2.8218811 %



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City	Lynwood	Los Angeles	0.016%		0.0134345%
City	Malibu	Los Angeles	0.002%		0.0019269%
City	Manhattan Beach	Los Angeles	0.032%		0.0260686%
City	Maywood	Los Angeles	0.004%		0.0035528%
City	Monrovia	Los Angeles	0.031%		0.0254455%
City	Montebello	Los Angeles	0.030%		0.0250670%
City	Monterey Park	Los Angeles	0.031%		0.0256677%
City	Norwalk	Los Angeles	0.031%		0.0258228%
City	Palmdale	Los Angeles	0.046%		0.0375827%
City	Palos Verdes Estates	Los Angeles	0.006%		0.0053102%
City	Paramount	Los Angeles	0.011%		0.0091483%
City	Pasadena	Los Angeles	0.146%		0.1200524%
City	Pico Rivera	Los Angeles	0.022%		0.0183333%
City	Pomona	Los Angeles	0.111%		0.0911933%
City	Rancho Palos Verdes	Los Angeles	0.002%		0.0012645%
City	Redondo Beach	Los Angeles	0.062%		0.0506992%
City	Rosemead	Los Angeles	0.003%		0.0028260%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	San Dimas	Los Angeles	0.003%		0.0022016%
City	San Fernando	Los Angeles	0.013%		0.0104837%
City	San Gabriel	Los Angeles	0.018%		0.0147726%
City	San Marino	Los Angeles	0.009%		0.0073791%
City	Santa Clarita	Los Angeles	0.022%		0.0178167%
City	Santa Fe Springs	Los Angeles	0.031%		0.0257531%
City	Santa Monica	Los Angeles	0.158%		0.1298513%
City	Sierra Madre	Los Angeles	0.006%		0.0048646%
City	Signal Hill	Los Angeles	0.010%		0.0084884%
City	South El Monte	Los Angeles	0.005%		0.0039603%
City	South Gate	Los Angeles	0.020%		0.0166272%
City	South Pasadena	Los Angeles	0.012%		0.0095334%
City	Temple City	Los Angeles	0.005%		0.0039498%
City	Torrance	Los Angeles	0.112%		0.0919820%
City	Walnut	Los Angeles	0.006%		0.0047305%
City	West Covina	Los Angeles	0.049%		0.0404521%
City	West Hollywood	Los Angeles	0.013%		0.0108517%



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City	Whittier	Los Angeles	0.032%		0.0260581%
County	Madera County	Madera	0.349%	0.427%	0.3630669%
City	Chowchilla	Madera	0.012%		0.0097332%
City	Madera	Madera	0.039%		0.0318441%
County	Marin County	Marin	0.564%	0.690%	0.5861325%
City	Larkspur	Marin	0.015%		0.0124697%
City	Mill Valley	Marin	0.020%		0.0168401%
City	Novato	Marin	0.028%		0.0229824%
City	San Anselmo	Marin	0.009%		0.0078062%
City	San Rafael	Marin	0.089%		0.0729823%
County	Mariposa County	Mariposa	0.084%	0.103%	0.0876131%
County	Mendocino County	Mendocino	0.439%	0.536%	0.4558394%
City	Ukiah	Mendocino	0.039%		0.0317153%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	Merced County	Merced	0.551%	0.674%	0.5724262%
City	Atwater	Merced	0.024%		0.0195846%
City	Livingston	Merced	0.006%		0.0045873%
City	Los Banos	Merced	0.020%		0.0165142%
City	Merced	Merced	0.061%		0.0500762%
County	Modoc County	Modoc	0.065%	0.080%	0.0678250%
County	Mono County	Mono	0.023%	0.029%	0.0242606%
County	Monterey County	Monterey	0.908%	1.111%	0.9437083%
City	Greenfield	Monterey	0.006%		0.0050552%
City	King City	Monterey	0.005%		0.0037355%
City	Marina	Monterey	0.017%		0.0144098%
City	Monterey	Monterey	0.041%		0.0336540%
City	Pacific Grove	Monterey	0.009%		0.0074842%
City	Salinas	Monterey	0.094%		0.0776576%
City	Seaside	Monterey	0.023%		0.0191772%
City	Soledad	Monterey	0.007%		0.0060870%
County	Napa County	Napa	0.288%	0.352%	0.2994325%
City	American Canyon	Napa	0.017%		0.0136869%
City	Napa	Napa	0.078%		0.0642783%
County	Nevada County	Nevada	0.441%	0.539%	0.4579827%
City	Grass Valley	Nevada	0.024%		0.0197805%



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City	Truckee	Nevada	0.003%		0.0023843%
County	Orange County	Orange	4.364%	5.339%	4.5363576%
City	Aliso Viejo	Orange	0.014%		0.0113841%
City	Anaheim	Orange	0.554%	0.678%	0.5759282%
City	Brea	Orange	0.086%		0.0708897%
City	Buena Park	Orange	0.087%		0.0714352%
City	Costa Mesa	Orange	0.124%	0.152%	0.1288366%
City	Cypress	Orange	0.033%		0.0271937%
City	Dana Point	Orange	0.001%		0.0005560%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%
City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%



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City	Yorba Linda	Orange	0.044%		0.0362223%
County	Placer County	Placer	1.045%	1.278%	1.0861002%
City	Auburn	Placer	0.017%		0.0141114%
City	Lincoln	Placer	0.031%		0.0255599%
City	Rocklin	Placer	0.076%		0.0625485%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Roseville	Placer	0.196%		0.1616559%
County	Plumas County	Plumas	0.205%	0.251%	0.2128729%
County	Riverside County	Riverside	4.534%	5.547%	4.7128296%
City	Banning	Riverside	0.017%		0.0143848%
City	Beaumont	Riverside	0.021%		0.0171135%
City	Blythe	Riverside	0.012%		0.0096714%
City	Canyon Lake	Riverside	0.000%		0.0001761%
City	Cathedral City	Riverside	0.067%		0.0553614%
City	Coachella	Riverside	0.021%		0.0173054%
City	Corona	Riverside	0.147%		0.1207083%
City	Desert Hot Springs	Riverside	0.024%		0.0200433%
City	Eastvale	Riverside	0.000%		0.0002747%
City	Hemet	Riverside	0.051%		0.0421792%
City	Indio	Riverside	0.056%		0.0457794%
City	Jurupa Valley	Riverside	0.001%		0.0008991%
City	Lake Elsinore	Riverside	0.021%		0.0172949%
City	La Quinta	Riverside	0.063%		0.0516732%
City	Menifee	Riverside	0.032%		0.0260909%
City	Moreno Valley	Riverside	0.137%		0.1130348%
City	Murrieta	Riverside	0.048%	0.059%	0.0497423%
City	Norco	Riverside	0.016%		0.0134542%
City	Palm Desert	Riverside	0.083%		0.0682465%
City	Palm Springs	Riverside	0.076%		0.0629862%
City	Perris	Riverside	0.009%		0.0076774%
City	Rancho Mirage	Riverside	0.052%		0.0431098%
City	Riverside	Riverside	0.268%		0.2206279%
City	San Jacinto	Riverside	0.010%		0.0085936%
City	Temecula	Riverside	0.022%		0.0180086%
City	Wildomar	Riverside	0.008%		0.0062500%



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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



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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%



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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%



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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%



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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.; Viartis 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.

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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.

²All 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 AmerisourceBergenCorporation), Cardinal Health, Inc., and McKesson Corporation (the “Distributors Settlement”), that city’s Local Allocation amount will be paid directly to the city. If a city later changes or has already changed its distribution election in the Distributors Settlement, that change in election will apply here, provided that the change in election is received by the settlement administrator at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county’s share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).
- d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Amneal Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.



- 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.

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6. Miscellaneous

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



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

Signature:

Name:

Title:

Date:



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



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			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%



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City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<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%



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City	Calexico	Imperial	0.019%		0.0152799%
City	El Centro	Imperial	0.158%		0.1302522%
City	Imperial	Imperial	0.006%		0.0048791%
County	<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%



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City	Beverly Hills	Los Angeles	0.065%		0.0534897%
City	Burbank	Los Angeles	0.100%		0.0823132%
City	Calabasas	Los Angeles	0.006%		0.0048948%
City	Carson	Los Angeles	0.019%		0.0159805%
City	Cerritos	Los Angeles	0.005%		0.0039682%
City	Claremont	Los Angeles	0.010%		0.0082584%
City	Commerce	Los Angeles	0.000%		0.0002971%
City	Compton	Los Angeles	0.044%		0.0361882%
City	Covina	Los Angeles	0.028%		0.0229127%
City	Cudahy	Los Angeles	0.001%		0.0006020%
City	Culver City	Los Angeles	0.055%		0.0449894%
City	Diamond Bar	Los Angeles	0.001%		0.0006993%
City	Downey	Los Angeles	0.052%		0.0429994%
City	Duarte	Los Angeles	0.003%		0.0027261%
City	El Monte	Los Angeles	0.031%	0.038%	0.0318985%
City	El Segundo	Los Angeles	0.033%		0.0268020%
City	Gardena	Los Angeles	0.034%		0.0278088%
City	Glendale	Los Angeles	0.166%		0.1366586%
City	Glendora	Los Angeles	0.016%		0.0134411%
City	Hawaiian Gardens	Los Angeles	0.005%		0.0040549%
City	Hawthorne	Los Angeles	0.050%		0.0407833%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		0.0145307%
City	Huntington Park	Los Angeles	0.023%		0.0190667%
City	Inglewood	Los Angeles	0.059%		0.0489195%
City	La Canada Flintridge	Los Angeles	0.003%		0.0025565%
City	Lakewood	Los Angeles	0.005%		0.0039971%
City	La Mirada	Los Angeles	0.010%		0.0081572%
City	Lancaster	Los Angeles	0.045%		0.0369689%
City	La Puente	Los Angeles	0.002%		0.0012999%
City	La Verne	Los Angeles	0.024%		0.0194190%
City	Lawndale	Los Angeles	0.002%		0.0017731%
City	Lomita	Los Angeles	0.004%		0.0031940%
City	Long Beach	Los Angeles	0.439%		0.3614151%
City	Los Angeles	Los Angeles	2.715%	3.321%	2.8218811 %



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City	Lynwood	Los Angeles	0.016%		0.0134345%
City	Malibu	Los Angeles	0.002%		0.0019269%
City	Manhattan Beach	Los Angeles	0.032%		0.0260686%
City	Maywood	Los Angeles	0.004%		0.0035528%
City	Monrovia	Los Angeles	0.031%		0.0254455%
City	Montebello	Los Angeles	0.030%		0.0250670%
City	Monterey Park	Los Angeles	0.031%		0.0256677%
City	Norwalk	Los Angeles	0.031%		0.0258228%
City	Palmdale	Los Angeles	0.046%		0.0375827%
City	Palos Verdes Estates	Los Angeles	0.006%		0.0053102%
City	Paramount	Los Angeles	0.011%		0.0091483%
City	Pasadena	Los Angeles	0.146%		0.1200524%
City	Pico Rivera	Los Angeles	0.022%		0.0183333%
City	Pomona	Los Angeles	0.111%		0.0911933%
City	Rancho Palos Verdes	Los Angeles	0.002%		0.0012645%
City	Redondo Beach	Los Angeles	0.062%		0.0506992%
City	Rosemead	Los Angeles	0.003%		0.0028260%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	San Dimas	Los Angeles	0.003%		0.0022016%
City	San Fernando	Los Angeles	0.013%		0.0104837%
City	San Gabriel	Los Angeles	0.018%		0.0147726%
City	San Marino	Los Angeles	0.009%		0.0073791%
City	Santa Clarita	Los Angeles	0.022%		0.0178167%
City	Santa Fe Springs	Los Angeles	0.031%		0.0257531%
City	Santa Monica	Los Angeles	0.158%		0.1298513%
City	Sierra Madre	Los Angeles	0.006%		0.0048646%
City	Signal Hill	Los Angeles	0.010%		0.0084884%
City	South El Monte	Los Angeles	0.005%		0.0039603%
City	South Gate	Los Angeles	0.020%		0.0166272%
City	South Pasadena	Los Angeles	0.012%		0.0095334%
City	Temple City	Los Angeles	0.005%		0.0039498%
City	Torrance	Los Angeles	0.112%		0.0919820%
City	Walnut	Los Angeles	0.006%		0.0047305%
City	West Covina	Los Angeles	0.049%		0.0404521%
City	West Hollywood	Los Angeles	0.013%		0.0108517%



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City	Whittier	Los Angeles	0.032%		0.0260581%
County	<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%



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City	Truckee	Nevada	0.003%		0.0023843%
County	Orange County	Orange	4.364%	5.339%	4.5363576%
City	Aliso Viejo	Orange	0.014%		0.0113841%
City	Anaheim	Orange	0.554%	0.678%	0.5759282%
City	Brea	Orange	0.086%		0.0708897%
City	Buena Park	Orange	0.087%		0.0714352%
City	Costa Mesa	Orange	0.124%	0.152%	0.1288366%
City	Cypress	Orange	0.033%		0.0271937%
City	Dana Point	Orange	0.001%		0.0005560%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%
City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%



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City	Yorba Linda	Orange	0.044%		0.0362223%
County	Placer County	Placer	1.045%	1.278%	1.0861002%
City	Auburn	Placer	0.017%		0.0141114%
City	Lincoln	Placer	0.031%		0.0255599%
City	Rocklin	Placer	0.076%		0.0625485%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Roseville	Placer	0.196%		0.1616559%
County	Plumas County	Plumas	0.205%	0.251%	0.2128729%
County	Riverside County	Riverside	4.534%	5.547%	4.7128296%
City	Banning	Riverside	0.017%		0.0143848%
City	Beaumont	Riverside	0.021%		0.0171135%
City	Blythe	Riverside	0.012%		0.0096714%
City	Canyon Lake	Riverside	0.000%		0.0001761%
City	Cathedral City	Riverside	0.067%		0.0553614%
City	Coachella	Riverside	0.021%		0.0173054%
City	Corona	Riverside	0.147%		0.1207083%
City	Desert Hot Springs	Riverside	0.024%		0.0200433%
City	Eastvale	Riverside	0.000%		0.0002747%
City	Hemet	Riverside	0.051%		0.0421792%
City	Indio	Riverside	0.056%		0.0457794%
City	Jurupa Valley	Riverside	0.001%		0.0008991%
City	Lake Elsinore	Riverside	0.021%		0.0172949%
City	La Quinta	Riverside	0.063%		0.0516732%
City	Menifee	Riverside	0.032%		0.0260909%
City	Moreno Valley	Riverside	0.137%		0.1130348%
City	Murrieta	Riverside	0.048%	0.059%	0.0497423%
City	Norco	Riverside	0.016%		0.0134542%
City	Palm Desert	Riverside	0.083%		0.0682465%
City	Palm Springs	Riverside	0.076%		0.0629862%
City	Perris	Riverside	0.009%		0.0076774%
City	Rancho Mirage	Riverside	0.052%		0.0431098%
City	Riverside	Riverside	0.268%		0.2206279%
City	San Jacinto	Riverside	0.010%		0.0085936%
City	Temecula	Riverside	0.022%		0.0180086%
City	Wildomar	Riverside	0.008%		0.0062500%



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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



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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%



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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%



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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%



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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.

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5. State and Subdivision Reporting

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

6. Miscellaneous

- a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Apotex Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.
- b) Except as provided in the Apotex Settlement Agreement, this CA Apotex Allocation Agreement is not enforceable by any party other than the State and the CA Participating



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

Signature: _____

Name: _____

Title: _____

Date: _____



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



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			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%



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City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<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%



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City	Calexico	Imperial	0.019%		0.0152799%
City	El Centro	Imperial	0.158%		0.1302522%
City	Imperial	Imperial	0.006%		0.0048791%
County	<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%



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City	Beverly Hills	Los Angeles	0.065%		0.0534897%
City	Burbank	Los Angeles	0.100%		0.0823132%
City	Calabasas	Los Angeles	0.006%		0.0048948%
City	Carson	Los Angeles	0.019%		0.0159805%
City	Cerritos	Los Angeles	0.005%		0.0039682%
City	Claremont	Los Angeles	0.010%		0.0082584%
City	Commerce	Los Angeles	0.000%		0.0002971%
City	Compton	Los Angeles	0.044%		0.0361882%
City	Covina	Los Angeles	0.028%		0.0229127%
City	Cudahy	Los Angeles	0.001%		0.0006020%
City	Culver City	Los Angeles	0.055%		0.0449894%
City	Diamond Bar	Los Angeles	0.001%		0.0006993%
City	Downey	Los Angeles	0.052%		0.0429994%
City	Duarte	Los Angeles	0.003%		0.0027261%
City	El Monte	Los Angeles	0.031%	0.038%	0.0318985%
City	El Segundo	Los Angeles	0.033%		0.0268020%
City	Gardena	Los Angeles	0.034%		0.0278088%
City	Glendale	Los Angeles	0.166%		0.1366586%
City	Glendora	Los Angeles	0.016%		0.0134411%
City	Hawaiian Gardens	Los Angeles	0.005%		0.0040549%
City	Hawthorne	Los Angeles	0.050%		0.0407833%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		0.0145307%
City	Huntington Park	Los Angeles	0.023%		0.0190667%
City	Inglewood	Los Angeles	0.059%		0.0489195%
City	La Canada Flintridge	Los Angeles	0.003%		0.0025565%
City	Lakewood	Los Angeles	0.005%		0.0039971%
City	La Mirada	Los Angeles	0.010%		0.0081572%
City	Lancaster	Los Angeles	0.045%		0.0369689%
City	La Puente	Los Angeles	0.002%		0.0012999%
City	La Verne	Los Angeles	0.024%		0.0194190%
City	Lawndale	Los Angeles	0.002%		0.0017731%
City	Lomita	Los Angeles	0.004%		0.0031940%
City	Long Beach	Los Angeles	0.439%		0.3614151%
City	Los Angeles	Los Angeles	2.715%	3.321%	2.8218811 %



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City	Lynwood	Los Angeles	0.016%		0.0134345%
City	Malibu	Los Angeles	0.002%		0.0019269%
City	Manhattan Beach	Los Angeles	0.032%		0.0260686%
City	Maywood	Los Angeles	0.004%		0.0035528%
City	Monrovia	Los Angeles	0.031%		0.0254455%
City	Montebello	Los Angeles	0.030%		0.0250670%
City	Monterey Park	Los Angeles	0.031%		0.0256677%
City	Norwalk	Los Angeles	0.031%		0.0258228%
City	Palmdale	Los Angeles	0.046%		0.0375827%
City	Palos Verdes Estates	Los Angeles	0.006%		0.0053102%
City	Paramount	Los Angeles	0.011%		0.0091483%
City	Pasadena	Los Angeles	0.146%		0.1200524%
City	Pico Rivera	Los Angeles	0.022%		0.0183333%
City	Pomona	Los Angeles	0.111%		0.0911933%
City	Rancho Palos Verdes	Los Angeles	0.002%		0.0012645%
City	Redondo Beach	Los Angeles	0.062%		0.0506992%
City	Rosemead	Los Angeles	0.003%		0.0028260%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	San Dimas	Los Angeles	0.003%		0.0022016%
City	San Fernando	Los Angeles	0.013%		0.0104837%
City	San Gabriel	Los Angeles	0.018%		0.0147726%
City	San Marino	Los Angeles	0.009%		0.0073791%
City	Santa Clarita	Los Angeles	0.022%		0.0178167%
City	Santa Fe Springs	Los Angeles	0.031%		0.0257531%
City	Santa Monica	Los Angeles	0.158%		0.1298513%
City	Sierra Madre	Los Angeles	0.006%		0.0048646%
City	Signal Hill	Los Angeles	0.010%		0.0084884%
City	South El Monte	Los Angeles	0.005%		0.0039603%
City	South Gate	Los Angeles	0.020%		0.0166272%
City	South Pasadena	Los Angeles	0.012%		0.0095334%
City	Temple City	Los Angeles	0.005%		0.0039498%
City	Torrance	Los Angeles	0.112%		0.0919820%
City	Walnut	Los Angeles	0.006%		0.0047305%
City	West Covina	Los Angeles	0.049%		0.0404521%
City	West Hollywood	Los Angeles	0.013%		0.0108517%



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City	Whittier	Los Angeles	0.032%		0.0260581%
County	<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%



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City	Truckee	Nevada	0.003%		0.0023843%
County	Orange County	Orange	4.364%	5.339%	4.5363576%
City	Aliso Viejo	Orange	0.014%		0.0113841%
City	Anaheim	Orange	0.554%	0.678%	0.5759282%
City	Brea	Orange	0.086%		0.0708897%
City	Buena Park	Orange	0.087%		0.0714352%
City	Costa Mesa	Orange	0.124%	0.152%	0.1288366%
City	Cypress	Orange	0.033%		0.0271937%
City	Dana Point	Orange	0.001%		0.0005560%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%
City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%



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City	Yorba Linda	Orange	0.044%		0.0362223%
County	Placer County	Placer	1.045%	1.278%	1.0861002%
City	Auburn	Placer	0.017%		0.0141114%
City	Lincoln	Placer	0.031%		0.0255599%
City	Rocklin	Placer	0.076%		0.0625485%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Roseville	Placer	0.196%		0.1616559%
County	Plumas County	Plumas	0.205%	0.251%	0.2128729%
County	Riverside County	Riverside	4.534%	5.547%	4.7128296%
City	Banning	Riverside	0.017%		0.0143848%
City	Beaumont	Riverside	0.021%		0.0171135%
City	Blythe	Riverside	0.012%		0.0096714%
City	Canyon Lake	Riverside	0.000%		0.0001761%
City	Cathedral City	Riverside	0.067%		0.0553614%
City	Coachella	Riverside	0.021%		0.0173054%
City	Corona	Riverside	0.147%		0.1207083%
City	Desert Hot Springs	Riverside	0.024%		0.0200433%
City	Eastvale	Riverside	0.000%		0.0002747%
City	Hemet	Riverside	0.051%		0.0421792%
City	Indio	Riverside	0.056%		0.0457794%
City	Jurupa Valley	Riverside	0.001%		0.0008991%
City	Lake Elsinore	Riverside	0.021%		0.0172949%
City	La Quinta	Riverside	0.063%		0.0516732%
City	Menifee	Riverside	0.032%		0.0260909%
City	Moreno Valley	Riverside	0.137%		0.1130348%
City	Murrieta	Riverside	0.048%	0.059%	0.0497423%
City	Norco	Riverside	0.016%		0.0134542%
City	Palm Desert	Riverside	0.083%		0.0682465%
City	Palm Springs	Riverside	0.076%		0.0629862%
City	Perris	Riverside	0.009%		0.0076774%
City	Rancho Mirage	Riverside	0.052%		0.0431098%
City	Riverside	Riverside	0.268%		0.2206279%
City	San Jacinto	Riverside	0.010%		0.0085936%
City	Temecula	Riverside	0.022%		0.0180086%
City	Wildomar	Riverside	0.008%		0.0062500%



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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



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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%



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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%



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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%



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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.

²All 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 AmerisourceBergenCorporation), Cardinal Health, Inc., and McKesson Corporation (the “Distributors Settlement”), that city’s Local Allocation amount will be paid directly to the city. If a city later changes or has already changed its distribution election in the Distributors Settlement, that change in election will apply here, provided that the change in election is received by the settlement administrator at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county’s share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).
- d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Hikma Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.
- e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.
- f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Hikma Settlement Agreement and this CA Hikma Allocation Agreement shall be transferred to the State; provided however,



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.

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5. State and Subdivision Reporting

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

6. Miscellaneous

- a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Hikma Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.
- b) Except as provided in the Hikma Settlement Agreement, this CA Hikma Allocation Agreement is not enforceable by any party other than the State and the CA Participating



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, Sierra Madre 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.



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			100.000%	100.000%	100.000%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<i>Alameda County</i>	Alameda	2.332%	2.853%	2.4237952%
City	Alameda	Alameda	0.069%		0.0570162%
City	Albany	Alameda	0.013%		0.0107768%
City	Berkeley	Alameda	0.152%		0.1249656%
City	Dublin	Alameda	0.033%	0.040%	0.0338810%
City	Emeryville	Alameda	0.023%		0.0185765%
City	Fremont	Alameda	0.108%		0.0888576%
City	Hayward	Alameda	0.117%		0.0966218%
City	Livermore	Alameda	0.054%		0.0446740%
City	Newark	Alameda	0.026%		0.0217626%
City	Oakland	Alameda	0.486%	0.595%	0.5055601%
City	Piedmont	Alameda	0.014%		0.0114064%
City	Pleasanton	Alameda	0.067%		0.0554547%
City	San Leandro	Alameda	0.039%		0.0321267%
City	Union City	Alameda	0.043%		0.0352484%
County	<i>Amador County</i>	Amador	0.226%	0.277%	0.2349885%
County	<i>Butte County</i>	Butte	1.615%	1.975%	1.6783178%
City	Chico	Butte	0.216%	0.264%	0.2246499%
City	Oroville	Butte	0.079%		0.0646595%
County	<i>Calaveras County</i>	Calaveras	0.226%	0.277%	0.2351644%
County	<i>Colusa County</i>	Colusa	0.059%		0.0489221%
County	<i>Contra Costa County</i>	Contra Costa	2.102%	2.571%	2.1844585%
City	Antioch	Contra Costa	0.037%		0.0301879%
City	Brentwood	Contra Costa	0.026%		0.0215339%
City	Clayton	Contra Costa	0.002%		0.0018060%
City	Concord	Contra Costa	0.055%		0.0456676%
City	Danville	Contra Costa	0.010%		0.0082255%
City	El Cerrito	Contra Costa	0.023%		0.0189024%
City	Hercules	Contra Costa	0.010%		0.0078273%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		0.0046030%



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City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<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%



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City	Calexico	Imperial	0.019%		0.0152799%
City	El Centro	Imperial	0.158%		0.1302522%
City	Imperial	Imperial	0.006%		0.0048791%
County	<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%



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City	Beverly Hills	Los Angeles	0.065%		0.0534897%
City	Burbank	Los Angeles	0.100%		0.0823132%
City	Calabasas	Los Angeles	0.006%		0.0048948%
City	Carson	Los Angeles	0.019%		0.0159805%
City	Cerritos	Los Angeles	0.005%		0.0039682%
City	Claremont	Los Angeles	0.010%		0.0082584%
City	Commerce	Los Angeles	0.000%		0.0002971%
City	Compton	Los Angeles	0.044%		0.0361882%
City	Covina	Los Angeles	0.028%		0.0229127%
City	Cudahy	Los Angeles	0.001%		0.0006020%
City	Culver City	Los Angeles	0.055%		0.0449894%
City	Diamond Bar	Los Angeles	0.001%		0.0006993%
City	Downey	Los Angeles	0.052%		0.0429994%
City	Duarte	Los Angeles	0.003%		0.0027261%
City	El Monte	Los Angeles	0.031%	0.038%	0.0318985%
City	El Segundo	Los Angeles	0.033%		0.0268020%
City	Gardena	Los Angeles	0.034%		0.0278088%
City	Glendale	Los Angeles	0.166%		0.1366586%
City	Glendora	Los Angeles	0.016%		0.0134411%
City	Hawaiian Gardens	Los Angeles	0.005%		0.0040549%
City	Hawthorne	Los Angeles	0.050%		0.0407833%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		0.0145307%
City	Huntington Park	Los Angeles	0.023%		0.0190667%
City	Inglewood	Los Angeles	0.059%		0.0489195%
City	La Canada Flintridge	Los Angeles	0.003%		0.0025565%
City	Lakewood	Los Angeles	0.005%		0.0039971%
City	La Mirada	Los Angeles	0.010%		0.0081572%
City	Lancaster	Los Angeles	0.045%		0.0369689%
City	La Puente	Los Angeles	0.002%		0.0012999%
City	La Verne	Los Angeles	0.024%		0.0194190%
City	Lawndale	Los Angeles	0.002%		0.0017731%
City	Lomita	Los Angeles	0.004%		0.0031940%
City	Long Beach	Los Angeles	0.439%		0.3614151%
City	Los Angeles	Los Angeles	2.715%	3.321%	2.8218811 %



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City	Lynwood	Los Angeles	0.016%		0.0134345%
City	Malibu	Los Angeles	0.002%		0.0019269%
City	Manhattan Beach	Los Angeles	0.032%		0.0260686%
City	Maywood	Los Angeles	0.004%		0.0035528%
City	Monrovia	Los Angeles	0.031%		0.0254455%
City	Montebello	Los Angeles	0.030%		0.0250670%
City	Monterey Park	Los Angeles	0.031%		0.0256677%
City	Norwalk	Los Angeles	0.031%		0.0258228%
City	Palmdale	Los Angeles	0.046%		0.0375827%
City	Palos Verdes Estates	Los Angeles	0.006%		0.0053102%
City	Paramount	Los Angeles	0.011%		0.0091483%
City	Pasadena	Los Angeles	0.146%		0.1200524%
City	Pico Rivera	Los Angeles	0.022%		0.0183333%
City	Pomona	Los Angeles	0.111%		0.0911933%
City	Rancho Palos Verdes	Los Angeles	0.002%		0.0012645%
City	Redondo Beach	Los Angeles	0.062%		0.0506992%
City	Rosemead	Los Angeles	0.003%		0.0028260%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	San Dimas	Los Angeles	0.003%		0.0022016%
City	San Fernando	Los Angeles	0.013%		0.0104837%
City	San Gabriel	Los Angeles	0.018%		0.0147726%
City	San Marino	Los Angeles	0.009%		0.0073791%
City	Santa Clarita	Los Angeles	0.022%		0.0178167%
City	Santa Fe Springs	Los Angeles	0.031%		0.0257531%
City	Santa Monica	Los Angeles	0.158%		0.1298513%
City	Sierra Madre	Los Angeles	0.006%		0.0048646%
City	Signal Hill	Los Angeles	0.010%		0.0084884%
City	South El Monte	Los Angeles	0.005%		0.0039603%
City	South Gate	Los Angeles	0.020%		0.0166272%
City	South Pasadena	Los Angeles	0.012%		0.0095334%
City	Temple City	Los Angeles	0.005%		0.0039498%
City	Torrance	Los Angeles	0.112%		0.0919820%
City	Walnut	Los Angeles	0.006%		0.0047305%
City	West Covina	Los Angeles	0.049%		0.0404521%
City	West Hollywood	Los Angeles	0.013%		0.0108517%



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City	Whittier	Los Angeles	0.032%		0.0260581%
County	<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%



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City	Truckee	Nevada	0.003%		0.0023843%
County	Orange County	Orange	4.364%	5.339%	4.5363576%
City	Aliso Viejo	Orange	0.014%		0.0113841%
City	Anaheim	Orange	0.554%	0.678%	0.5759282%
City	Brea	Orange	0.086%		0.0708897%
City	Buena Park	Orange	0.087%		0.0714352%
City	Costa Mesa	Orange	0.124%	0.152%	0.1288366%
City	Cypress	Orange	0.033%		0.0271937%
City	Dana Point	Orange	0.001%		0.0005560%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%
City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%



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City	Yorba Linda	Orange	0.044%		0.0362223%
County	Placer County	Placer	1.045%	1.278%	1.0861002%
City	Auburn	Placer	0.017%		0.0141114%
City	Lincoln	Placer	0.031%		0.0255599%
City	Rocklin	Placer	0.076%		0.0625485%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Roseville	Placer	0.196%		0.1616559%
County	Plumas County	Plumas	0.205%	0.251%	0.2128729%
County	Riverside County	Riverside	4.534%	5.547%	4.7128296%
City	Banning	Riverside	0.017%		0.0143848%
City	Beaumont	Riverside	0.021%		0.0171135%
City	Blythe	Riverside	0.012%		0.0096714%
City	Canyon Lake	Riverside	0.000%		0.0001761%
City	Cathedral City	Riverside	0.067%		0.0553614%
City	Coachella	Riverside	0.021%		0.0173054%
City	Corona	Riverside	0.147%		0.1207083%
City	Desert Hot Springs	Riverside	0.024%		0.0200433%
City	Eastvale	Riverside	0.000%		0.0002747%
City	Hemet	Riverside	0.051%		0.0421792%
City	Indio	Riverside	0.056%		0.0457794%
City	Jurupa Valley	Riverside	0.001%		0.0008991%
City	Lake Elsinore	Riverside	0.021%		0.0172949%
City	La Quinta	Riverside	0.063%		0.0516732%
City	Menifee	Riverside	0.032%		0.0260909%
City	Moreno Valley	Riverside	0.137%		0.1130348%
City	Murrieta	Riverside	0.048%	0.059%	0.0497423%
City	Norco	Riverside	0.016%		0.0134542%
City	Palm Desert	Riverside	0.083%		0.0682465%
City	Palm Springs	Riverside	0.076%		0.0629862%
City	Perris	Riverside	0.009%		0.0076774%
City	Rancho Mirage	Riverside	0.052%		0.0431098%
City	Riverside	Riverside	0.268%		0.2206279%
City	San Jacinto	Riverside	0.010%		0.0085936%
City	Temecula	Riverside	0.022%		0.0180086%
City	Wildomar	Riverside	0.008%		0.0062500%



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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



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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%



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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%



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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%



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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.

²All 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 AmerisourceBergenCorporation), Cardinal Health, Inc., and McKesson Corporation (the “Distributors Settlement”), that city’s Local Allocation amount will be paid directly to the city. If a city later changes or has already changed its distribution election in the Distributors Settlement, that change in election will apply here, provided that the change in election is received by the settlement administrator at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county’s share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).
- d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Indivior Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.
- e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.
- f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Indivior Settlement Agreement and this CA Indivior Allocation Agreement shall be transferred to the State; provided



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.

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5. State and Subdivision Reporting

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

6. Miscellaneous

- a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Indivior Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.
- b) Except as provided in the Indivior Settlement Agreement, this CA Indivior Allocation Agreement is not enforceable by any party other than the State and the CA Participating



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

Signature: _____

Name: _____

Title: _____

Date: _____



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



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			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%



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City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<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%



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City	Calexico	Imperial	0.019%		0.0152799%
City	El Centro	Imperial	0.158%		0.1302522%
City	Imperial	Imperial	0.006%		0.0048791%
County	<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%



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City	Beverly Hills	Los Angeles	0.065%		0.0534897%
City	Burbank	Los Angeles	0.100%		0.0823132%
City	Calabasas	Los Angeles	0.006%		0.0048948%
City	Carson	Los Angeles	0.019%		0.0159805%
City	Cerritos	Los Angeles	0.005%		0.0039682%
City	Claremont	Los Angeles	0.010%		0.0082584%
City	Commerce	Los Angeles	0.000%		0.0002971%
City	Compton	Los Angeles	0.044%		0.0361882%
City	Covina	Los Angeles	0.028%		0.0229127%
City	Cudahy	Los Angeles	0.001%		0.0006020%
City	Culver City	Los Angeles	0.055%		0.0449894%
City	Diamond Bar	Los Angeles	0.001%		0.0006993%
City	Downey	Los Angeles	0.052%		0.0429994%
City	Duarte	Los Angeles	0.003%		0.0027261%
City	El Monte	Los Angeles	0.031%	0.038%	0.0318985%
City	El Segundo	Los Angeles	0.033%		0.0268020%
City	Gardena	Los Angeles	0.034%		0.0278088%
City	Glendale	Los Angeles	0.166%		0.1366586%
City	Glendora	Los Angeles	0.016%		0.0134411%
City	Hawaiian Gardens	Los Angeles	0.005%		0.0040549%
City	Hawthorne	Los Angeles	0.050%		0.0407833%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		0.0145307%
City	Huntington Park	Los Angeles	0.023%		0.0190667%
City	Inglewood	Los Angeles	0.059%		0.0489195%
City	La Canada Flintridge	Los Angeles	0.003%		0.0025565%
City	Lakewood	Los Angeles	0.005%		0.0039971%
City	La Mirada	Los Angeles	0.010%		0.0081572%
City	Lancaster	Los Angeles	0.045%		0.0369689%
City	La Puente	Los Angeles	0.002%		0.0012999%
City	La Verne	Los Angeles	0.024%		0.0194190%
City	Lawndale	Los Angeles	0.002%		0.0017731%
City	Lomita	Los Angeles	0.004%		0.0031940%
City	Long Beach	Los Angeles	0.439%		0.3614151%
City	Los Angeles	Los Angeles	2.715%	3.321%	2.8218811 %



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City	Lynwood	Los Angeles	0.016%		0.0134345%
City	Malibu	Los Angeles	0.002%		0.0019269%
City	Manhattan Beach	Los Angeles	0.032%		0.0260686%
City	Maywood	Los Angeles	0.004%		0.0035528%
City	Monrovia	Los Angeles	0.031%		0.0254455%
City	Montebello	Los Angeles	0.030%		0.0250670%
City	Monterey Park	Los Angeles	0.031%		0.0256677%
City	Norwalk	Los Angeles	0.031%		0.0258228%
City	Palmdale	Los Angeles	0.046%		0.0375827%
City	Palos Verdes Estates	Los Angeles	0.006%		0.0053102%
City	Paramount	Los Angeles	0.011%		0.0091483%
City	Pasadena	Los Angeles	0.146%		0.1200524%
City	Pico Rivera	Los Angeles	0.022%		0.0183333%
City	Pomona	Los Angeles	0.111%		0.0911933%
City	Rancho Palos Verdes	Los Angeles	0.002%		0.0012645%
City	Redondo Beach	Los Angeles	0.062%		0.0506992%
City	Rosemead	Los Angeles	0.003%		0.0028260%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	San Dimas	Los Angeles	0.003%		0.0022016%
City	San Fernando	Los Angeles	0.013%		0.0104837%
City	San Gabriel	Los Angeles	0.018%		0.0147726%
City	San Marino	Los Angeles	0.009%		0.0073791%
City	Santa Clarita	Los Angeles	0.022%		0.0178167%
City	Santa Fe Springs	Los Angeles	0.031%		0.0257531%
City	Santa Monica	Los Angeles	0.158%		0.1298513%
City	Sierra Madre	Los Angeles	0.006%		0.0048646%
City	Signal Hill	Los Angeles	0.010%		0.0084884%
City	South El Monte	Los Angeles	0.005%		0.0039603%
City	South Gate	Los Angeles	0.020%		0.0166272%
City	South Pasadena	Los Angeles	0.012%		0.0095334%
City	Temple City	Los Angeles	0.005%		0.0039498%
City	Torrance	Los Angeles	0.112%		0.0919820%
City	Walnut	Los Angeles	0.006%		0.0047305%
City	West Covina	Los Angeles	0.049%		0.0404521%
City	West Hollywood	Los Angeles	0.013%		0.0108517%



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City	Whittier	Los Angeles	0.032%		0.0260581%
County	<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%



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City	Truckee	Nevada	0.003%		0.0023843%
County	Orange County	Orange	4.364%	5.339%	4.5363576%
City	Aliso Viejo	Orange	0.014%		0.0113841%
City	Anaheim	Orange	0.554%	0.678%	0.5759282%
City	Brea	Orange	0.086%		0.0708897%
City	Buena Park	Orange	0.087%		0.0714352%
City	Costa Mesa	Orange	0.124%	0.152%	0.1288366%
City	Cypress	Orange	0.033%		0.0271937%
City	Dana Point	Orange	0.001%		0.0005560%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%
City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%



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City	Yorba Linda	Orange	0.044%		0.0362223%
County	Placer County	Placer	1.045%	1.278%	1.0861002%
City	Auburn	Placer	0.017%		0.0141114%
City	Lincoln	Placer	0.031%		0.0255599%
City	Rocklin	Placer	0.076%		0.0625485%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Roseville	Placer	0.196%		0.1616559%
County	Plumas County	Plumas	0.205%	0.251%	0.2128729%
County	Riverside County	Riverside	4.534%	5.547%	4.7128296%
City	Banning	Riverside	0.017%		0.0143848%
City	Beaumont	Riverside	0.021%		0.0171135%
City	Blythe	Riverside	0.012%		0.0096714%
City	Canyon Lake	Riverside	0.000%		0.0001761%
City	Cathedral City	Riverside	0.067%		0.0553614%
City	Coachella	Riverside	0.021%		0.0173054%
City	Corona	Riverside	0.147%		0.1207083%
City	Desert Hot Springs	Riverside	0.024%		0.0200433%
City	Eastvale	Riverside	0.000%		0.0002747%
City	Hemet	Riverside	0.051%		0.0421792%
City	Indio	Riverside	0.056%		0.0457794%
City	Jurupa Valley	Riverside	0.001%		0.0008991%
City	Lake Elsinore	Riverside	0.021%		0.0172949%
City	La Quinta	Riverside	0.063%		0.0516732%
City	Menifee	Riverside	0.032%		0.0260909%
City	Moreno Valley	Riverside	0.137%		0.1130348%
City	Murrieta	Riverside	0.048%	0.059%	0.0497423%
City	Norco	Riverside	0.016%		0.0134542%
City	Palm Desert	Riverside	0.083%		0.0682465%
City	Palm Springs	Riverside	0.076%		0.0629862%
City	Perris	Riverside	0.009%		0.0076774%
City	Rancho Mirage	Riverside	0.052%		0.0431098%
City	Riverside	Riverside	0.268%		0.2206279%
City	San Jacinto	Riverside	0.010%		0.0085936%
City	Temecula	Riverside	0.022%		0.0180086%
City	Wildomar	Riverside	0.008%		0.0062500%



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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



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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%



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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%



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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%



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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.

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5. State and Subdivision Reporting

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

6. Miscellaneous

- a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Mylan Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.
- b) Except as provided in the Mylan Settlement Agreement, this CA Mylan Allocation Agreement is not enforceable by any party other than the State and the CA Participating



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, Sierra Madre 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.



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			100.000%	100.000%	100.000%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<i>Alameda County</i>	Alameda	2.332%	2.853%	2.4237952%
City	Alameda	Alameda	0.069%		0.0570162%
City	Albany	Alameda	0.013%		0.0107768%
City	Berkeley	Alameda	0.152%		0.1249656%
City	Dublin	Alameda	0.033%	0.040%	0.0338810%
City	Emeryville	Alameda	0.023%		0.0185765%
City	Fremont	Alameda	0.108%		0.0888576%
City	Hayward	Alameda	0.117%		0.0966218%
City	Livermore	Alameda	0.054%		0.0446740%
City	Newark	Alameda	0.026%		0.0217626%
City	Oakland	Alameda	0.486%	0.595%	0.5055601%
City	Piedmont	Alameda	0.014%		0.0114064%
City	Pleasanton	Alameda	0.067%		0.0554547%
City	San Leandro	Alameda	0.039%		0.0321267%
City	Union City	Alameda	0.043%		0.0352484%
County	<i>Amador County</i>	Amador	0.226%	0.277%	0.2349885%
County	<i>Butte County</i>	Butte	1.615%	1.975%	1.6783178%
City	Chico	Butte	0.216%	0.264%	0.2246499%
City	Oroville	Butte	0.079%		0.0646595%
County	<i>Calaveras County</i>	Calaveras	0.226%	0.277%	0.2351644%
County	<i>Colusa County</i>	Colusa	0.059%		0.0489221%
County	<i>Contra Costa County</i>	Contra Costa	2.102%	2.571%	2.1844585%
City	Antioch	Contra Costa	0.037%		0.0301879%
City	Brentwood	Contra Costa	0.026%		0.0215339%
City	Clayton	Contra Costa	0.002%		0.0018060%
City	Concord	Contra Costa	0.055%		0.0456676%
City	Danville	Contra Costa	0.010%		0.0082255%
City	El Cerrito	Contra Costa	0.023%		0.0189024%
City	Hercules	Contra Costa	0.010%		0.0078273%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		0.0046030%



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City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<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%



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City	Calexico	Imperial	0.019%		0.0152799%
City	El Centro	Imperial	0.158%		0.1302522%
City	Imperial	Imperial	0.006%		0.0048791%
County	<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%



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City	Beverly Hills	Los Angeles	0.065%		0.0534897%
City	Burbank	Los Angeles	0.100%		0.0823132%
City	Calabasas	Los Angeles	0.006%		0.0048948%
City	Carson	Los Angeles	0.019%		0.0159805%
City	Cerritos	Los Angeles	0.005%		0.0039682%
City	Claremont	Los Angeles	0.010%		0.0082584%
City	Commerce	Los Angeles	0.000%		0.0002971%
City	Compton	Los Angeles	0.044%		0.0361882%
City	Covina	Los Angeles	0.028%		0.0229127%
City	Cudahy	Los Angeles	0.001%		0.0006020%
City	Culver City	Los Angeles	0.055%		0.0449894%
City	Diamond Bar	Los Angeles	0.001%		0.0006993%
City	Downey	Los Angeles	0.052%		0.0429994%
City	Duarte	Los Angeles	0.003%		0.0027261%
City	El Monte	Los Angeles	0.031%	0.038%	0.0318985%
City	El Segundo	Los Angeles	0.033%		0.0268020%
City	Gardena	Los Angeles	0.034%		0.0278088%
City	Glendale	Los Angeles	0.166%		0.1366586%
City	Glendora	Los Angeles	0.016%		0.0134411%
City	Hawaiian Gardens	Los Angeles	0.005%		0.0040549%
City	Hawthorne	Los Angeles	0.050%		0.0407833%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		0.0145307%
City	Huntington Park	Los Angeles	0.023%		0.0190667%
City	Inglewood	Los Angeles	0.059%		0.0489195%
City	La Canada Flintridge	Los Angeles	0.003%		0.0025565%
City	Lakewood	Los Angeles	0.005%		0.0039971%
City	La Mirada	Los Angeles	0.010%		0.0081572%
City	Lancaster	Los Angeles	0.045%		0.0369689%
City	La Puente	Los Angeles	0.002%		0.0012999%
City	La Verne	Los Angeles	0.024%		0.0194190%
City	Lawndale	Los Angeles	0.002%		0.0017731%
City	Lomita	Los Angeles	0.004%		0.0031940%
City	Long Beach	Los Angeles	0.439%		0.3614151%
City	Los Angeles	Los Angeles	2.715%	3.321%	2.8218811 %



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City	Lynwood	Los Angeles	0.016%		0.0134345%
City	Malibu	Los Angeles	0.002%		0.0019269%
City	Manhattan Beach	Los Angeles	0.032%		0.0260686%
City	Maywood	Los Angeles	0.004%		0.0035528%
City	Monrovia	Los Angeles	0.031%		0.0254455%
City	Montebello	Los Angeles	0.030%		0.0250670%
City	Monterey Park	Los Angeles	0.031%		0.0256677%
City	Norwalk	Los Angeles	0.031%		0.0258228%
City	Palmdale	Los Angeles	0.046%		0.0375827%
City	Palos Verdes Estates	Los Angeles	0.006%		0.0053102%
City	Paramount	Los Angeles	0.011%		0.0091483%
City	Pasadena	Los Angeles	0.146%		0.1200524%
City	Pico Rivera	Los Angeles	0.022%		0.0183333%
City	Pomona	Los Angeles	0.111%		0.0911933%
City	Rancho Palos Verdes	Los Angeles	0.002%		0.0012645%
City	Redondo Beach	Los Angeles	0.062%		0.0506992%
City	Rosemead	Los Angeles	0.003%		0.0028260%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	San Dimas	Los Angeles	0.003%		0.0022016%
City	San Fernando	Los Angeles	0.013%		0.0104837%
City	San Gabriel	Los Angeles	0.018%		0.0147726%
City	San Marino	Los Angeles	0.009%		0.0073791%
City	Santa Clarita	Los Angeles	0.022%		0.0178167%
City	Santa Fe Springs	Los Angeles	0.031%		0.0257531%
City	Santa Monica	Los Angeles	0.158%		0.1298513%
City	Sierra Madre	Los Angeles	0.006%		0.0048646%
City	Signal Hill	Los Angeles	0.010%		0.0084884%
City	South El Monte	Los Angeles	0.005%		0.0039603%
City	South Gate	Los Angeles	0.020%		0.0166272%
City	South Pasadena	Los Angeles	0.012%		0.0095334%
City	Temple City	Los Angeles	0.005%		0.0039498%
City	Torrance	Los Angeles	0.112%		0.0919820%
City	Walnut	Los Angeles	0.006%		0.0047305%
City	West Covina	Los Angeles	0.049%		0.0404521%
City	West Hollywood	Los Angeles	0.013%		0.0108517%



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City	Whittier	Los Angeles	0.032%		0.0260581%
County	<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%



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City	Truckee	Nevada	0.003%		0.0023843%
County	Orange County	Orange	4.364%	5.339%	4.5363576%
City	Aliso Viejo	Orange	0.014%		0.0113841%
City	Anaheim	Orange	0.554%	0.678%	0.5759282%
City	Brea	Orange	0.086%		0.0708897%
City	Buena Park	Orange	0.087%		0.0714352%
City	Costa Mesa	Orange	0.124%	0.152%	0.1288366%
City	Cypress	Orange	0.033%		0.0271937%
City	Dana Point	Orange	0.001%		0.0005560%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%
City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%



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City	Yorba Linda	Orange	0.044%		0.0362223%
County	Placer County	Placer	1.045%	1.278%	1.0861002%
City	Auburn	Placer	0.017%		0.0141114%
City	Lincoln	Placer	0.031%		0.0255599%
City	Rocklin	Placer	0.076%		0.0625485%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Roseville	Placer	0.196%		0.1616559%
County	Plumas County	Plumas	0.205%	0.251%	0.2128729%
County	Riverside County	Riverside	4.534%	5.547%	4.7128296%
City	Banning	Riverside	0.017%		0.0143848%
City	Beaumont	Riverside	0.021%		0.0171135%
City	Blythe	Riverside	0.012%		0.0096714%
City	Canyon Lake	Riverside	0.000%		0.0001761%
City	Cathedral City	Riverside	0.067%		0.0553614%
City	Coachella	Riverside	0.021%		0.0173054%
City	Corona	Riverside	0.147%		0.1207083%
City	Desert Hot Springs	Riverside	0.024%		0.0200433%
City	Eastvale	Riverside	0.000%		0.0002747%
City	Hemet	Riverside	0.051%		0.0421792%
City	Indio	Riverside	0.056%		0.0457794%
City	Jurupa Valley	Riverside	0.001%		0.0008991%
City	Lake Elsinore	Riverside	0.021%		0.0172949%
City	La Quinta	Riverside	0.063%		0.0516732%
City	Menifee	Riverside	0.032%		0.0260909%
City	Moreno Valley	Riverside	0.137%		0.1130348%
City	Murrieta	Riverside	0.048%	0.059%	0.0497423%
City	Norco	Riverside	0.016%		0.0134542%
City	Palm Desert	Riverside	0.083%		0.0682465%
City	Palm Springs	Riverside	0.076%		0.0629862%
City	Perris	Riverside	0.009%		0.0076774%
City	Rancho Mirage	Riverside	0.052%		0.0431098%
City	Riverside	Riverside	0.268%		0.2206279%
City	San Jacinto	Riverside	0.010%		0.0085936%
City	Temecula	Riverside	0.022%		0.0180086%
City	Wildomar	Riverside	0.008%		0.0062500%



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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



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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%



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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%



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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%



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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.

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5. State and Subdivision Reporting

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

6. Miscellaneous

- a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Sun Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.
- b) Except as provided in the Sun Settlement Agreement, this CA Sun Allocation Agreement is not enforceable by any party other than the State and the CA Participating



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, Sierra Madre 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.



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			100.000%	100.000%	100.000%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<i>Alameda County</i>	Alameda	2.332%	2.853%	2.4237952%
City	Alameda	Alameda	0.069%		0.0570162%
City	Albany	Alameda	0.013%		0.0107768%
City	Berkeley	Alameda	0.152%		0.1249656%
City	Dublin	Alameda	0.033%	0.040%	0.0338810%
City	Emeryville	Alameda	0.023%		0.0185765%
City	Fremont	Alameda	0.108%		0.0888576%
City	Hayward	Alameda	0.117%		0.0966218%
City	Livermore	Alameda	0.054%		0.0446740%
City	Newark	Alameda	0.026%		0.0217626%
City	Oakland	Alameda	0.486%	0.595%	0.5055601%
City	Piedmont	Alameda	0.014%		0.0114064%
City	Pleasanton	Alameda	0.067%		0.0554547%
City	San Leandro	Alameda	0.039%		0.0321267%
City	Union City	Alameda	0.043%		0.0352484%
County	<i>Amador County</i>	Amador	0.226%	0.277%	0.2349885%
County	<i>Butte County</i>	Butte	1.615%	1.975%	1.6783178%
City	Chico	Butte	0.216%	0.264%	0.2246499%
City	Oroville	Butte	0.079%		0.0646595%
County	<i>Calaveras County</i>	Calaveras	0.226%	0.277%	0.2351644%
County	<i>Colusa County</i>	Colusa	0.059%		0.0489221%
County	<i>Contra Costa County</i>	Contra Costa	2.102%	2.571%	2.1844585%
City	Antioch	Contra Costa	0.037%		0.0301879%
City	Brentwood	Contra Costa	0.026%		0.0215339%
City	Clayton	Contra Costa	0.002%		0.0018060%
City	Concord	Contra Costa	0.055%		0.0456676%
City	Danville	Contra Costa	0.010%		0.0082255%
City	El Cerrito	Contra Costa	0.023%		0.0189024%
City	Hercules	Contra Costa	0.010%		0.0078273%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		0.0046030%



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City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<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%



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City	Calexico	Imperial	0.019%		0.0152799%
City	El Centro	Imperial	0.158%		0.1302522%
City	Imperial	Imperial	0.006%		0.0048791%
County	<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%



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City	Beverly Hills	Los Angeles	0.065%		0.0534897%
City	Burbank	Los Angeles	0.100%		0.0823132%
City	Calabasas	Los Angeles	0.006%		0.0048948%
City	Carson	Los Angeles	0.019%		0.0159805%
City	Cerritos	Los Angeles	0.005%		0.0039682%
City	Claremont	Los Angeles	0.010%		0.0082584%
City	Commerce	Los Angeles	0.000%		0.0002971%
City	Compton	Los Angeles	0.044%		0.0361882%
City	Covina	Los Angeles	0.028%		0.0229127%
City	Cudahy	Los Angeles	0.001%		0.0006020%
City	Culver City	Los Angeles	0.055%		0.0449894%
City	Diamond Bar	Los Angeles	0.001%		0.0006993%
City	Downey	Los Angeles	0.052%		0.0429994%
City	Duarte	Los Angeles	0.003%		0.0027261%
City	El Monte	Los Angeles	0.031%	0.038%	0.0318985%
City	El Segundo	Los Angeles	0.033%		0.0268020%
City	Gardena	Los Angeles	0.034%		0.0278088%
City	Glendale	Los Angeles	0.166%		0.1366586%
City	Glendora	Los Angeles	0.016%		0.0134411%
City	Hawaiian Gardens	Los Angeles	0.005%		0.0040549%
City	Hawthorne	Los Angeles	0.050%		0.0407833%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		0.0145307%
City	Huntington Park	Los Angeles	0.023%		0.0190667%
City	Inglewood	Los Angeles	0.059%		0.0489195%
City	La Canada Flintridge	Los Angeles	0.003%		0.0025565%
City	Lakewood	Los Angeles	0.005%		0.0039971%
City	La Mirada	Los Angeles	0.010%		0.0081572%
City	Lancaster	Los Angeles	0.045%		0.0369689%
City	La Puente	Los Angeles	0.002%		0.0012999%
City	La Verne	Los Angeles	0.024%		0.0194190%
City	Lawndale	Los Angeles	0.002%		0.0017731%
City	Lomita	Los Angeles	0.004%		0.0031940%
City	Long Beach	Los Angeles	0.439%		0.3614151%
City	Los Angeles	Los Angeles	2.715%	3.321%	2.8218811 %



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City	Lynwood	Los Angeles	0.016%		0.0134345%
City	Malibu	Los Angeles	0.002%		0.0019269%
City	Manhattan Beach	Los Angeles	0.032%		0.0260686%
City	Maywood	Los Angeles	0.004%		0.0035528%
City	Monrovia	Los Angeles	0.031%		0.0254455%
City	Montebello	Los Angeles	0.030%		0.0250670%
City	Monterey Park	Los Angeles	0.031%		0.0256677%
City	Norwalk	Los Angeles	0.031%		0.0258228%
City	Palmdale	Los Angeles	0.046%		0.0375827%
City	Palos Verdes Estates	Los Angeles	0.006%		0.0053102%
City	Paramount	Los Angeles	0.011%		0.0091483%
City	Pasadena	Los Angeles	0.146%		0.1200524%
City	Pico Rivera	Los Angeles	0.022%		0.0183333%
City	Pomona	Los Angeles	0.111%		0.0911933%
City	Rancho Palos Verdes	Los Angeles	0.002%		0.0012645%
City	Redondo Beach	Los Angeles	0.062%		0.0506992%
City	Rosemead	Los Angeles	0.003%		0.0028260%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	San Dimas	Los Angeles	0.003%		0.0022016%
City	San Fernando	Los Angeles	0.013%		0.0104837%
City	San Gabriel	Los Angeles	0.018%		0.0147726%
City	San Marino	Los Angeles	0.009%		0.0073791%
City	Santa Clarita	Los Angeles	0.022%		0.0178167%
City	Santa Fe Springs	Los Angeles	0.031%		0.0257531%
City	Santa Monica	Los Angeles	0.158%		0.1298513%
City	Sierra Madre	Los Angeles	0.006%		0.0048646%
City	Signal Hill	Los Angeles	0.010%		0.0084884%
City	South El Monte	Los Angeles	0.005%		0.0039603%
City	South Gate	Los Angeles	0.020%		0.0166272%
City	South Pasadena	Los Angeles	0.012%		0.0095334%
City	Temple City	Los Angeles	0.005%		0.0039498%
City	Torrance	Los Angeles	0.112%		0.0919820%
City	Walnut	Los Angeles	0.006%		0.0047305%
City	West Covina	Los Angeles	0.049%		0.0404521%
City	West Hollywood	Los Angeles	0.013%		0.0108517%



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City	Whittier	Los Angeles	0.032%		0.0260581%
County	<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%



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City	Truckee	Nevada	0.003%		0.0023843%
County	Orange County	Orange	4.364%	5.339%	4.5363576%
City	Aliso Viejo	Orange	0.014%		0.0113841%
City	Anaheim	Orange	0.554%	0.678%	0.5759282%
City	Brea	Orange	0.086%		0.0708897%
City	Buena Park	Orange	0.087%		0.0714352%
City	Costa Mesa	Orange	0.124%	0.152%	0.1288366%
City	Cypress	Orange	0.033%		0.0271937%
City	Dana Point	Orange	0.001%		0.0005560%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%
City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%



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City	Yorba Linda	Orange	0.044%		0.0362223%
County	Placer County	Placer	1.045%	1.278%	1.0861002%
City	Auburn	Placer	0.017%		0.0141114%
City	Lincoln	Placer	0.031%		0.0255599%
City	Rocklin	Placer	0.076%		0.0625485%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Roseville	Placer	0.196%		0.1616559%
County	Plumas County	Plumas	0.205%	0.251%	0.2128729%
County	Riverside County	Riverside	4.534%	5.547%	4.7128296%
City	Banning	Riverside	0.017%		0.0143848%
City	Beaumont	Riverside	0.021%		0.0171135%
City	Blythe	Riverside	0.012%		0.0096714%
City	Canyon Lake	Riverside	0.000%		0.0001761%
City	Cathedral City	Riverside	0.067%		0.0553614%
City	Coachella	Riverside	0.021%		0.0173054%
City	Corona	Riverside	0.147%		0.1207083%
City	Desert Hot Springs	Riverside	0.024%		0.0200433%
City	Eastvale	Riverside	0.000%		0.0002747%
City	Hemet	Riverside	0.051%		0.0421792%
City	Indio	Riverside	0.056%		0.0457794%
City	Jurupa Valley	Riverside	0.001%		0.0008991%
City	Lake Elsinore	Riverside	0.021%		0.0172949%
City	La Quinta	Riverside	0.063%		0.0516732%
City	Menifee	Riverside	0.032%		0.0260909%
City	Moreno Valley	Riverside	0.137%		0.1130348%
City	Murrieta	Riverside	0.048%	0.059%	0.0497423%
City	Norco	Riverside	0.016%		0.0134542%
City	Palm Desert	Riverside	0.083%		0.0682465%
City	Palm Springs	Riverside	0.076%		0.0629862%
City	Perris	Riverside	0.009%		0.0076774%
City	Rancho Mirage	Riverside	0.052%		0.0431098%
City	Riverside	Riverside	0.268%		0.2206279%
City	San Jacinto	Riverside	0.010%		0.0085936%
City	Temecula	Riverside	0.022%		0.0180086%
City	Wildomar	Riverside	0.008%		0.0062500%



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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



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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%



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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%



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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.

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5. State and Subdivision Reporting

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

6. Miscellaneous

- a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Zydus Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.
- b) Except as provided in the Zydus Settlement Agreement, this CA Zydus Allocation Agreement is not enforceable by any party other than the State and the CA Participating



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

Signature: _____

Name: _____

Title: _____

Date: _____



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



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			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%



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City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<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%



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City	Calexico	Imperial	0.019%		0.0152799%
City	El Centro	Imperial	0.158%		0.1302522%
City	Imperial	Imperial	0.006%		0.0048791%
County	<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%



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City	Beverly Hills	Los Angeles	0.065%		0.0534897%
City	Burbank	Los Angeles	0.100%		0.0823132%
City	Calabasas	Los Angeles	0.006%		0.0048948%
City	Carson	Los Angeles	0.019%		0.0159805%
City	Cerritos	Los Angeles	0.005%		0.0039682%
City	Claremont	Los Angeles	0.010%		0.0082584%
City	Commerce	Los Angeles	0.000%		0.0002971%
City	Compton	Los Angeles	0.044%		0.0361882%
City	Covina	Los Angeles	0.028%		0.0229127%
City	Cudahy	Los Angeles	0.001%		0.0006020%
City	Culver City	Los Angeles	0.055%		0.0449894%
City	Diamond Bar	Los Angeles	0.001%		0.0006993%
City	Downey	Los Angeles	0.052%		0.0429994%
City	Duarte	Los Angeles	0.003%		0.0027261%
City	El Monte	Los Angeles	0.031%	0.038%	0.0318985%
City	El Segundo	Los Angeles	0.033%		0.0268020%
City	Gardena	Los Angeles	0.034%		0.0278088%
City	Glendale	Los Angeles	0.166%		0.1366586%
City	Glendora	Los Angeles	0.016%		0.0134411%
City	Hawaiian Gardens	Los Angeles	0.005%		0.0040549%
City	Hawthorne	Los Angeles	0.050%		0.0407833%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		0.0145307%
City	Huntington Park	Los Angeles	0.023%		0.0190667%
City	Inglewood	Los Angeles	0.059%		0.0489195%
City	La Canada Flintridge	Los Angeles	0.003%		0.0025565%
City	Lakewood	Los Angeles	0.005%		0.0039971%
City	La Mirada	Los Angeles	0.010%		0.0081572%
City	Lancaster	Los Angeles	0.045%		0.0369689%
City	La Puente	Los Angeles	0.002%		0.0012999%
City	La Verne	Los Angeles	0.024%		0.0194190%
City	Lawndale	Los Angeles	0.002%		0.0017731%
City	Lomita	Los Angeles	0.004%		0.0031940%
City	Long Beach	Los Angeles	0.439%		0.3614151%
City	Los Angeles	Los Angeles	2.715%	3.321%	2.8218811 %



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City	Lynwood	Los Angeles	0.016%		0.0134345%
City	Malibu	Los Angeles	0.002%		0.0019269%
City	Manhattan Beach	Los Angeles	0.032%		0.0260686%
City	Maywood	Los Angeles	0.004%		0.0035528%
City	Monrovia	Los Angeles	0.031%		0.0254455%
City	Montebello	Los Angeles	0.030%		0.0250670%
City	Monterey Park	Los Angeles	0.031%		0.0256677%
City	Norwalk	Los Angeles	0.031%		0.0258228%
City	Palmdale	Los Angeles	0.046%		0.0375827%
City	Palos Verdes Estates	Los Angeles	0.006%		0.0053102%
City	Paramount	Los Angeles	0.011%		0.0091483%
City	Pasadena	Los Angeles	0.146%		0.1200524%
City	Pico Rivera	Los Angeles	0.022%		0.0183333%
City	Pomona	Los Angeles	0.111%		0.0911933%
City	Rancho Palos Verdes	Los Angeles	0.002%		0.0012645%
City	Redondo Beach	Los Angeles	0.062%		0.0506992%
City	Rosemead	Los Angeles	0.003%		0.0028260%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	San Dimas	Los Angeles	0.003%		0.0022016%
City	San Fernando	Los Angeles	0.013%		0.0104837%
City	San Gabriel	Los Angeles	0.018%		0.0147726%
City	San Marino	Los Angeles	0.009%		0.0073791%
City	Santa Clarita	Los Angeles	0.022%		0.0178167%
City	Santa Fe Springs	Los Angeles	0.031%		0.0257531%
City	Santa Monica	Los Angeles	0.158%		0.1298513%
City	Sierra Madre	Los Angeles	0.006%		0.0048646%
City	Signal Hill	Los Angeles	0.010%		0.0084884%
City	South El Monte	Los Angeles	0.005%		0.0039603%
City	South Gate	Los Angeles	0.020%		0.0166272%
City	South Pasadena	Los Angeles	0.012%		0.0095334%
City	Temple City	Los Angeles	0.005%		0.0039498%
City	Torrance	Los Angeles	0.112%		0.0919820%
City	Walnut	Los Angeles	0.006%		0.0047305%
City	West Covina	Los Angeles	0.049%		0.0404521%
City	West Hollywood	Los Angeles	0.013%		0.0108517%



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City	Whittier	Los Angeles	0.032%		0.0260581%
County	<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%



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City	Truckee	Nevada	0.003%		0.0023843%
County	Orange County	Orange	4.364%	5.339%	4.5363576%
City	Aliso Viejo	Orange	0.014%		0.0113841%
City	Anaheim	Orange	0.554%	0.678%	0.5759282%
City	Brea	Orange	0.086%		0.0708897%
City	Buena Park	Orange	0.087%		0.0714352%
City	Costa Mesa	Orange	0.124%	0.152%	0.1288366%
City	Cypress	Orange	0.033%		0.0271937%
City	Dana Point	Orange	0.001%		0.0005560%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%
City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%



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City	Yorba Linda	Orange	0.044%		0.0362223%
County	Placer County	Placer	1.045%	1.278%	1.0861002%
City	Auburn	Placer	0.017%		0.0141114%
City	Lincoln	Placer	0.031%		0.0255599%
City	Rocklin	Placer	0.076%		0.0625485%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Roseville	Placer	0.196%		0.1616559%
County	Plumas County	Plumas	0.205%	0.251%	0.2128729%
County	Riverside County	Riverside	4.534%	5.547%	4.7128296%
City	Banning	Riverside	0.017%		0.0143848%
City	Beaumont	Riverside	0.021%		0.0171135%
City	Blythe	Riverside	0.012%		0.0096714%
City	Canyon Lake	Riverside	0.000%		0.0001761%
City	Cathedral City	Riverside	0.067%		0.0553614%
City	Coachella	Riverside	0.021%		0.0173054%
City	Corona	Riverside	0.147%		0.1207083%
City	Desert Hot Springs	Riverside	0.024%		0.0200433%
City	Eastvale	Riverside	0.000%		0.0002747%
City	Hemet	Riverside	0.051%		0.0421792%
City	Indio	Riverside	0.056%		0.0457794%
City	Jurupa Valley	Riverside	0.001%		0.0008991%
City	Lake Elsinore	Riverside	0.021%		0.0172949%
City	La Quinta	Riverside	0.063%		0.0516732%
City	Menifee	Riverside	0.032%		0.0260909%
City	Moreno Valley	Riverside	0.137%		0.1130348%
City	Murrieta	Riverside	0.048%	0.059%	0.0497423%
City	Norco	Riverside	0.016%		0.0134542%
City	Palm Desert	Riverside	0.083%		0.0682465%
City	Palm Springs	Riverside	0.076%		0.0629862%
City	Perris	Riverside	0.009%		0.0076774%
City	Rancho Mirage	Riverside	0.052%		0.0431098%
City	Riverside	Riverside	0.268%		0.2206279%
City	San Jacinto	Riverside	0.010%		0.0085936%
City	Temecula	Riverside	0.022%		0.0180086%
City	Wildomar	Riverside	0.008%		0.0062500%



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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



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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%



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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%



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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]





City of Sierra Madre AGENDA REPORT

Robert Parkhurst, Mayor
Kristine Lowe, Mayor Pro Tem
Edward Garcia, Council Member
Gene Goss, Council Member
Kelly Kriebs, Council Member

Sue Spears, City Treasurer

TO: Honorable Mayor and Members of the City Council

FROM: Arnulfo Yanez, Director of Public Works

REVIEWED BY: Michael Bruckner, City Manager

DATE: September 23, 2025

**SUBJECT: PARTICIPATION IN SCE'S LS-1 OPTION E STREETLIGHT
CONVERSION PROGRAM**

STAFF RECOMMENDATION

It is recommended that the City Council approve participation in Southern California Edison's (SCE) LS-1 Option E Streetlight Conversion Program, authorize the City Manager to execute the agreement, and select a preferred color temperature for installation (2,700K or 3,000K).

ALTERNATIVES

A. Approve participation in LS-1 Option E (Staff Recommendation)

- Immediate energy and cost savings; no upfront capital outlay
- Modern light-emitting diode (LED) technology with available warmer color temperatures
- Lower electricity use contributes to statewide greenhouse gas reduction efforts
- SCE maintains ownership, operation, and replacement responsibility at no additional cost to the City
- Participation commits the City to a 20-year recovery period as part of the LS-1 tariff; early exit may result in financial penalties

B. Decline participation

- Avoids committing to a 20-year agreement
- City retains higher-cost, less efficient high-pressure sodium fixtures, missing out on energy savings and lighting improvements.

EXECUTIVE SUMMARY

Since 2016, SCE has offered the LS-1 Option E program which is a turnkey program for local governments to replace aging High Pressure Sodium (HPSV) “cobra head” streetlights with new, more efficient LED streetlights. Under the program, SCE facilitates and manages the replacements of these lights at no-cost to the City. SCE absorbs the conversion costs using an incentive program offered by the California Public Utilities Commission (CPUC). The deadline to participate in this program is October 1, 2025.

ANALYSIS

Sierra Madre currently has about 385 eligible streetlights under the LS-1 program for replacement. LS-1 is SCE’s official utility rate schedule for streetlights, known as “Lighting – Street and Highway 1.” Under LS-1, SCE owns, operates, and maintains the streetlight fixtures, and the City pays a monthly fee for each fixture that covers electricity, maintenance, and future replacement.

The LS-1 Option E program provides a mechanism for cities to upgrade their SCE-owned streetlights from old high-pressure sodium lamps to modern, energy-efficient LED fixtures. SCE pays all upfront costs for new lights and installation, and the City pays back the cost gradually over 20 years through a small surcharge included in its existing LS-1 monthly bill; however, because the LED lights are more efficient, the cost of surcharge is absorbed through lower electricity consumption which actually results in net savings in electrical costs to the City. Maintenance and future replacements remain the responsibility of SCE, so the City has no additional ongoing upkeep cost.

The new LED fixtures will provide superior optics compared to the older generation HPSV lights, are dark sky compliant, and more effectively place light on the street surface with less light intrusion to residents. The lights also improve visual acuity, allowing drivers, pedestrians, and cyclists to see more clearly with more detail during the evening hours, providing a safer night environment for Sierra Madre residents. SCE can utilize a standard wattage ratio to match existing lights or the wattage can be adjusted. The City’s current street light temperature is 2,300 kelvin which is not available in LED but the City Council can adjust to 2,700 kelvin which is the closest option for a more yellow, warm lighting or 3,000 kelvin for a slightly whiter, cooler lighting.

In addition, SCE continues to own and take care of these lights. That means SCE and

not the City, handles installation, keeps the lights maintained, and replaces them when needed, all at no added cost. This saves Sierra Madre time and money, while giving everyone safer, modern lighting that's used in other cities nearby too. Cities near Sierra Madre including Arcadia, Monrovia, Duarte, and Pasadena have already upgraded their streetlights through similar programs, showing that this is a reliable, well-tested solution that brings benefits to communities throughout the region.

ENVIRONMENTAL(CEQA)

The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b) (3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.

STRATEGIC PLAN CORRELATION

The LS-1 Option E Streetlight Conversion Program advances the City's Strategic Plan under several specific points:

- **Goal:** Organizational Sustainability
- **Objective:** Fiscal Stability
- **Initiative:** Long-Range Planning (Initiative 1.2.1 – Capital Improvement Program and reserve policy integration, Initiative 1.2.2 – Long-term financial planning and forecasting)
- **Project:** Five-year forecast and capital project-affordability updates (Project 1.2.2A), led by Administrative Services–Finance, Public Works, and City Manager's Office.

This agenda item also strongly supports Infrastructure Growth Management goals, specifically:

- **Objective:** Strategically Align Infrastructure Improvements with Population Growth
- **Initiative:** Enhance and sustain street maintenance and improvement (Initiative 3.1.5 – Enhance and sustain street maintenance to improve Pavement Condition Index; Project 3.1.5A – Annual Street Rehabilitation Program overlays/slurry, utility coordination).

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies of this report can be accessed on the City's website at www.sierramadrecalifornia.gov.

FISCAL IMPACT

Participation in Southern California Edison's LS-1 Option E Streetlight Conversion Program will not require any upfront capital expenditure by the City. All costs for new LED fixtures and installation are advanced by SCE and repaid over a period of 20 years through a small surcharge within the City's existing monthly LS-1 streetlight billing. As the new LEDs consume much less electricity than the older models, the City should expect to see immediate net savings reflected in lower monthly charges. These savings are projected to increase further once the 20-year recovery period ends and the surcharge is removed. All maintenance and future fixture replacement costs are the responsibility of SCE and remain embedded in the LS-1 tariff, resulting in no additional maintenance burden for the City.

ATTACHMENTS:

1. LS-1 Option E Primer (SCE, July 9, 2024)
2. LS-1 Option E Rate Agreement

LS-1 Option E

Background

- LS-1 Option E encourages local governments and street lighting customers to authorize SCE to replace aging utility owned street lights with new LED fixtures.
- There is no up-front cost customers and SCE manages the project from start to finish. Current wait time is approximately seven months prior to commencing installation.
- Fixture replacements are conducted quickly and safely, with virtually no disruption to local residents. There are no required outages and crews can work curbside safely. In fact, most people don't even know SCE has replaced fixtures on their block until they notice the new street lighting. There are currently more than 340,000 streetlights that have been replaced under this program throughout SCE's service territory.
- The new LED street lights utilize less energy and contribute significantly to the reduction of your community's carbon footprint in addition to lowering cost and energy consumption.

Technology

- SCE utilizes GE Evolve Roadway Fixtures as the LED replacement technology. The fixtures are reliable, dark sky compliant, and robust in a variety of weather conditions. These lights provide vastly improved "visual acuity", leading to increased night-time visibility and a safer environment for motorists, cyclists, and pedestrians during evening hours.
- The process of implementation is initiated once SCE receives the signed LS-1 Option E authorization and the jurisdiction confirms streetlight preferences (i.e. Warmer 3,000k or a mix of 3000k temperature in residential areas and 4,000k temperatures on main streets and arterials, or in certain circumstances, the warmest 2,700k). Once color preference has been confirmed, SCE will order material and begin installation within about seven months.
- Life expectancy for the new technology is expected to be between 12-20 years. The streetlights will be replaced as needed by SCE as part of its routine streetlight maintenance program in the future.

Cost Recovery

- LS-1 Option E includes a recovery mechanism embedded within the tariff, which recovers the cost of the initial installation and materials over 20 years. Customers see an immediate reduction in street lighting costs after implementation on their energy bill and that savings grows after the initial 20 years. There is no up-front cost required and no interest associated with the recovery mechanism. SCE is happy to provide a savings outlook specific to your community.
- Savings are applied as soon as replacement efforts are completed. SCE credits an account from the date of completion, so that regardless of any billing implementation delays, the jurisdiction will still benefit.

For additional information or to set up a presentation, please contact SCE's Streetlight Projects Manager, John King at john.king@sce.com.



Southern California Edison
Rosemead, California (U 338-E)

Original
Cancelling

Cal. PUC Sheet No. 57074-E
Cal. PUC Sheet No.

Sheet 1

SCHEDULE LS-1 OPTION E,
ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED) FIXTURE REPLACEMENT
RATE AGREEMENT

Form 14-965

(To be inserted by utility)

Advice 3241-E
Decision 14-10-046

Issued by

R.O. Nichols
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Jun 30, 2015
Effective Jun 1, 2016
Resolution _____

SOUTHERN CALIFORNIA EDISON COMPANY
SCHEDULE LS-1 OPTION E, ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED)
FIXTURE REPLACEMENT RATE AGREEMENT

This Schedule LS-1 Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement Rate Agreement (Agreement), effective this _____ day of _____,

_____ (Effective Date), is entered into between Southern California Edison Company (SCE) and _____, an SCE customer taking service on Schedule LS-1 (Applicant), referred to collectively as "Parties," and individually as "Party." This Agreement provides for SCE, at Applicant's request, to replace the existing street lighting fixtures serving Applicant's premises with Light Emitting Diode (LED) street lighting fixtures to achieve energy efficiency benefits for Applicant, as set forth in Special Condition 14, Option E, Energy Efficiency-Light Emitting Diode (LED) Fixture Replacement, of Schedule LS-1.

The Parties agree as follows:

1. LED FIXTURES

SCE shall install, own, operate, and maintain LED Fixtures for Applicant as set forth in Exhibit "A" attached hereto and incorporated herein by this reference. The LED Fixtures provided hereunder shall at all times remain the property of SCE.

2. LED FIXTURE REPLACEMENT COSTS

- 2.1 The replacement costs of the LED Fixtures provided hereunder shall be borne by Applicant.
- 2.2 Applicant shall pay the charge for the LED Fixtures Replacement rate, which includes an Energy Efficiency Premium Charge (EEPC) and a Base LED Charge, under Option E of Schedule LS-1. Applicant elects Option E in lieu of an upfront, one-time payment of the replacement costs.
- 2.3 SCE does not guarantee that any energy or bill savings will accrue to Applicant as a result of the LED Fixture replacements.

3. COMMENCEMENT OF SERVICE

The Parties agree that SCE has the right to charge Applicant, and Applicant has an obligation to pay SCE, for the charges set forth in Schedule LS-1, Option E, commencing on the date SCE begins serving the LED Fixtures installed pursuant to this Agreement.

4. TERM AND TERMINATION

- 4.1 This Agreement shall be effective as of the Effective Date and shall continue for a term of twenty (20) years from the commencement of service as specified in Section 3 above (Term).
- 4.2 Applicant may terminate this Agreement at any time during the Term upon a thirty (30) - day advance written notice, provided that Applicant, prior to or within the 30-day advance notice period, assigns the Agreement to any New Party In (NPI) that owns, rents or leases the premises served by the street lighting fixtures replaced under this Agreement and will take service under Option E of Schedule LS-1 effective as of the date of termination; *otherwise*, Applicant shall pay a one-time termination charge equal to the present value of the balance of the EEPC of Option E over the remaining Term. The present value is determined based on SCE's authorized rate of return on rate base, or discounted rate of 7.90%.

**SOUTHERN CALIFORNIA EDISON COMPANY
SCHEDULE LS-1 OPTION E, ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED)
FIXTURE REPLACEMENT RATE AGREEMENT**

5. AMENDMENTS; ASSIGNMENTS

- 5.1 Any changes or amendments to this Agreement must be in writing and must be executed by the Applicant and SCE and, if required, be approved by the California Public Utilities Commission (Commission).
- 5.2 Applicant shall not assign this Agreement without the prior written consent of SCE; provided, however, that Applicant may assign the Agreement pursuant to the terms and conditions of Section 4.2 above, and the NPI must assume all rights and obligations under this Agreement for the remaining Term. Any assignment and assumption shall be in a form acceptable to SCE.

6. NOTICE

Any notice either Applicant or SCE may wish to provide the other regarding this Agreement must be in writing. Such notice must be either hand-delivered or sent by U.S. certified or registered mail, postage prepaid, to the person designated to receive notice for the other Party below, or to such other address as either may designate by written notice. Notices delivered by hand shall be deemed effective when delivered. Notices delivered by mail shall be deemed effective when received, as acknowledged by the receipt of the certified or registered mailing.

Applicant:

SCE:

(Name)

(Title)

(Address)

(City, State, Zip)

Business Customer Division

Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, CA 91770

7. NONWAIVER

The failure of either Party to enforce any of the terms and conditions or to exercise any right or privilege in this Agreement shall not be construed as a waiver of any such term and conditions or rights or privileges, and the same shall continue and remain enforce and effect as if no such failure to enforce or exercise had occurred.

8. SEVERABILITY

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by the Commission, or any court of competent jurisdiction, the validity and enforceability of the remaining provisions or any portion thereof shall not be affected.

9. APPLICABLE LAWS, RULES, AND REGULATIONS

This Agreement shall be subject to, and interpreted under the laws, rules, decisions and regulations of the State of California, without regard to its conflict of laws principles, the Commission, and SCE's Commission-approved tariffs.

**SOUTHERN CALIFORNIA EDISON COMPANY
SCHEDULE LS-1 OPTION E, ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED)
FIXTURE REPLACEMENT RATE AGREEMENT**

10. CALIFORNIA PUBLIC UTILITIES COMMISSION JURISDICTION

- 10.1 This is a filed form tariff agreement authorized by the Commission for use by SCE. No officer, inspector, solicitor, agent or employee of SCE has any authority to waive, alter, or amend any part of this Agreement except as provided herein or authorized by the Commission. This Agreement is to be used in conjunction with Schedule LS-1 and supplements the terms and conditions of the Applicant's electric service under Schedule LS-1.
- 10.2 This Agreement shall at all times be subject to such changes or modifications by the Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.
- 10.3 Notwithstanding any other provisions of this Agreement, SCE has the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, or rule or any agreement relating thereto.

11. ENTIRE AGREEMENT

This Agreement, including SCE's Commission-approved tariffs, constitutes the complete agreement and understanding between the Applicant and SCE regarding the LED Fixtures replacement costs. Prior agreements, representations, understandings, whether expressed or implied, and communications, oral or written, between the Applicant and SCE shall not be construed to be a part of this Agreement.

12. AUTHORIZATION SIGNATURE

In witness whereof, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives.

APPLICANT

BY: _____

NAME: _____

TITLE: _____

DATE SIGNED: _____

SOUTHERN CALIFORNIA EDISON COMPANY

BY: _____

NAME: _____

TITLE: _____

DATE SIGNED: _____

**SOUTHERN CALIFORNIA EDISON COMPANY
EXHIBIT "A"
SCHEDULE LS-1 OPTION E,
ENERGY EFFICIENCY-LIGHT EMITTING DIODE (LED) FIXTURE REPLACEMENT**

APPLICANT

CUSTOMER ACCOUNT NO.

SERVICE ACCOUNT NO.

(Additional account numbers/addresses may be attached hereto.)

SERVICE ADDRESS

APPLICANT REQUESTED READY TO SERVE DATE

ASAP _____

SCE READY TO SERVE DATE _____

DESCRIPTION OF **LED** FIXTURES/SCOPE OF WORK: SPECIFY HOW MANY STREET LIGHTING
FIXTURE REPLACEMENTS ARE BEING REQUESTED AND AGREED TO UNDER THIS
AGREEMENT AND OTHER RELEVANT DETAILS.

W.O. No(s): _____



City of Sierra Madre AGENDA REPORT

Robert Parkhurst, Mayor
Kristine Lowe, Mayor Pro Tem
Edward Garcia, Council Member
Gene Goss, Council Member
Kelly Kriebs, Council Member

Sue Spears, City Treasurer

TO: Honorable Mayor Parkhurst and Members of the City Council

FROM: Arnulfo Yanez, Public Works Director
Gustavo Barrientos, Police Chief

REVIEWED BY: Michael Bruckner, City Manager

DATE: September 23, 2025

**SUBJECT: REPORT, DISCUSSION, AND DIRECTION ON SCHOOL
PEDESTRIAN SAFETY ENHANCEMENTS**

STAFF RECOMMENDATION

It is recommended that the City Council review this report, including associated cost estimates, and provide direction on potential next steps to improve traffic and pedestrian safety near Sierra Madre Elementary and Sierra Madre Middle Schools, particularly at the intersection of Highland Avenue and Auburn Avenue, and Highland Avenue and Canon Avenue.

ALTERNATIVES

The City Council may:

1. Continue this discussion at a future meeting; and/or
2. Take action; provide direction to staff on full or phased implementation of recommended measures;
3. Direct staff to explore a formal agreement with Pasadena Unified School District (PUSD) regarding crossing guard services;
4. Direct staff to maintain the current level of enforcement and signage;
5. 5. Provide alternate direction to staff concerning traffic safety alternatives.

EXECUTIVE SUMMARY

At the September 9, 2025, City Council meeting, the City Council directed the City Manager to conduct outreach to PUSD regarding a potential cost share agreement for crossing guard services and to return to the City Council with an update on those efforts, as well as providing cost estimates to improve pedestrian safety through signage, related infrastructure improvements, and directed enforcement.

The City continues to receive concerns from parents and community members regarding traffic congestion, speeding, and failure to yield near Sierra Madre Elementary and Middle Schools. Concerns center on pedestrian safety during drop-off and pick-up, particularly at Highland Avenue and Auburn Avenue, and Highland Avenue and Canon Avenue.

While staff observations confirm that congestion is largely generated by parent driving behavior, enhancements to visibility, enforcement, and potential deployment of crossing guards remain potential policy options. This report provides cost estimates for proposed infrastructure, equipment, and service enhancements.

ANALYSIS

Repainting Crosswalks

Community members have noted that faded crosswalks reduce visibility for both drivers and pedestrians. Public Works estimates repainting costs at approximately \$900 per location. Five crosswalks near the school are recommended for repainting at a total of \$4,500 plus an estimated \$650 for Marking Paint Low Colorized Rubber Coat.

Caution: School Zone Signage

Parents and staff have requested improved school zone visibility. Installation of four caution signs on Highland Avenue (east and west approaches) is recommended at a cost of \$175 per sign, totaling \$700. These would supplement existing stop signs and enhance driver awareness.

LED Stop Sign Replacements

To increase visibility and encourage compliance at critical intersections, staff recommends replacing existing stop signs with five LED-enhanced stop signs. The estimated cost is \$850 each, for a total of \$5,250.

In-Roadway Pedestrian Signs

To further address compliance with pedestrian right-of-way laws, staff recommends the installation of three in-roadway “Stop for Pedestrians” signs bolted into the roadway at key intersections. The estimated cost is \$315 per sign, or \$945 total.

Police Motorcycle

Traffic enforcement near the school remains a community priority. A dedicated police motorcycle would provide SMPD greater flexibility and visibility for targeted enforcement. The estimated cost for acquisition is approximately \$45,000.

Crossing Guards

Crossing guards remain the most frequently requested measure by parents and community members. Staff recommends two crossing guards be stationed at Sierra Madre Elementary (Highland/Auburn and Highland/Hermosa) and one at Sierra Madre Middle School (Canon/Highland). Based on three hours of coverage daily during school start and dismissal, the estimated cost per crossing guard is \$18,000 annually. With three guards, the total annual cost would be \$54,000. This program would require either an agreement with PUSD or the creation of a new City budget allocation, as no crossing guard classification currently exists within the City.

Collaboration with PUSD

The City Manager has contacted Pasadena Unified School District to discuss crossing guard responsibilities. PUSD has since responded, and requested cost estimates in advance, and has agreed to meet with the City to review this matter. Continued partnership discussions are recommended to address implementation options.

ENVIRONMENTAL(CEQA)

The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.

STRATEGIC PLAN CORRELATION

This item aligns with the City's Strategic Goal of Community Safety, ensuring safe pedestrian access to schools and reducing neighborhood traffic concerns.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies of this report can be accessed on the City's website at sierramadreca.gov

FISCAL IMPACT

The fiscal impact of the recommended school safety measures consists of both one-time and ongoing operational costs. The costs for repainting crosswalks (\$5,150), school zone signage (\$700), and in-roadway pedestrian signs (\$945), a combined total of \$6,795,

would be absorbed as one-time expenditures within the FY 2025/2026 Public Works budget.

Acquisition of a new police motorcycle at a cost of \$45,000 will also support directed enforcement efforts in school zones. Funding for the motorcycle can be acquired through a combination of Police Asset Forfeiture Funds and Police Donation Funds.

The crossing guard program is estimated at \$54,000 annually for three guards. It is recommended that the City seek a cost sharing agreement or Memorandum of Understanding (MOU) with Pasadena Unified School District (PUSD).

ATTACHMENTS:

None.



City of Sierra Madre **AGENDA REPORT**

Robert Parkhurst, Mayor
Kristine Lowe, Mayor Pro Tem
Edward Garcia, Council Member
Gene Goss, Council Member
Kelly Kriebs, Council Member

Sue Spears, City Treasurer

TO: Honorable Mayor and Members of the City Council

FROM: Gustavo Barrientos, Police Chief
Grant Cadzow, Police Sergeant

REVIEWED BY: Michael Bruckner, City Manager

DATE: September 23, 2025

**SUBJECT: REPORT, DISCUSSION, AND DIRECTION REGARDING
THE DOWNTOWN PARKING ENFORCEMENT PILOT
PROGRAM**

STAFF RECOMMENDATION

It is recommended that the City Council review this report and provide direction on potential next steps regarding the Municipal Parking Services (MPS) Pilot Program, including consideration of pausing the pilot program to conduct a Downtown Parking Study to ensure strategies align with community needs and long-term priorities.

ALTERNATIVES

City Council may:

1. Provide staff with direction on further steps concerning the Automated Downtown Parking Enforcement Pilot Program.
2. Continue this discussion at a future meeting, and/or
3. Take no action

EXECUTIVE SUMMARY

At the May 27, 2025, City Council meeting, staff presented a proposal to launch a one-year pilot program with MPS utilizing the SafetyStick technology. This pilot was designed to address one of the most frequent complaints received from downtown businesses and residents: violations of the City's 20-minute and 2-hour parking ordinances.

Since that meeting, the Sierra Madre Police Department has conducted community, business, and neighborhood surveys, distributed over 2,600 mailers with QR codes, promoted outreach through social media and local newspapers, and engaged directly with businesses via foot beat patrols. The findings indicate that while many recognize the importance of stronger enforcement and turnover, there are mixed levels of support for automated enforcement. Concerns center on fairness of fines, aesthetics, ADA accessibility, and vendor reputation.

The City requested that Municipal Parking Services (MPS) provide a five-year projection on the effectiveness of the new solar-powered parking meters. These figures are based on estimates, as the meters have only been in operation since 2022. At this time, no agency has operated the solar-powered meter model for a full five-year period. As a result, actual long-term performance data does not yet exist, and only two-years of usage data are available. The remaining projections are therefore based on estimated figures rather than proven outcomes.

Because of this, the five-year projections are intended to be illustrative only. They are not supported by historical data and therefore have limited value in predicting actual future outcomes. The consensus is that the second year of actual data provides the most realistic baseline, and that figure was carried forward as a consistent estimate for subsequent years. It is important to note that while these numbers provide a framework for planning, they should not be relied upon as long-term indicators of effectiveness. Actual performance may vary as more historical data becomes available.

Municipal Parking Services provided the City with projected revenue estimates for the implementation of 145 SafetyStick devices. Over a five-year period, the program is expected to generate approximately \$1.88 million in total revenue. Annual gross profit estimates range from \$180,677 to \$361,355, depending on citation frequency and collection rates. After accounting for costs such as mailer notices, the City's share of net revenue remains substantial, averaging over \$289,000 annually in later years. These estimates demonstrate a sustainable revenue stream that supports both the program's operational expenses and the City's broader public safety initiatives.

Given these findings, the City may consider placing a pause ongoing implementation of the MPS pilot and pursue a Downtown Parking Study to provide unbiased data, ensure transparency, and develop long-term solutions.

ANALYSIS

Pilot Program Overview

The proposed one-year pilot program could include up to approximately 200 Safety Stick poles in 20-minute and 2-hour spaces.

1. **Technology:** Solar-powered, camera-enabled devices that automatically monitor vehicles, detect overstays, and record license plate data for citation review.
2. **Vendor Model:** MPS provides devices, installation, maintenance, and violation management at no cost to the City under a revenue-sharing agreement.
3. **Implementation Timeline:** MPS indicated installation could be completed in 2–3 weeks, with flyers mailed to residents one week prior to activation. A grace period of warnings only could be included during the first month.

Community Feedback Findings

- 1. Community Survey:** The community survey generated 365 responses, with 86 percent coming from Sierra Madre residents. Overall, 71 percent of respondents identified parking as a problem. About 41 percent expressed concerns with parking downtown, while 39 percent did not share those concerns, leaving the remainder neutral. Respondents described common issues such as overstaying posted time limits, double parking, and vehicles blocking crosswalks or curbs. Many residents also observed that peak demand occurs midday, between 11 a.m. and 3 p.m. When asked about preferences, most residents supported maintaining the two-hour parking limit, while also expressing interest in amending short-term parking from 20 minutes to 30 minutes to provide more flexibility.
- 2. Business Survey:** The business survey received 11 responses. While the sample size was modest, the feedback provides valuable insight into how parking affects downtown commerce. A majority of businesses, 55 percent, reported experiencing parking challenges on a daily or weekly basis, while 45 percent did not identify any concerns. Business owners highlighted that customer turnover is hindered by a lack of consistent enforcement. While some respondents supported exploring automated enforcement options, others favored improvements to signage and a stronger presence of officer patrols.
- 3. Neighborhood Watch Feedback:** Neighborhood Watch participants raised concerns related to residential parking enforcement, the fairness of citations, and the consistency of applying parking rules. They recommended that any new strategies be preceded by a community education campaign to help residents and business owners understand the changes to increase community trust.
- 4. Social Media & Outreach:** A broad outreach campaign was conducted to ensure community awareness and input. On social media, Instagram posts reached approximately 6,384 community members and 616 business viewers, while Facebook reached about 647 residents but saw little engagement from businesses. Traditional media coverage was secured through the *Mountain View News* and *Village View*. Officers also hand-delivered flyers directly to downtown businesses, and approximately 2,600 informational mailers were sent to residents. To promote education and dialogue, four meetings were held—two focused on businesses and two on the broader community parking pilot program. These efforts were strengthened through collaboration with the Chamber of Commerce, Neighborhood Watch, and local businesses.

Considerations

- **Benefits:** Improved turnover, consistent enforcement, real-time analytics, equity, and potential revenue generation.
- **Concerns:** Community division, vendor reputation, fairness of fines, and the need for broader engagement. Additionally, every parking spot in the downtown will have a device installed, which will alter the aesthetic of the downtown. Should the pilot prove unsuccessful, the devices will need to be removed and the concrete in the downtown will need to be patched, repaired, or replaced.

Downtown Parking Study

A parking study is an analysis designed to assess current parking supply, demand, and patterns in a specific area, often for a city, development project, or business district. Its main function is to collect data about where, how, and when parking spaces are being used and to project future

parking needs based on factors like population growth, development plans, or business activity, including:

- Inventories existing parking spaces (public and private, on- and off-street) to establish a baseline.
- Analyzes parking utilization by counting how many vehicles are parked at specific times and in different areas, often tracking space occupancy, duration, and turnover.
- Assesses adequacy of parking supply compared to observed or projected demand. Identifies shortages, surpluses, and peak usage periods.
- Evaluates impacts of future developments, zoning, or policy changes on parking demand and supply.
- Recommends improvements for management strategies, such as pricing, time limits, signage, or facilities planning, to optimize parking availability and efficiency.

In summary, a Downtown Parking Study would the City and property owners understand whether parking resources are being used efficiently, if there is a real need for more or less parking, and how policies might affect parking behavior. The study's findings can guide decisions on development approvals, parking regulations, and investments in infrastructure or alternative transportation modes.

ENVIRONMENTAL (CEQA)

The proposed pilot program is categorically exempt under Section 15301 (Existing Facilities), as installation involves minor alterations to existing curbsides and does not pose significant environmental impacts.

STRATEGIC PLAN CORRELATION

This project aligns with the City of Sierra Madre Strategic Plan 2024–2029:

- Goal 2: Enhance Public Safety and Community Livability – Improves enforcement of parking regulations, supporting traffic safety and accessibility.
- Goal 3: Promote Economic Vitality – Supports local businesses by promoting customer turnover and access.
- Goal 5: Pursue Innovation and Operational Efficiency – Introduces smart technology and/or professional study recommendations to deliver effective services.

FISCAL IMPACT

According to MPS, the proposed pilot program would generate \$289,000 in net revenue per year to the City; however, these numbers are an estimate. MPS has agreed to waive minimum monthly charges for the duration of the pilot. Should the City Council proceed with the pilot program, it is recommended that a new fund be created and a portion of the proceeds be allocated to that fund for future improvements in the Downtown. Staff will return to the City Council with a policy to consider this approach. Should the City Council choose to pursue a Downtown Parking Study, the

City would solicit proposal from qualified firms. It is estimated that a study would cost \$30,000 - \$50,000. Downtown Assessment District Funds would be used for the study.

PUBLIC NOTICE

Over 2,600 flyers with QR code surveys were mailed to the community and also published in the Mountain View News and Village View. Additional flyers will be included in the upcoming City water bill to further extend outreach. The survey has been promoted across Instagram, Facebook, and the City and Police Department's social media channels, while Officers Garcia and Rodriguez supported engagement by distributing flyers during their downtown foot beats. Looking ahead, future outreach could be expanded through a study process that will include public meetings and further stakeholder engagement.

This item has been noticed through the regular agenda notification process. Copies of this report are available on the City's website at sierramadreca.gov.

ATTACHMENTS

1. MPS Estimate 5-year revenue
2. MPS References
3. VP Response on Data
4. MPS Case Study Parking

Sierra Madre, CA

Estimated Revenue – SafetySticks

0-3 Months

Number of Devices	145
1 Citation Per Day	4,350
Citations in 3 Months	13,050
Citation Rate	\$100
Expected Total Revenue	\$1,305,000
70% Collection Rate	\$913,500
City Revenue	\$456,750
Mailer Cost (3 Notices)	\$7.31
Total Cost to City	95,395
Gross Profit Per Year	\$361,355

3-6 Months

Number of Devices	145
1 Every 2 days	2,175
Citations in 3 Months	6,525
Citation Rate	\$100
Expected Total Revenue	\$652,500
70% Collection Rate	\$456,750
City Revenue	\$228,375
Mailer Cost (3 Notices)	\$7.31
Total Cost to City	47,697.75
Gross Profit Per Year	180,677.25

Total Estimated Revenue: \$542,032

Sierra Madre, CA

Estimated Revenue – SafetySticks

6-12 Months

Number of Devices	145
1 Citation every 4 days	1,088
Citations in 6 Months	6,528
Citation Rate	\$100
Expected Total Revenue	\$652,88
70% Collection Rate	\$546,960
City Revenue	\$228.480
Mailer Cost (3 Notices)	\$7.31
Total Cost to City	\$47,719.68
Gross Profit Per Year	\$180,760.32

2nd Year

Number of Devices	145
1 Citation every 5 days	870
Citations in 12 Months	10,440
Citation Rate	\$100
Expected Total Revenue	\$1,044,000
70% Collection Rate	\$730,88
City Revenue	\$365,400
Mailer Cost (3 Notices)	\$7.31
Total Cost to City	\$76,316.4
Gross Profit Per Year	\$289,084

Total Estimated Revenue: \$469,844.32

Sierra Madre, CA

Estimated Revenue – SafetySticks

3rd Year

Number of Devices	145
1 Citation every 5 days	870
Citations in 12 Months	10,440
Citation Rate	\$100
Expected Total Revenue	\$1,044,000
70% Collection Rate	\$730,88
City Revenue	\$365,400
Mailer Cost (3 Notices)	\$7.31
Total Cost to City	\$76,316.4
Gross Profit Per Year	\$289,084

4th Year

Number of Devices	145
1 Citation every 5 days	870
Citations in 12 Months	10,440
Citation Rate	\$100
Expected Total Revenue	\$1,044,000
70% Collection Rate	\$730,88
City Revenue	\$365,400
Mailer Cost (3 Notices)	\$7.31
Total Cost to City	\$76,316.4
Gross Profit Per Year	\$289,084

Total Estimated Revenue: \$578,168

Sierra Madre, CA

Estimated Revenue – SafetySticks

5th Year

Number of Devices	145
1 Citation every 5 days	870
Citations in 12 Months	10,440
Citation Rate	\$100
Expected Total Revenue	\$1,044,000
70% Collection Rate	\$730,88
City Revenue	\$365,400
Mailer Cost (3 Notices)	\$7.31
Total Cost to City	\$76,316.4
Gross Profit Per Year	\$289,084

Total Estimated Revenue: \$289,084

Overall Total Revenue in 5 Years: \$1,879,128.32

MUNICIPAL PARKING SERVICES – REFERENCES

- **City of Wilkes-Barre, PA** – Rob Sliker – Parking Enforcement Supervisor – rsliker@wilkes-barre.pa.us – (570) 208-4200
 - They went live July 2023, Rob is a very strong supporter.
 - <https://www.wnep.com/article/news/local/luzerne-county/safety-sticks-snag-parking-scofflaws-in-wilkes-barre-enforcement-violations-tickets/523-efd2a4b9-46a0-4da4-9901-b73ecd634d46>
- **City of Linden, NJ** – Ian Conk – Traffic Lieutenant – iconk@lpdnj.org – 908-474-8476
 - They went Live October 2023
 - The sticks represent a mix of limited time (5-minute grace and most recently added 20 minutes in front of the Post Office) also Bus Stop, Fire Hydrant and No Parking.
 - They currently have 27 sticks with plans to add more.
 - Linden went to a local ordinance for the SS an increased the violations fee recently.
- **Somerville, MA** – Suzanne Rinfret– Traffic and Parking – srinfret@somervillema.gov – 617-666-3311 ext 7950
 - Went live in May 2024
 - Focused on bike lanes and bus stops
 - Most densely populated municipality in New England and 19th most densely populated incorporated municipality in the country
- **Denver, CO**–Jonathan Featherston – Director, Right of Way Enforcement jonathan.featherston@denvergov.org – 720-913-1725

Unfortunately, we don't have much data on Timed parking enforcement. We invented SafetySticks 3 years ago to enforce illegal parking, we didn't have any units in the ground until about 2+ years ago....We can't project what will happen 3,4, or 5 years down the road because we don't have sample data that old. What we have seen in other cities is a change in illegal parking behavior as quoted in parking today from 7 violations down to 1 in Somerville (from *Parking Today Magazine* Story attached) and steady but slow decline in violation revenue. This is good because bad behavior change. But while revenues will decrease they will still be 50%+ higher than before MPS was installed. Why? Because the devices operate 24 hours a day or at least during hours and with coverage the city previously could enforce because in the words of Mayor Brown from Wilkes-Barre, PA "We have enforcement but they can't be everywhere"

Here are some assumptions to plan by

1. Within a year whatever violations, we started with will likely drop by about 50+% I would start with an estimate of 1 violation per space per day or 1 every other day to be conservative.
2. Year two another 30% to 40%
3. Year three only about 20% - 30% of violations we saw in year one will happen. Why? Because a high percentage of locals will learn and avoid violations but there is some 5 to 15% of the population locals and transients who don't care and will continue to violate.

Bottom line: SafetySticks will provide incremental revenue that did not exist before with no cash outlay or up-front payment for equipment, software and service. Over time fine revenue will likely decrease and the city should not try to forecast fine revenue because every city is different.

PARKING TODAY

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SAFER STREETS *in* Somerville

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SMARTER ENFORCEMENT AND SAFER STREETS IN SOMERVILLE

Somerville, Massachusetts, leverages automated enforcement technology to target high-risk areas, improving safety for all road users.

By Jay Landers

With more than 80,000 residents living within 4.2 square miles, Somerville, Massachusetts, is one of the most densely populated cities in New England. Located just outside of Boston, Somerville is known for its thriving, bike-friendly neighborhoods and bustling commercial districts.

The high population density and major business activity mean that Somerville must contend with the realities of limited parking, large numbers of pedestrians and cyclists, and the need for safer transportation systems.

Like a growing number of U.S. cities, Somerville adopted Vision Zero as part of its broader effort to improve public safety and mobility. An international initiative first adopted in Sweden in 1997, Vision Zero aims to eliminate traffic fatalities and severe injuries through smarter infrastructure, education, and enforcement. This approach assumes that accidents are preventable and places responsibility on city systems, not just individual behavior.

Traffic congestion and limited parking exacerbate safety risks for pedestrians, cyclists, and transit users. The city's Vision Zero initiative identified parking violations in critical areas, such as bus stops, crosswalks, and bike lanes, as a significant barrier to achieving its goals. When a vehicle blocks a crosswalk, for instance, it creates visibility hazards for drivers and pedestrians. Similarly, cars parked in bus stops force transit vehicles to unload passengers into active traffic lanes.

Traditional enforcement methods, such as deploying parking control officers, address some of these issues. However, resources are limited, and officers cannot

Once a potential violation is identified, the SafetyStick transmits the data to MPS's cloud-based platform, where it is reviewed by city parking enforcement officers. Citations are issued only after officers confirm the violation and ensure that no extenuating circumstances apply.

Each SafetyStick installation includes prominent signage to inform drivers about camera enforcement, said Suzanne Rinfret, the director of parking for Somerville. This approach emphasizes transparency and aims to encourage compliance rather than relying solely on penalties. "It's a big yellow sign saying, 'Camera Enforcement,'" Rinfret said. "You can't really miss it."

'Huge change in behavior'

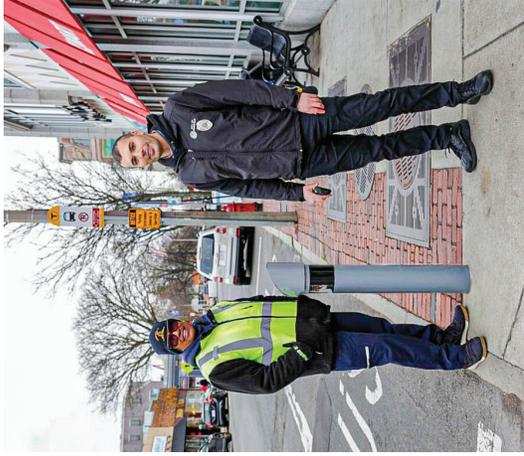
Somerville introduced the SafetyStick as part of a 60-day pilot program in Davis Square, one of the city's busiest commercial districts. The trial targeted areas that frequently saw safety hazards due to illegal parking. Three of the devices were installed on Elm Street — a busy commercial corridor — with one at a bus stop, one near a fire hydrant, and one beside a crosswalk where no standing, stopping, or parking is allowed.

During the trial, the devices recorded 420 violations over 40 days, averaging more than 10 per day. Most violations occurred between 8:00 p.m. and 11:00 p.m. Thirty-six percent of violations lasted between 3 and 10 minutes and 22% of violations lasted more than 10 minutes, with some lasting up to 1 hour.

"These types of violations are very difficult to catch unless a parking enforcement officer is present at the scene," Rinfret said. "We catch them sometimes but don't catch them other times because we're not there 24/7."

Having an automated tool that continuously monitors a given location and does not depend on a camera mounted to a car or bus changes the behavior of most drivers, Rinfret noted. "People have a tendency not to break the law when someone's watching," she said.

In fact, driver compliance with parking requirements has improved significantly in locations in which SafetySticks are present, said Rob Matthews, the vice president of business development and sales for MPS. "We saw 10 violations per day during the pilot," Matthews said. "It's now down to 1 a day or fewer. It's a huge change in behavior."



Cherry Browne, left, and Stavros Moreira are parking control officers for the City of Somerville. At right: Somerville installed SafetySticks to monitor certain high-risk areas, such as this bus stop.

PHOTOS COURTESY OF MPS

monitor every trouble spot continuously, Somerville needed a more comprehensive approach to tackle these persistent problems. For this reason, the city turned to an automated solution that enables it to target the most critical locations in a cost-effective manner.

Initial pilot

During summer 2023, Somerville pilot-tested the patented Solar SafetyStick®, from Municipal Parking Services (MPS), to assess its potential for improving safety and compliance. A solar-powered device that resembles a bollard and is designed to continuously monitor illegal parking in critical zones, the SafetyStick is equipped with radar and a digital camera to capture timestamped images of violations, including a vehicle's license plate and the duration of the infraction.



November 2024

It's also precisely the type of change that Somerville wants to see. "We don't want people to get a ticket," Rinfret said. "We want people to be in compliance. In a perfect world, we would never issue a ticket. It's our goal to keep the public safe."

Data-driven decision

The pilot's results demonstrated the extent of the problem, providing city officials with data to support broader implementation.

"We gave them real data to gain their trust," Rinfret said. "City councils want to be backed up with data. That's really important. This was able to provide that for us."

Based on the pilot's success, Somerville expanded the SafetyStick program citywide. Today, 19 devices operate in high-risk locations, including Davis Square and Magoun Square, with the goal of helping the city achieve its Vision Zero initiatives to prevent pedestrian injuries and fatalities. The city also collaborates on monthly calls with the Massachusetts Bay Transportation Authority (MBTA) to prioritize enforcement near bus stops and along transit-heavy corridors. By keeping these areas clear, the SafetyStick supports more efficient bus operations and improves safety for riders.

Driver compliance with parking requirements has improved significantly in locations in which SafetySticks are present.

Balancing efficiency with fairness

A key element of the SafetyStick program is its reliance on human oversight. Although the device automatically detects potential violations, parking enforcement officers review the evidence before citations are issued by mail.

"A sworn officer reviews the ticket to ensure that the license plate is right, that the color, make, and model of the vehicle are correct, and that the violation is correct," Rinfret said. "It's no different than when they're writing a ticket" in person, she noted.

By combining automated detection with manual review, the system balances efficiency with fairness, helping to build public trust. At the same time, automated monitoring in those locations enables the city's enforcement officers to focus on broader priorities. This approach also helps to ensure officer safety by reducing confrontations with angry members of the public who are upset about receiving a violation notice.

"Think about the attitude of someone who blatantly ignores public safety and parking laws," Matthews said. "Are they more likely to harass or assault an enforcement officer? I think so. The SafetyStick prevents this," he added.

The program's financial structure also played a role in its viability. Under the city's agreement with MPS, the

company offers a free lease on the hardware and manages device maintenance and citation processing in exchange for a fixed license fee. This model enabled Somerville to implement the program without any upfront costs or ongoing maintenance or repair costs.

Before the city could begin using the SafetyStick, it had to make a minor legal adjustment so that it could conduct automated ticketing. Specifically, Somerville's city council approved adhering to the section of Massachusetts law that allows cities to mail in-state citations within 5 business days or out-of-state citations within 10 business days.

Strides toward safer streets

The SafetyStick program is part of Somerville's broader Vision Zero efforts to eliminate traffic fatalities and serious injuries. By focusing on compliance in high-risk areas, particularly bus stops and crosswalks, the city has reduced hazards for pedestrians and cyclists and made strides toward creating safer streets.

"When someone double parks or parks at a bus stop, that means the bus has to double park, which in turn makes people have to try to get to that," Rinfret said. "It's not very safe. This initiative is getting people to comply with the [traffic] rules and helping us achieve Vision Zero," she said. "We are really serious about Vision Zero."

The city intends to expand its automated detection program to include SafetySticks in other "problem areas" in which the safety of vulnerable road users can be improved, Rinfret said. "We're not going to saturate the city with them." Rather, Somerville plans to deploy the devices at more bus stops, crosswalks, and bike and bus lanes.

To date, public response to the automated detection program has been positive, Rinfret said. "The residents are for it," she said. "They are appreciative of the fact that people are parking better and more in compliance." Improved compliance, in turn, helps the city's residents feel safer, Rinfret said.

More broadly, automated detection is expected to contribute to other city goals, including improved public transportation and better environmental outcomes. Reducing illegal parking in congested areas helps improve traffic flow, boosting the performance and reliability of public transportation. "This is one small step that we can do as a municipality to help that, because that's really the goal," Rinfret said.

Greater use of mass transit and decreased vehicle use also contribute to Somerville's climate and sustainability goals, Rinfret noted. "Fewer cars in the city is better for the environment. It's a big full circle."



JAY LANDERS is the editor-in-chief of Parking Today. He can be reached at jay@parkingtoday.com.

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City of Sierra Madre Agenda Report

Robert Parkhurst, Mayor
Kristie Lowe, Mayor Pro Tem Kelly Kriebs,
Council Member
Gene Goss, Council Member
Edward Garcia, Council Member

Sue Spears City Treasurer

TO: Honorable Mayor and Members of the City Council

FROM: Arnulfo Yanez, Director of Public Works

REVIEWED BY: Michael Bruckner, City Manager

DATE: September 23, 2025

SUBJECT: Report, Discussion, and Direction on the Replacement of the City Hall/Public Safety Building Emergency Power Generator

STAFF RECOMMENDATION

It is recommended that the City Council discuss and provide direction to the City Manager on the replacement of the emergency power generator used to provide back-up power generation at City Hall and for emergency services operations.

ALTERNATIVES

A. Procure and install a new permanent stationary generator

- *Advantages:* Provides long-term reliability and ensures compliance with current environmental standards; eliminates ongoing rental costs; supports continuity of operations for essential City services.
- *Considerations:* Requires upfront capital investment; project delivery dependent on procurement lead times, removal of the existing unit, installation logistics in a confined space, and permitting requirements.

B. Continue reliance on the temporary rental generator

- *Advantages:* Provides immediate, compliant backup power without an initial capital outlay.
- *Considerations:* Incurs ongoing costs of \$2,700 per week (in addition to the \$6,840 emergency installation charge) or about \$148,000 per year; occupies the main walkway in the City Hall parking lot, limiting access; not a sustainable long-term solution.

SUMMARY

The City of Sierra Madre's permanent emergency generator, manufactured in 1947, provides backup power to City Hall, the Police Department, and the Fire Department during electric utility outages. During a series of outages in late August and early September 2025, the generator failed to operate reliably, leaving essential City facilities vulnerable to service interruptions.

As an interim measure, the City secured a temporary Tier 4-compliant rental generator to ensure continuity of operations; however, the temporary unit incurs weekly rental costs of \$2,700 (in addition to the \$6,840 emergency installation charge). It has been positioned in the City Hall parking lot walkway, which creates access and operational concerns. A permanent replacement generator is required to ensure long-term reliability, regulatory compliance, and uninterrupted service during power outages.

ANALYSIS

The existing generator presents three principal challenges:

Reliability: At nearly eighty years (80) old, the generator cannot be relied upon to start or maintain operations during extended utility outages. Its mechanical systems are deteriorated, and replacement parts are no longer available.

Regulatory Compliance: The generator predates all modern standards and does not meet current South Coast Air Quality Management District (SCAQMD) requirements. New stationary diesel units must generally be Tier 4 Final certified; however, given the City's existing 261 kW diesel turbine, a properly sized replacement in the 250–300 kW range may meet operational requirements while aligning with emissions standards.

Operational Impacts: To maintain continuity of operations, the City is currently utilizing a rental generator positioned in the main walkway of the City Hall parking lot. While this unit provides compliant power, it creates safety and accessibility concerns and incurs an ongoing cost of \$2,700 per week, in addition to the initial emergency installation charge of \$6,840.

Cost considerations: Preliminary budgetary quotes indicate significant capital costs for a permanent generator:

- **Valley Power Systems (Blue Star 250 kW Tier 3 - Diesel): \$150,225** (equipment only), plus \$8,575 for optional 800A transfer switch. The manufacturer's delivery timeline is approximately 10 months after the order. Extraction and installation to be quoted separately, at an estimate of \$75,000.
- **Energy Systems (Generac 500 kW Tier 4 - Diesel): \$204,875** (equipment only). The manufacturer's delivery timeline is approximately 4 to 6 months after the order. Extraction and installation to be quoted separately, at an estimate of \$75,000.

Tier 3 and Tier 4 power generators mainly differ in how they control emissions. Tier 3 models use simpler technology, such as exhaust gas recirculation and particulate filters, to reduce pollutants while keeping costs and maintenance manageable. They work well in areas with fewer regulations or limited maintenance resources. Tier 4 generators, on the other hand, use advanced systems like selective catalytic reduction and diesel oxidation catalysts, often requiring diesel exhaust fluid, to cut emissions by up to 90% compared to Tier 3. They are cleaner and more fuel efficient but come with higher costs and more complex upkeep. The choice between the two depends on regulations, budget, and priorities—Tier 3 being more practical for cost and simplicity, and Tier 4 better for strict compliance and sustainability.

Furthermore, there will be additional site preparation and integration costs with the City's existing fuel tank which is unknown at this time; however, staff estimates it's about 10-15% of the generator acquisition cost. Upon receiving the new generator, the estimated timeline of project construction is 10 to 12 days.

Based on City Council's direction, staff will return with a budget amendment for the rental agreement or a purchase order for the acquisition and installation of a new generator.

FINANCIAL REVIEW / SOURCE OF FUNDING

There is no impact to the General Fund. Sufficient funding is available in the Facilities Management Internal Service Fund for the acquisition and installation of a new generator or the continued rental of a temporary generator.

STRATEGIC PLAN CORRELATION

This project directly implements Strategic Initiative 3.3.2, "Plan, design, and implement backup power systems, seismic retrofits, and life-safety improvements for critical City facilities" (Goal 3: Infrastructure & Growth Management), ensuring operational resilience and public safety for the Civic Center complex including the Fire and Police Departments and City Hall which fulfills the City's commitment to exceptional, sustainable public service.

CEQA REVIEW

The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies of this report are available at the City Hall public counter and at the Sierra Madre Public Library and can be accessed on the City's website at sierramadrecalifornia.gov.



City of Sierra Madre AGENDA REPORT

Robert Parkhurst, Mayor
Kristine Lowe, Mayor Pro Tem
Edward Garcia, Council Member
Gene Goss, Council Member
Kelly Kriebs, Council Member

Sue Spears, City Treasurer

TO: Honorable Mayor and Members of the City Council

FROM: Ted Tegart, Community Services Supervisor
Laura Aguilar, Director of Administrative Services

REVIEWED BY: Michael Bruckner, City Manager

DATE: September 23, 2025

**SUBJECT: REPORT, DISCUSSION, AND DIRECTION REGARDING THE
FORMATION OF A MAJOR SPORTING EVENTS AD HOC
COMMITTEE**

STAFF RECOMMENDATION

It is recommended that the City Council discuss and provide direction on the creation of a Major Sporting Events Ad Hoc Committee and potential changes to the City's short-term rental (STR) ordinances.

ALTERNATIVES

- 1) The City Council can choose not to approve the creation of a Major Sporting Events Ad Hoc Committee and provide further direction to staff.
- 2) The City Council may request additional information from staff regarding the formation of a Major Sporting Events Ad Hoc Committee.
- 3) The City Council may elect to deny the formation of a Major Sporting Events Ad Hoc Committee.

SUMMARY

The Los Angeles region will host several major international sporting events over the next few years, including the 2026 Fédération Internationale de Football Association (FIFA) World Cup, the 2027 National Football League (NFL) Super Bowl LXI, and the 2028 Summer Olympic and Paralympic Games. These events are expected to bring worldwide attention, significant tourism, and meaningful economic opportunities to the region. Sierra Madre's proximity to the City of Los Angeles positions our community to benefit from this increased activity. The City also has a strong history of community celebrations, cultural events, and civic engagement that can be

expanded to align with these international sporting moments.

ANALYSIS

The proposed Major Sporting Events Ad Hoc Committee would serve as an advisory body to the City Council and staff. Its role would be to:

- **Plan and Recommend Local Programming:** Develop community-based events, viewing parties, cultural activities, and celebrations connected to the World Cup, the Olympics, and other related events.
- **Promote Business Engagement:** Identify opportunities for local businesses to participate and benefit from regional tourism.
- **Coordinate with Regional Efforts:** Liaise with the LA28 Olympic Committee, World Cup Host Committee, and neighboring municipalities for collaboration and partnership.
- **Foster Civic Pride:** Create inclusive opportunities for Sierra Madre residents to participate in international celebrations, strengthening community pride and unity.

Proposed Committee Structure

- **Membership:** Members appointed by the City Council
- **Composition:** Community members, local business representatives, Transportation Committee, Community Services Commission, and Senior Community Commission liaisons, and other stakeholders.
- **Duration:** Temporary, with dissolution following the conclusion of the 2028 Olympic Games unless otherwise extended by Council.

Staff is developing a collaborative, citywide community events calendar to better coordinate programming. Staff also recommends inviting liaison representatives from local community organizations to identify additional opportunities tied to these regional events. Finally, another option for the City Council to consider are temporary changes to the City's short-term rental regulations in the Sierra Madre Municipal Code Section 17.22.130 and consider targeted adjustments to those restrictions. SMMC 17.22.130 states:

17.22.130 - Rental restrictions.

- A. An accessory dwelling unit or junior accessory dwelling unit may be rented for terms no less than thirty days. The person or party responsible for ownership of property that has an accessory dwelling unit or junior accessory dwelling unit shall obtain and maintain an annual business license, in accordance with Title 5, for dwelling accommodations when actively renting or advertising the rental of the dwelling unit.
- B. No accessory dwelling unit or junior accessory dwelling unit shall be used or advertised as a short-term rental.

The City does not have hotels or similar accommodations for tourists and travelers. With our proximity to nearby events scheduled for the Rosebowl, Brookside Aquatic Center, Arcadia County Park, and Azusa, the City Council could consider a moratorium to the current restrictions on short-term rentals. The moratorium would provide travelers attending nearby events an opportunity to stay in Sierra Madre, with the likelihood that those tourists will contribute to the

local economy. Given the relatively few short-term rentals in the City, it is difficult to estimate the impacts of a moratorium.

ENVIRONMENTAL(CEQA)

The proposed action does not constitute as a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be determined with certainty that it will have no impact on the environment.

STRATEGIC PLAN CORRELATION

Contributes towards Goal 4- Community Enrichment aimed at promoting an unparalleled quality of life with an engaged and collaborative culture.

FISCAL IMPACT

Establishing the Major Sporting Events Ad Hoc Committee is expected to be fiscally neutral, with meeting noticing, agenda preparation, and staff liaison duties absorbed within existing departmental budgets. Any future fiscal effects associated with event programming or short-term rental (STR) policy changes will be brought to the City Council with detailed estimates, funding sources, and recommended budget actions.

PUBLIC NOTICE

This item has been noticed through the regular agenda notification process. Copies of this report can be accessed on the City's website at sierramadreca.gov

ATTACHMENTS:

- 1) S.M.M.C 17.22.130

17.22.130 Rental restrictions.

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(Ord. No. 1454, § 3(Exh. 2), 5-24-22; Ord. No. 1465, § 8, 3-28-23)