CITY OF LA PUENTE

PUBLIC PARTICIPATION IN CITY COUNCIL MEETINGS

Given current Covid-19 restrictions and social distancing guidelines issued by federal, state and local agencies, the City has implemented the following procedures for participation in City Council meetings, until further notice. Members of the City Council/Successor Agency may participate from a remote location via teleconference.

How to Listen Live to the Meeting

Live Audio/Video: Visit the City's website at https://lapuente.org/agenda/. Click on "View Event" for the current meeting to view it live.

Additionally, the City offers live by phone "listen only" lines in English and Spanish.

For English: Please dial (408) 650-3123 and enter the following access code: 731-551-669.

For Spanish: Please dial (646) 749-3122 and enter the following access code: 225-262-461.

How to Submit Public Comment

Please note that all comments are subject to the same Rules of Decorum as would otherwise apply to speakers at City Council meetings.

In Person: Public comment may be provided in-person at City Hall, 15900 E. Main Street. Use of face coverings and social distancing is encouraged.

In Writing: eComments may be submitted for a posted meeting via SpeakUp on the Agendas and Minutes page of the City's website at https://lapuente.org/agenda/. Simply click on "Click here for eComment". Please submit your eComment no later than 2 hours prior to the meeting start time.

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Dadas las restricciones actuales de Covid-19 y las pautas de distanciamiento social emitidas por agencias federales, estatales y locales, la Ciudad ha implementado los siguientes procedimientos para la participación en las reuniones del Concejo Municipal, hasta nuevo aviso. Los miembros del Concejo Municipal/Agencia Sucesora pueden participar desde una ubicación remota a través de teleconferencia.

Cómo escuchar la reunión en vivo

Audio en vivo: visite el sitio web de la ciudad en https://lapuente.org/agenda/. Haga clic en "Ver evento" para ver la reunión en vivo.

Adicionalmente, la Ciudad ofrece líneas telefónicas de "solo escuchar" en vivo en inglés y español.

Para inglés: marque (408) 650-3123 e ingrese el siguiente código de acceso: 731-551-669.

Para español: marque (646) 749-3122 e ingrese el siguiente código de acceso: 225-262-461.

Cómo enviar comentarios públicos

Tenga en cuenta que todos los comentarios están sujetos a las mismas reglas que se aplicarían a los oradores en las reuniones del Concejo Municipal.

En persona: Los comentarios públicos se pueden proporcionar en persona en el Ayuntamiento, 15900 E. Main Street. Se recomienda el uso de mascarillas y el distanciamiento social.

Por escrito: Los comentarios electrónicos se pueden enviar a través de SpeakUp en la página de Agendas and Minutes del sitio web de la Ciudad en https://lapuente.org/agenda/. Simplemente haga clic en "eComment" para la reunión actual. Proporcione su eComment a más tardar 2 horas antes de la hora de inicio de la reunión.

REGULAR MEETING OF
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
COUNCIL CHAMBERS
15900 EAST MAIN STREET, LA PUENTE
APRIL 11, 2023
6:00 P.M. CLOSED SESSION
7:00 P.M. REGULAR SESSION

6:00 P.M. CLOSED SESSION

CALL TO ORDER

ROLL CALL

COUNCIL/AGENCY MEMBERS: Klinakis, Munoz, Argudo, Mendoza and Quinones

PLEDGE OF ALLEGIANCE

ORAL COMMUNICATIONS

At this time, only item(s) on the Closed Session agenda may be discussed in Public Comments.

RECESS INTO CLOSED SESSION

CLOSED SESSION

1. THE CITY COUNCIL WILL RECESS TO CLOSED SESSION, CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, Significant exposure to litigation Government Code Section 54956.9(d)(2) & (e)(1)

2. THE CITY COUNCIL WILL RECESS TO CLOSED SESSION, CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, Significant exposure to litigation Government Code Section 54956.9(d)(2) (Two potential cases)

3. THE CITY COUNCIL WILL RECESS TO CLOSED SESSION, CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION, Cal Government Code Section 54956.9(d)(1). Calderon et al v Southland Transit et al L.A.S.C. No. 21STCV02558

RECONVENE TO OPEN SESSION

REPORT OUT OF CLOSED SESSION

ADJOURNMENT

7:00 P.M. REGULAR SESSION

CALL TO ORDER

ROLL CALL

COUNCIL/AGENCY MEMBERS: Klinakis, Munoz, Argudo, Mendoza, Quinones

PLEDGE OF ALLEGIANCE

PRESENTATIONS – None

ORAL COMMUNICATIONS

If you wish to address the City Council - Successor Agency on an item other than a public hearing matter, please complete the Request for Oral Presentation form and submit it to the City Clerk no later than prior to the conclusion of the first speaker's remarks. (Ordinance No. 06-843.)

BOARDS/COMMISSION/COMMITTEE REPORTS

Council Members provide a report on any Boards/Commission/Committee meetings, listed below, that they have attended or that have occurred.

ORGANIZATION	DEL/ALT	MONTHLY MEETINGS	TIME
California Contract Cities Association	Argudo/Quinones	3rd Wednesday	6:30 p.m.
Sanitation District 15 & 21	Klinakis/Munoz	4th Wednesday	1:30 p.m.
League of California Cities L.A. Div.	Argudo/Mendoza	1st Thursday	6:30 p.m.
City Selection Committee	Klinakis/Munoz	When Necessary	6:30 p.m.
San Gabriel Valley COG	Quinones/Argudo	3rd Thursday	4:00 p.m.
California JPIA	Quinones/All Council	4th Wednesday	6:30 p.m.
Foothill Transit Governing Board	Munoz/Klinakis	Last Friday of the Month	7:45 a.m.
San Gabriel Valley Mosquito & Vector Control District	Klinakis	2nd Friday	7:00 a.m.

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS

A-1 READ AND APPROVE THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS OF MARCH 28, 2023

Staff Recommendation: It is recommended that the City Council and Successor Agency waive the reading and approve the Minutes of the City Council and Successor Agency meetings of March 28, 2023.

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL - None

C. UNFINISHED BUSINESS OF THE CITY COUNCIL – None

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

All matters listed under Consent Calendar are considered to be routine in nature and may be enacted by one motion approving the recommendation listed on the Agenda. One or more items may be removed from the Consent Calendar so that said item(s) may be discussed and considered individually by the City Council/Successor Agency, if a motion to remove the item(s) is approved by an affirmative vote of a majority of the members of the City Council/Successor Agency. Those specific item(s) will be considered as the first item under New Business.

D-1 CONSIDERATION OF RESOLUTIONS APPROVING WARRANT REGISTER NOS. 1549 AND 69

Staff Recommendation: It is recommended that the City Council and Successor Agency adopt Resolution No. 23-5786 approving Warrant Register No. 1549 and Resolution No. SA 23-102 approving Warrant Register No. 69.

D-2 CONSIDERATION OF A RESOLUTION ADOPTING FINDINGS AND DISPENSING WITH THE COMPETITIVE BIDDING PROCESS, AND APPROVAL OF AN AGREEMENT WITH HDL, COREN AND CONE FOR PROPERTY TAX CONSULTING & AUDITING SERVICES

Staff Recommendation: It is recommended that the City Council (1) adopt the Resolution 23-5787 making findings and dispensing with the competitive bidding process, and (2) approve the agreement with HdL, Coren and Cone and authorize the City Manager to execute the Agreement on behalf of the City.

D-3 CONSIDERATION OF A RESOLUTION DECLARING AS SURPLUS PROPERTY TWO VEHICLES IN THE CITY'S FLEET, AUTHORIZING THE SALE OF THE SURPLUS VEHICLES BY ENTERPRISE FLEET MANAGEMENT

Staff Recommendation: It is recommended that the City Council: (1) adopt Resolution No. 23-5788 and declare as surplus property, two vehicles in the City's fleet, authorizing the sale of the surplus vehicles at auction; and (2) authorize the City Manager to execute the Agreements on behalf of the City.

D-4 CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO WEST COAST TURF FOR THE GRACE F. NAPOLITANO NATURE EDUCATION CENTER SOD INSTALLATION IN THE AMOUNT OF $24,980.00

Staff Recommendation: It is recommended that the City Council: (1) award the contract to West Coast Turf in the amount of $24,980.00; (2) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount.

D-5 CONSIDERATION OF AUTHORIZATION TO SOLICIT BIDS FOR THE STREET IMPROVEMENTS ON VARIOUS CITY STREETS FY 2022-23 PROJECT

Staff Recommendation: It is recommended that the City Council: (1) approve the plans and specifications for the construction of the Street Improvements on Various City Streets FY 2022-23 project; and (2) authorize Staff to solicit for bids.

D-6 CONSIDERATION OF A RESOLUTION APPROVING PARTICPATION IN THE LOS ANGELES URBAN COUNTY PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

Staff Recommendation: It is recommended that the City Council: (1) adopt Resolution No. 23-5789 approving participation in the Los Angeles Urban County Permanent Local Housing Allocation Program; and (2) authorize the City Manager to execute all documents necessary to effectuate this Program.

D-7 CONSIDERATION OF A RESOLUTION AUTHORIZING PARTICIPATION IN THE NEW NATIONAL OPIOD SETTLEMENT AUTHORIZING THE CITY TO ENTER INTO FIVE NATIONAL OPIOIDS SETTLEMENT AGREEMENTS WITH WALMART, CVS, WALGREENS, TEVA, AND ALLERGAN, ALLOWING THE CITY MANAGER TO EXECUTE THE NECESSARY AGREEMENTS

Staff Recommendation: It is recommended that the City Council: (1) adopt Resolution No. 23-5790, authorizing the City Manager to release the five settling defendants in exchange for the consideration set forth in the Subdivision Participation Forms and California State-Subdivision Agreements; (2) authorize the City Manager to execute the Subdivision Participation Forms for each of the five settlements (Teva, Allergan, CVS, Walgreens, and Walmart) and any and all documents ancillary thereto; and (3) authorize the City Manager to execute the proposed California State-Subdivision Agreements for each of the five settlements (Teva, Allergan, CVS, Walgreens, and Walmart), and any and all documents ancillary thereto.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 UPDATE AND DISCUSSION REGARDING COMMUNITY SERVICES PROGRAMMING

Staff Recommendation: It is recommended that the City Council discuss this item and provide any necessary direction to Staff.

ADHOC COMMITTEE REPORTS

Council Members provide a report on any Ad Hoc Committee meetings that they have attended.

NAME	MEMBERS
Code Enforcement Committee	Klinakis/Mendoza
La Puente Park Fees, Ordinance and Program Oversight Committee	Munoz/Quinones
Project LEAD Committee	Mendoza/Quinones
LPQT Action Committee	Mendoza/Quinones
Adaptive Sports League and Enrichment Programs Oversight Committee	Klinakis/Munoz
Rowland, Basset, and Hacienda La Puente Unified School Districts Liaison Committee	Klinakis/Munoz

AB 1234 REPORTS

ORAL COMMENTS FROM COUNCIL

ORAL COMMENTS FROM STAFF

ADJOURNMENT

AVAILABILITY
Any writings or documents provided to a majority of the City Council/Successor Agency regarding any item on this agenda will be made available for public inspection at the City Clerk Department at City Hall located at 15900 E. Main Street and the Reference Desk at the Library located at 15920 E. Central during normal business hours. In addition, such writings and documents will be posted on the City's website at http://www.lapuente.org.

AMERICANS WITH DISABILITIES
In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a City meeting or other services offered by the City, please contact the City Clerk's Office at (626) 855-1500. Notification at least 48 hours prior to the meeting or time when services are needed will assist City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

MEETING TIMES
Meetings of the City Council shall be adjourned no later than 10:30 p.m., unless a motion to supersede the 10:30 time limit to consider some or all of the remaining items listed on the Agenda, or to consider items which have been added to the Agenda in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950, et seq., is approved by a majority of the members of the City Council. (Ordinance No. 95-727.)

CERTIFICATION
I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted in accordance with the applicable legal requirements.

Dated this 6th day of April 2023.

Martha Torres, MPA
City Clerk

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
REGULAR MEETING OF
MARCH 28, 2023

Per *Robert's Rules of Order Newly Revised 11th Edition*, minutes are a record of the actions taken by the body. These minutes do not include a summary of the discussion but only reflect the action taken by the body. A complete audio recording of this meeting is available on the City's website www.lapuente.org.

A Regular Meeting of the City Council of the City of La Puente was held in the Council Chambers of City Hall, 15900 East Main Street, La Puente, California, on Tuesday, March 28, 2023, at 7:00 p.m.

CALL TO ORDER

Mayor Klinakis called the meeting to order at 7:02 p.m.

ROLL CALL

Members present:	Klinakis, Munoz, Argudo (arrived at 7:11 p.m.), Mendoza, Quinones.
Members absent:	None.
Staff members present:	City Manager Bob Lindsey, City Attorney Jesse Jauregui, City Clerk Martha Torres, Director of Administrative Services Troy Grunklee, Director of Development Services John Di Mario, Director of Community Services Alexander Bauman, Finance Manager Alexander Merkel-Medina, Associate Planner Juan Galvan, Office Specialist Destiny Rivera, Office Specialist Adriana Jaimez, and Office Specialist Natalie Romo.

PLEDGE OF ALLEGIANCE

Mayor Klinakis led the Pledge of Allegiance.

PRESENTATIONS

Mayor Klinakis presented a proclamation recognizing March as American Red Cross Month. Patty Madera, Interim Executive Director of the Greater San Gabriel and Pomona Valleys American Red Cross, thanked the City Council.

Project LEAD Students Karla Hernandez-Flores, Vanilla Maldonado-Zamora, Destinee Espinoza, and Abigail Leyva provided the City Council with updates on the programming that was provided to students at Nelson Elementary School and Workman Elementary School. Council Member Argudo donated $200 from his discretionary American Rescue Plan Act fund to Workman Elementary School and Nelson Elementary School.

ORAL COMMUNICATIONS

Manuel Maldonado spoke regarding the Puente Creek Nature Education Center, Measure LP, and town hall meetings.

Diana Herrera submitted a written comment regarding the July 3rd laser light show, the City's funding allocation, grants for vandalized businesses, virtual availability for the library, social media accessibility for non-English speakers, and sustainable programs for residents.

BOARDS/COMMISSION/COMMITTEE REPORTS – None

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS

A-1 READ AND APPROVE THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS OF MARCH 14, 2023

A motion was made by Council Member Quinones, seconded by Council Member Argudo, to waive the reading and approve the Minutes of the City Council and Successor Agency meetings of March 14, 2023. The motion carried by the following roll call vote:

AYES:	Klinakis, Munoz, Argudo, Mendoza, Quinones
NOES:	None
ABSTAIN:	None
ABSENT:	None

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL – None

C. UNFINISHED BUSINESS OF THE CITY COUNCIL – None

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

A motion was made by Council Member Argudo, seconded by Mayor Pro Tem Munoz, to approve Consent Calendar Items D-1 through D-4. The motion carried by the following roll call vote:

AYES:	Klinakis, Munoz, Argudo, Mendoza, Quinones
NOES:	None
ABSTAIN:	None
ABSENT:	None

D-1 CONSIDERATION OF A RESOLUTION APPROVING WARRANT RESOLUTION NO. 1548

Action Taken: The City Council and Successor Agency adopted Resolution No. 23-5784 approving Warrant Register No. 1548.

D-2 PRESENTATION OF FEBRUARY 2023 REQUISITION SUMMARY REPORT

Action Taken: The City Council received and filed this report.

D-3 PRESENTATION OF FEBRUARY 2023 INVESTMENT REPORT

Action Taken: The City Council received and filed this report.

D-4 CONSIDERATION AND ADOPTION OF RESOLUTION NO. 23-5785, PROCLAIMING THE TERMINATION OF A LOCAL EMERGENCY DECLARED IN RESPONSE TO THE NOVEL COVID-19 PANDEMIC, PURSUANT TO PROCLAMATIONS NO. 20-5547, NO. 20-5548 AND NO. 20-555

Action Taken: The City Council: (1) adopted Resolution No. 23-5785 terminating the local emergency caused by the Novel Coronavirus (COVID-19).

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 PRESENTATION OF FEBRUARY 2023 BUDGET REPORT

Finance Manager Alexander Merkel-Medina provided a report regarding the February 2023 Budget Report.

In response to Mayor Klinakis' inquiry if all expenses had been accounted for, Finance Manager Merkel Medina confirmed that all expenses were accounted for.

Council Member Quinones inquired if the funding for the soccer field had an annual allocation for operations and maintenance. In response to his inquiry, Director of Administrative Services Grunklee noted that Measure A provided an annual allocation for operations and maintenance.

Action Taken: The City Council received and filed this report.

AD HOC COMMITTEE REPORTS

Code Enforcement Committee: Nothing to report.

La Puente Park Fees, Ordinance and Program Oversight Committee: Nothing to report.

Project LEAD Committee: Nothing to report.

LPQT Action Committee: Council Member Quinones reported that the City's second annual Pride resource event will take place in June 2023. He noted that surrounding cities support the City's work.

Mayor Klinakis established the Rowland, Basset, Hacienda La Puente Unified School Districts Liaison ad hoc committee. He appointed himself and Mayor Pro Tem Munoz to serve on the committee.

AB 1234 REPORTS – None.

ORAL COMMENTS FROM COUNCIL

Council Member Argudo inquired about outreach efforts to Rowland Unified School District for upcoming events. Director of Community Services Bauman responded that event flyers were posted on the Peachjar app.

Council Member Quinones thanked Staff for their hard work last weekend at La Puente Park during the League's Opening Day and the visit with Senator Bob Archuleta. He also thanked Staff and City Council Members for their help during the Mock City Council meeting. Council Member Quinones thanked a Los Angeles County Sheriff's deputy for participating in the Sparks Middle School Career Day.

Mayor Klinakis noted that La Puente Park has additional parking spaces that are being utilized by the public and stated that the Snack Bar is doing well. He further spoke regarding town hall meetings.

Council Member Mendoza suggested designating certain parking spaces for larger vehicles, and thanked Staff for designating a specific time for children to skate during the roller-skating event.

Mayor Pro Tem Munoz noted that Measure LP goes towards the general fund.

Mayor Klinakis stated that the Maintenance department has been working hard to beautify the City.

ORAL COMMENTS FROM STAFF

City Manager Lindsey thanked park staff, coffee shop staff, the California Youth Corps, and Global Urban Strategies Inc. for their work. He provided an update regarding the coffee shop at La Puente Park, the filling of potholes throughout the City, designated RV parking, the $3.6 million youth worker grant, City grant applications, Skate Night at La Puente Park, and a collaborative animal rescue by the Los Angeles County Sheriff's Department, Fire Department, and the City's Animal Control Officers. He also stated that Staff were attacked by a transient and thanked Staff for their quick response.

Associate Planner Galvan provided a presentation regarding crime statistics posted about the City of La Puente on the Neighborhood Scout website.

Council Member Argudo inquired about the agenda placement of the crime statistics presentation and requested that the discussion be moved to a future City Council meeting. City Attorney Jauregui further suggested that the item be moved to a future City Council meeting.

Mayor Klinakis thanked City Attorney Jauregui, Global Urban, and City Clerk staff.

ADJOURNMENT

There being no further business before the City Council, Mayor Klinakis adjourned the meeting at 8:26 p.m.

Approved this 11th day of April, 2023.

Martha Torres, MPA City Clerk	Charlie Klinakis Mayor/Chair

RESOLUTION NO. 23-5786

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE AMOUNT $784,323.73 (WARRANT REGISTER 1549)

THE CITY COUNCIL OF THE CITY OF LA PUENTE DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37202 of the Government Code, the Director of Administrative Services, or designated representative, hereby certifies, and the City Manager hereby approves the accuracy of the following demands and the availability of funds for payment thereof.

APPROVED

____
Bob Lindsey, City Manager

EXAMINED

____
Troy Grunklee, CPA
Director of Administrative Services

SECTION 2: That the following claims and demands numbered 9729 through 9808 ACH(s) numbered 531 through 535, and Draft numbered 01980 through 01984 except for voided warrant 9806 have been audited as required by law and the same are hereby allowed in the amounts hereinafter set forth on the attached check registers.

CERTIFIED, PURSUANT TO GOVERNMENT CODE, SECTION 37208, AS CONFORMING TO ADOPTED BUDGET, EXCEPT WARRANT NOS: NONE

____
Martha Torres, City Clerk

PASSED, APPROVED AND ADOPTED this 11th day of April 2023, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

____
Charlie Klinakis, Mayor

ATTEST:

____
Martha Torres, City Clerk

Check Register Report

City of La Puente

By Payment Number

Payment Dates 3/21/2023 - 3/31/2023

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
531	3/24/2023	TANKO	TANKO LIGHTING		1,608.50
	68828	ST LIGHT MTCE-HACIENDA		285-3330-53111	1,608.50
532	3/24/2023	THYSSE	TK ELEVATOR		705.10
	5002082765	03/23 CC ELEVATOR MTCE		100-4100-53811	705.10
533	3/24/2023	MELMAN	ULPIANO SERGIO REYES		1,500.00
	00001	CONCERT@PARK DEPOSIT		100-4140-53979	1,500.00
534	3/24/2023	YUNLLC	YUNEX LLC		24,709.17
	5610283187	02/23 TS MTCE		200-3120-53819	1,560.50
	5620042395	02/23 TS CALL OUTS		200-3120-53819	652.32
	5620042401	TS CONTROL BOX-ELLIOTT/AMAR		200-3120-53819	22,496.35
535	3/30/2023	ALTALANG	ALTA LANGUAGE SERVICES, INC.		858.75
	IN641355	02/28 SPANISH INTERPRETATION SVC		100-1120-53111	858.75
9729	3/24/2023	AZ DESIGN	ALBERT ZUBIA		508.58
	INV0008767	MTCE-UNIFORMS		100-3330-53015	508.58
9730	3/24/2023	AMABUS	AMAZON CAPITAL SERVICES INC		308.06
	13XQ-PTRX-7D4Y	THERMAL LABEL PRINTER		100-1120-53011	131.99
	1QCL-MK1L-3HC1	OTTERBOX		100-2130-53012	22.55
	1YHM-R3Y9-33G1	THERMAL PRINTER AND LABELS		100-1120-53011	128.32
	1YKP-T3D6-3QWG	PHONE SCREEN PROTECTORS		550-6100-53018	25.20
9731	3/24/2023	ANGAUD	ANGELCOM AUDIO		820.00
	02451	STAGE SVC		100-4110-53976	820.00
9732	3/24/2023	ANICAR	ANIMAL CARE EQUIPMENT & SERVICES, LLC		187.25
	107581	STANDARD KETCH-ALL POLE		100-2130-53012	187.25
9733	3/24/2023	ATT	AT&T		117.52
	000019612211	02/06-03/05 PHONE-CH LINE		100-1150-53715	22.82
	000019612212	02/06-03/05 PHONE-MTCE YARD 911 LN		285-3330-53715	22.82
	000019656029	02/13-03/12 PHONE-CC/YLAC LINE		100-4100-53715	47.52
	000019656030	02/13-03/12 PHONE-LP SNACK BAR		285-3330-53715	24.36
9734	3/24/2023	CBE4AM	CBE OFFICE SOLUTIONS		1,189.76
	IN2603310	02/20-03/19 FACILITY COPIER		100-1150-53911	1,189.76
9735	3/24/2023	CINTA	CINTAS CORPORATION #693		3,547.51
	8406100291-A	FIRST ADI RESTOCK-ALL FACILITIES		100-1150-53011	1,814.93
	8406145246-A	FIRST AID RESTOCK-ALL FACILITIES		100-1150-53011	1,732.58
9736	3/24/2023	CINTA	CINTAS CORPORATION #693		275.70
	4131507905-b	SR CENTER MAT RENTAL		100-4130-53813	177.05
	4149613255	03/16 CH MAT RETNAL		100-1150-53011	98.65
9737	3/24/2023	CONCEN	CONCENTRA		121.00
	78569873	PRE EMPLOYMENT PHYSICAL		100-1135-53406	121.00
9738	3/24/2023	CORCON	CORRAL CONSTRUCTION & DEVELOPMENT INC.		58,900.00
	701925	LP PARK RESTROOM RETENTION		280-20220	-3,100.00
	701925	LP PARK RESTROOM PYMT #2		280-5606-59300	62,000.00
9739	3/24/2023	CRSINC	COST RECOVERY SYSTEMS INC.		6,250.00
	2023-16	FY 22/23 STATE MANDATED FILING		100-1130-53111	6,250.00

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
9740	3/24/2023	COUPLU	COURTESY PLUMBERS, INC.		445.00
	138134	SNACK BAR RESTROOM MAIN LINE SVC		100-3330-53813	445.00
9741	3/24/2023	DAROLI	DAPEER, ROSENBLIT & LITVAK, LLP		1,980.94
	21302	LEGAL SVC-CODE ENF		100-2110-53114	450.00
	21303	02/23 LEGAL SVC-CODE ENF		100-2110-53114	1,530.94
9742	3/24/2023	DISPEN	DISPENSING TECHNOLOGY		2,918.84
	15306	COLD PATCH		200-3120-53817	2,918.84
9743	3/24/2023	DOUPLA	DOUBLE PLAY PIZZA		274.00
	801870	CJPIA MTCE TRAINING		100-3330-53972	274.00
9744	3/24/2023	EVALLEY	EAST VALLEY EMERGENCY PET CLINIC		65.00
	588369	03/23 VET SERVICES		100-2130-53111	65.00
9745	3/24/2023	EWIIRR	EWING IRRIGATION PRODUCTS INC.		458.37
	18849751	HOSE ACCESORIES		100-3100-53012	458.37
9746	3/24/2023	FIRMAS	FIREMASTER		621.85
	0001047920	CC SEMI ANNUAL KITCHEN HOOD MTCE		100-4100-53811	621.85
9747	3/24/2023	CHAGUA	GUADALUPE CHAVEZ		800.00
	INV0008771	03/25 EVENT DJ SVC		263-3320-53111	800.00
9748	3/24/2023	HATCH	HATCH DOOR SERVICE		14,085.33
	16498	ROLL UP STEEL DOOR		100-3330-53813	14,085.33
9749	3/24/2023	HOLGOO	HOLIDAYGOO		875.64
	19969	SUPPLIES-EGG HUNT EVENT		100-4100-53979	875.64
9750	3/24/2023	INNO	INNOVATIVE PLAYGROUDS COMPANY, INC.		194,271.00
	2786	LP PARK ADD'L SHADE STRUCTURES		280-5606-59300	194,271.00
9751	3/24/2023	GONSALV	JOE A. GONSALVES & SON		2,500.00
	160589	04/23 LEGISLATIVE SVC		100-1100-53111	2,500.00
9752	3/24/2023	JOSREY	JOSE REYES		604.60
	INV0008756	03/01-15 SHOPPING CART MILEAGE REIM-REYES		555-3150-53014	604.60
9753	3/24/2023	RODJUL	JULIE RODRIGUEZ		150.00
	040823	PHOTO SVC-EGG HUNT SVC		100-4140-53979	150.00
9754	3/24/2023	L&GCAB	L & G CABLE CONSTRUCTION		30.00
	INV0008753	OVERPAYMENT BL # 16544		100-48900	30.00
9755	3/24/2023	LACRD	LA CO DEPT PUBLIC WORKS		10,188.20
	RE-PW-23031304491	02/23 IW LA PUENTE		100-3110-53121	1,245.17
	RE-PW-23031304823	02/23 TS MTCE DDG		200-3120-53819	8,943.03
9756	3/24/2023	LPVCWD	LA PUENTE VALLEY CO WATER		920.86
	INV0008751	12/19-02/16 WTR-COMM		100-4100-53714	460.43
	INV0008751	12/19-02/16 WTR-YLAC		100-4110-53714	460.43
9757	3/24/2023	MANCIL	MANCILLA'S QUALITY PRINTING LLC		5.50
	15457	PARK BLUE PRINT		100-3330-53976	5.50
9758	3/24/2023	MARMAR	MARIO MARTINEZ		37.00
	INV0008752	LIVESCAN REIM-MARTINEZ		263-3320-53406	37.00
9759	3/24/2023	NATENSVC	NATIONWIDE ENVIRONMENTAL SERVICES		4,429.95
	33095	CATCH BASIN CLEANING SVC		284-3100-53111	4,429.95
9760	3/24/2023	POLYCO	POLY-CORR INDUSTRIES INC.		407.00
	70576A-IN	SAND BAGS		100-3100-53012	407.00

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
9761	3/24/2023	POST	POSTMASTER		591.40
	INV0008755	02/23 PASSPORT POSTAGE		100-1150-53211	591.40
9762	3/24/2023	REGION	REGIONAL TAP SERVICE CENTER		1,923.90
	6018839	01/23 EZ/FOOTHILL MONTHLY PASSES		210-3130-53915	1,923.90
9763	3/24/2023	RESRO	RESCUE ROOTER		20.00
	INV0008754	OVERPAYMENT BL # 16843		100-48900	20.00
9764	3/24/2023	RESOUR	RESOURCE BUILDING MATERIALS		54.77
	3546030	SCOOP WASHED PLASTER SAND		100-3330-53822	204.77
	377239	PALLET DEPOSIT		285-3330-53822	-90.00
	378405	PALLET DEPOSIT		285-3330-53822	-60.00
9765	3/24/2023	CARRRI	RICARDO CARRILLO		300.00
	INV0008750	REIM-DRAWER LOCKS-CARRILLO		100-4110-53012	100.00
	INV0008757	BOOT REIM-CARRILLO		100-3330-53015	200.00
9766	3/24/2023	SGVWC	S.G.V. WATER CO		981.12
	INV0008760	02/07-03/13 WTR-935 IRRIG		200-3120-53714	220.86
	INV0008761	02/07-03/13 WTR-715 IRRIG PUENTE		200-3120-53714	328.90
	INV0008762	02/07-03/13 WTR-545 IRRIG PUENTE		200-3120-53714	257.17
	INV0008763	02/07-03/13 WTR-13760 IRRIG TEMPLE		200-3120-53714	174.19
9767	3/24/2023	CALSO	SO CAL INDUSTRIES		471.24
	619948	TEMP FENCING		100-3330-53822	471.24
9768	3/24/2023	SPEENT	SPEEDY ENTERPRISES		193.92
	1500899	METAL POLE CUTTER		100-3330-53012	193.92
9769	3/24/2023	STAPLE	STAPLES CREDIT PLAN		796.85
	3223523131	CREAMER		100-1150-53011	28.89
	3227366041	OFFICE SUPPLIES		100-1130-53011	137.53
	3231733291	TOUCH TAPE		100-1150-53011	179.26
	3232406061	OFFICE SUPPLIES		100-1150-53011	286.74
	3232420121	LAMINATING SHEETS		100-1150-53011	60.26
	3234165581	CARBONLESS RECEIPT		100-1150-53011	63.78
	3237939431	CREAMER		100-3330-53011	40.39
9770	3/24/2023	SOSUBW	SUBURBAN WATER SYSTEMS		188.05
	180042026162	02/03-03/07 WTR-HACIENDA/MAPLEGROVE		200-3120-53714	188.05
9771	3/24/2023	TERMI	TERMINIX PROCESSING CENTER		285.00
	431085471	03/10 CH PEST CONTROL		100-1150-53813	85.00
	431085493	03/10 CH PEST CONTROL		100-1150-53813	97.00
	431086568	03/10 CC PEST CONTROL		100-4100-53813	50.00
	431086647	03/10 YLAC PEST CONTROL		100-4110-53813	53.00
9772	3/24/2023	GASCO	THE GAS COMPANY		4,645.35
	INV0008758	02/03-03/07 GAS-CITY HALL		100-1150-53711	2,446.98
	INV0008759	02/03-03/07 GAS-PARK SVC		285-3330-53711	250.31
	INV0008764	02/02-03/06 GAS- SR CENTER		100-4130-53711	626.70
	INV0008765	02/03-03/07 GAS-YLAC		100-4110-53711	954.34
	INV0008766	02/03-03/07 GAS-COMM CTR		100-4100-53711	367.02
9773	3/24/2023	ULINE	ULINE		7,286.79
	160484715	CONVERTIBLE HAND TRUCK/CHAIR		100-3330-53012	704.71
	160485196	BUS SHELTER RECEPTACLES		210-3130-53816	892.84
	160531557	BUS SHELTER RECEPTACLES		210-3130-53816	1,035.84
	160609003	BUS SHELTER RECEPTACLES		210-3130-53816	1,035.84
	160646159	BUS SHELTER RECEPTACLES		210-3130-53816	917.04
	160646159-1	COTTON INSPECTION GLOVE		100-3330-53011	22.00
	160788067	BUS SHELTER RECEPTACLES		210-3130-53816	892.84

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
	160858778	BUS SHELTER RECEPTACLES		210-3130-53816	892.84
	160882897	BUS SHELTER RECEPTACLES		210-3130-53816	892.84
9774	3/24/2023	UNREN	UNITED RENTALS		3,123.75
	212288037-005	DUMP TRUCK RENTAL		100-3330-53822	3,123.75
9775	3/24/2023	FOUN	WORLD SPACE FOUNDATION		2,200.00
	2023.03.13-1	WORLD SPACE PROGRAM CLASSES-LA PUENTE PARK		263-3320-53111	2,200.00
9776	3/24/2023	ZHZHE	ZHENG ZHAO		180.22
	INV0008769	TEXTBOOKS REIM-ZHAO		100-4100-53111	180.22
9777	3/30/2023	AGRTUR	AGRI-TURF DISTRIBUTING, LLC		621.28
	82623	FERTILIZER		100-3330-53822	621.28
9778	3/30/2023	AMABUS	AMAZON CAPITAL SERVICES INC		4,274.88
	1C1C-CHTT-4G99	PREFILLED EASTER EGGS W/TOYS		100-4140-53979	888.27
	1GNV-41Y4-KQHQ	US CONVERTER CABLE		550-6100-53018	43.92
	1RML-VGRD-71YD	IT EQUIPMENT		550-6100-53018	3,342.69
9779	3/30/2023	AMERI	AMERINATIONAL		1,109.40
	LPM-22-003140	12/22 LOAN MONITORING		100-3320-53111	571.80
	LPM-23-000187	01/23 LOAN MONITORING		100-3320-53111	537.60
9780	3/30/2023	BLAWAT	BLACKWATER SECURITY		6,500.00
	032328	2005 FORD CROWN VICTORIA-PROS TEAM		555-3150-54484	6,500.00
9781	3/30/2023	TIMEWA	CHARTER COMMUNICATIONS		105.28
	0029105031423	03/14-04/13 SR CTR CABLE/INTERNET		100-4130-53715	105.28
9782	3/30/2023	CED	CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC		255.56
	3301-1010633	MTCE-ELECTRICAL SUPPLIES		100-3330-53822	255.56
9783	3/30/2023	COUPLU	COURTESY PLUMBERS, INC.		190.00
	137059	SNACK BAR-DRAIN SVC		100-3330-53813	190.00
9784	3/30/2023	DEPTJ	DEPT OF JUSTICE-BUREAU		192.00
	641820	02/23 FINGERPRINT SVC		100-1135-53406	96.00
	641820	02/23 FINGERPRINT SVC		100-4110-53980	64.00
	641820	02/23 FINGERPRINT SVC		263-3320-53406	32.00
9785	3/30/2023	DOUPLA	DOUBLE PLAY PIZZA		191.00
	881904	LEAD PROGRAM LUNCH		100-4140-53976	191.00
9786	3/30/2023	EWIIRR	EWING IRRIGATION PRODUCTS INC.		248.36
	18888942	IRRIGATION SUPPLIES		100-3330-53822	248.36
9787	3/30/2023	FECELE	F.E.C. ELECTRIC INC.		1,262.68
	22007-3	01/23 CH ELECTRICAL SVC		100-1150-53813	830.32
	23001-2	LP PARK SNACK BAR ELECTRICAL SVC		280-5606-59300	432.36
9788	3/30/2023	FEDEXP	FEDERAL EXPRESS CORP		54.38
	8-064-46109	POSTAGE-LA CO SANITATION DISTRICT		100-1150-53211	27.19
	8-064-46109	POSTAGE-S.G.V. MOSQUITO		100-1150-53211	27.19
9789	3/30/2023	VERIC	FRONTIER COMMUNICATIONS		256.50
	INV0008772	03/07-04/06 PHONE-SR CTR ALARM		100-4130-53715	128.25
	INV0008772	08/07-09/06 PHONE-SR CTR ALARM		100-4130-53715	128.25
9790	3/30/2023	GORM	GORM INC		99.70
	316231A	JANITORIAL SUPPLIES		100-3330-53011	99.70
9791	3/30/2023	JCLBAR	JCL TRAFFIC		1,804.21
	118734	TRAFFIC SIGNAGE		200-3120-53821	529.07
	118735	TRAFFIC SIGNAGE		200-3120-53821	646.94

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
	118825	TRAFFIC SIGNAGE		200-3120-53821	628.20
9792	3/30/2023	CERJUS	JUSTIN A CERDA		391.57
	INV0008773	TRAINING REIM-CERDA		100-2110-53151	391.57
9793	3/30/2023	LACRDD	LA CO DEPT PUBLIC WORKS		276.10
	SA230000090	FY 22/23 CIMP IMPLEMENTATION COST		284-3100-53111	276.10
9794	3/30/2023	LACREGISTRAR	LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK		58,415.32
	23-2095	11/22 GUBERNATORIAL GENERAL ELECTION		100-1120-53115	58,415.32
9795	3/30/2023	MANCIL	MANCILLA'S QUALITY PRINTING LLC		141.90
	15466	RUBBER STAMP		100-4100-53011	141.90
9796	3/30/2023	MODES	MODERN DESIGNS PAINTING & WALLCOVERING		875.00
	91958	SR CENTER EXTERIOR WORK		100-4130-53813	875.00
9797	3/30/2023	ORSCON	ORS CONSTRUCTION		4,625.00
	0068	PROGRESS RETENTION-AUBURN		260-20220	-625.00
	0068	PROGRESS PYMT-AUBURN		260-3320-53977	5,250.00
9798	3/30/2023	QUINMO	QUINTIN'S MOBIL		423.59
	1010264	FUEL		555-3150-53014	33.81
	1013379	FUEL-MTCE VEH		555-3150-53014	85.53
	1013773	FUEL-MTCE VEH		555-3150-53014	64.20
	1014199	555-3150-53014		555-3150-53014	106.00
	1014720	FUEL-MTCE VEH		555-3150-53014	68.26
	1015394	FUEL-MTCE VEH		555-3150-53014	65.79
9799	3/30/2023	RESOUR	RESOURCE BUILDING MATERIALS		779.80
	3540716	CONCRETE SUPPLIES		100-3330-53822	287.12
	3547255	CONCRETE/REBAR		100-3330-53822	341.57
	3549316	SCOOP WASHED PLASTER SAND		100-3330-53822	151.11
9800	3/30/2023	SPOH	SPOHN RANCH		25,270.50
	LP017	LP PARK SURFACE BASKETBALL COURTS		280-5606-59300	25,270.50
9801	3/30/2023	SOSUBW	SUBURBAN WATER SYSTEMS		657.64
	180022547233	02/22-03/23 WTR-6000076363		200-3120-53714	155.02
	180032249886	02/17-03/21 WTR-6000060246		200-3120-53714	110.47
	180032249890	02/17-03/21 WTR-6000060264		200-3120-53714	159.74
	180032251183	02/22-03/23 WTR-6000078449		200-3120-53714	59.95
	180042035901	02/22-03/23 WTR-60000133466		200-3120-53714	41.07
	180051863755	02/17-03/21 WTR-6000064023		200-3120-53714	131.39
9802	3/30/2023	TERMI	TERMINIX PROCESSING CENTER		90.00
	431087946	03/ SR CENTER PEST CONTROL		100-4130-53813	90.00
9803	3/30/2023	TCS	TOTAL COMPENSATIONS SYSTEMS INC		1,980.00
	11613	GASB 75 VALUATION SVC-1ST PYMT		100-1130-53111	1,980.00
9804	3/30/2023	ULINE	ULINE		13,918.21
	160936233	FLAT LID RECEPTACLE		210-3130-53816	892.84
	160951393	PALLET RACKS		100-5596-59300	9,640.28
	161092591	FLAT LID RECEPTACLE		100-3330-53822	892.84
	161181691	FLAT LID RECEPTACLE		210-3130-53816	892.09
	161231354	SAFETY CONE/MOP KIT		100-3330-53012	620.76
	161240339	SAFETY BOLLARD		100-3330-53822	979.40
9805	3/30/2023	UNREN	UNITED RENTALS		3,391.03
	210688076-007	TRAILER TILT RENTAL		100-3330-53822	543.75
	210699856-008	SKID STEER BUCKET RENTAL		100-3330-53822	2,847.28

Payment Number	Payment Date / Payable Number	Vendor # / Description	Vendor Name	Account Number	Payment Amount / Item Amount
9807	3/30/2023	WILENG	WILLDAN ENGINEERING		124,619.03
	002-28432	02/23 BLDG & SAFETY SVC		100-3310-53111	36,091.07
	003-37410	02/23 ENGINEERING PERMITS		100-3110-53120	6,747.00
	003-37426	02/23 ST IMPROVEMENT VARIOUS ST FY 22/23		215-5587-59210	55,760.00
	003-37429	02/23 BUS SHELTER REPLACEMENT		210-5547-59600	25,210.96
	00624996	01/23 LANDSCAPE PLAN-15448 AMAR RD		100-3110-53111	810.00
9808	3/30/2023	WILFIN	WILLDAN FINANCIAL SERVICES		1,475.00
	010-54007-1	21/22 ANNUAL CONTINUING DISCLOSURE SVC		100-1130-53111	150.00
	010-54007-1	21/22 ANNUAL CONTINUING DISCLOSURE SVC		203-3120-53111	587.50
	010-54007-1	21/22 ANNUAL CONTINUING DISCLOSURE SVC		205-3120-53111	587.50
	010-54007-1	21/22 ANNUAL CONTINUING DISCLOSURE SVC		500-3210-53111	150.00
DFT0001980	3/24/2023	OFFJUS	OFFICE OF JUSTICE PROGRAMS		346.41
	INV0008768	JAG GRANT REFUND		245-45100	346.41
DFT0001981	3/24/2023	LAPCOM	LA PUENTE COMMUNITY FOUNDATION		462.00
	INV0008770	RE-PAYMENT OF CASH RECEIPT		100-47260	462.00
DFT0001982	3/30/2023	WEXBANK	WEX BANK		6,380.42
	88026356	03/23 FUEL PURCHASE		555-3150-53014	6,380.42
DFT0001983	3/30/2023	BANK	US BANK		42,894.86
	2230053	2022 SERIES A BOND INTEREST PYMT		300-1135-53990	42,895.04
	2230053	2022 SERIES A BOND INTEREST PYMT		400-10120	-0.18
DFT0001984	3/30/2023	BANK	US BANK		118,826.78
	2230056	2020 SERIES A BOND INTEREST PYMT		300-10120	-0.20
	2230056	2020 SERIES A BOND INTEREST PYMT		300-1135-53990	118,826.98
				Grand Total:	**784,323.73**

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	179,138.43
200 - GAS TAX FUND	40,202.06
203 - MEASURE M FUND	587.50
205 - MEASURE R FUND	587.50
210 - PROP A FUND	35,479.87
215 - PROP C FUND	55,760.00
245 - JAG GRANT FUND	346.41
260 - CDBG PROGRAM FUND	4,625.00
263 - AMERICAN RESCUE PLAN ACT FUND	3,069.00
280 - MISCELLANEOUS GRANTS FUND	278,873.86
284 - MEASURE W	4,706.05
285 - LIGHTING & LANDSCAPE MAINTENANCE	1,755.99
300 - CITYWIDE DEBT SERVICE	161,721.82
400 - CAPITAL PROJECTS FUND	-0.18
500 - SEWER CONSTRUCTION/MAINTENANCE FUND	150.00
550 - EQUIPMENT REPLACEMENT FUND	3,411.81
555 - VEHICLE MAINTENANCE & REPLACEMENT FUND	13,908.61
Grand Total:	**784,323.73**

Account Summary

Account Number	Account Name	Payment Amount
100-1100-53111	Contract Services - Private	2,500.00
100-1120-53011	Operating Supplies	260.31
100-1120-53111	Contract Services - Private	858.75
100-1120-53115	Contract Services - Election	58,415.32
100-1130-53011	Operating Supplies	137.53
100-1130-53111	Contract Services - Private	8,380.00
100-1135-53406	Recruitment Expenses	217.00
100-1150-53011	Operating Supplies	4,265.09
100-1150-53211	Postage & Mailing Services	645.78
100-1150-53711	Utility - Gas	2,446.98
100-1150-53715	Utility - Communications	22.82
100-1150-53813	Facility Maintenance	1,012.32
100-1150-53911	Equipment Lease/Rental	1,189.76
100-2110-53114	Legal Services - General	1,980.94
100-2110-53151	Education & Training	391.57
100-2130-53012	Small Tools & Equipment	209.80
100-2130-53111	Contract Services - Private	65.00
100-3100-53012	Small Tools & Equipment	865.37
100-3110-53111	Contract Services - Private	810.00
100-3110-53120	Engineering Permits	6,747.00
100-3110-53121	Industrial Waste Inspecti…	1,245.17
100-3310-53111	Contract Services - Private	36,091.07
100-3320-53111	Contract Services - Private	1,109.40
100-3330-53011	Operating Supplies	162.09
100-3330-53012	Small Tools & Equipment	1,519.39
100-3330-53015	Uniform/Boot Reimburse…	708.58
100-3330-53813	Facility Maintenance	14,720.33
100-3330-53822	Park Maintenance & Repa…	10,968.03
100-3330-53972	Conferences & Meetings	274.00
100-3330-53976	Special Departmental	5.50
100-4100-53011	Operating Supplies	141.90
100-4100-53111	Contract Services - Private	180.22
100-4100-53711	Utility - Gas	367.02
100-4100-53714	Utility - Water	460.43
100-4100-53715	Utility - Communications	47.52
100-4100-53811	Equipment Maintenance	1,326.95

Account Summary

Account Number	Account Name	Payment Amount
100-4100-53813	Facility Maintenance	50.00
100-4100-53979	Special Events	875.64
100-4110-53012	Small Tools & Equipment	100.00
100-4110-53711	Utility - Gas	954.34
100-4110-53714	Utility - Water	460.43
100-4110-53813	Facility Maintenance	53.00
100-4110-53976	Special Departmental	820.00
100-4110-53980	Sports Activities	64.00
100-4130-53711	Utility - Gas	626.70
100-4130-53715	Utility - Communications	361.78
100-4130-53813	Facility Maintenance	1,142.05
100-4140-53976	Special Departmental	191.00
100-4140-53979	Special Events	2,538.27
100-47260	Recreation Programs	462.00
100-48900	Miscellaneous	50.00
100-5596-59300	Construction Costs	9,640.28
200-3120-53714	Utility - Water	1,826.81
200-3120-53817	Street/Sidewalk Mainten…	2,918.84
200-3120-53819	Signal Maintenance	33,652.20
200-3120-53821	Traffic Markings/Signs	1,804.21
203-3120-53111	Contract Services - Private	587.50
205-3120-53111	Contract Services - Private	587.50
210-3130-53816	Bus Shelter Maintenance	8,345.01
210-3130-53915	Public Transit Subsidy	1,923.90
210-5547-59600	Other Services	25,210.96
215-5587-59210	Design Engineering	55,760.00
245-45100	Federal Grant	346.41
260-20220	Retention Payable	-625.00
260-3320-53977	Grants & Loans - Resident…	5,250.00
263-3320-53111	Contract Services - Private	3,000.00
263-3320-53406	Recruitment Expenses	69.00
280-20220	Retention Payable	-3,100.00
280-5606-59300	CONSTRUCTION COSTS	281,973.86
284-3100-53111	Contract Services - Private	4,706.05
285-3330-53111	Contract Services - Private	1,608.50
285-3330-53711	Utility - Gas	250.31
285-3330-53715	Utility - Communications	47.18
285-3330-53822	Park Maintenance & Repa…	-150.00
300-10120	Cash with Fiscal Agent	-0.20
300-1135-53990	Interest Payments	161,722.02
400-10120	Cash with Fiscal Agent	-0.18
500-3210-53111	Contract Services - Private	150.00
550-6100-53018	Computer Hardware & Su…	3,411.81
555-3150-53014	Fuel	7,408.61
555-3150-54484	Vehicle Purchase	6,500.00
	Grand Total:	**784,323.73**

Project Account Summary

Project Account Key		Payment Amount
None		753,310.07
100023E		832.00
100923E		37.00
30123E		4,625.00
30223E		1,109.40
61723E		1,913.91
70923E		22,496.35
	Grand Total:	**784,323.73**

RESOLUTION NO. SA 23-102

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE LA PUENTE COMMUNITY DEVELOPMENT COMMISSION ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE AMOUNT OF $1,475.00 (WARRANT REGISTER 69)

THE CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE LA PUENTE COMMUNITY DEVELOPMENT COMMISSION DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

<u>SECTION 1:</u> That in accordance with Section 37202 of the Government Code, the Director of Administrative Services, or designated representative, hereby certifies, and the City Manager hereby approves the accuracy of the following demands and the availability of funds for payment thereof.

APPROVED | EXAMINED

____
Bob Lindsey, City Manager

____
Troy Grunklee, CPA
Director of Administrative Services

<u>SECTION 2</u>: That the following claims and demands numbered 131 haves been audited as required by law and the same are hereby allowed in the amounts hereinafter set forth on the attached Check Registers.

CERTIFIED, PURSUANT TO GOVERNMENT CODE, SECTION 37208, AS CONFORMING TO ADOPTED BUDGET, EXCEPT WARRANT NOS: <u>NONE</u>

____
Martha Torres, City Clerk

PASSED, APPROVED AND ADOPTED this 11th day of April by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

____
Charlie Klinakis, Mayor

ATTEST:

____
Martha Torres, City Clerk

City of La Puente

Check Register Report

By Payment Number

Payment Dates 3/1/2023 - 3/31/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
131	3/30/2023	WILFIN	WILLDAN FINANCIAL SERVICES		1,475.00
	010-54007	21/22 ANNUAL CONTINUING DISCLURE SVC		610-5100-53111	1,475.00
				Grand Total:	**1,475.00**

Report Summary

Fund Summary

Fund		Payment Amount
610 - SUCCESSOR AGENCY FUND		1,475.00
	Grand Total:	**1,475.00**

Account Summary

Account Number	Account Name	Payment Amount
610-5100-53111	Contract Services - Private	1,475.00
	Grand Total:	**1,475.00**

Project Account Summary

Project Account Key		Payment Amount
None		1,475.00
	Grand Total:	**1,475.00**

City of La Puente
AGENDA REPORT

To: Mayor and City Council — For meeting of: April 11, 2023

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: CONSIDERATION OF A RESOLUTION ADOPTING FINDINGS AND DISPENSING WITH THE COMPETITIVE BIDDING PROCESS, AND APPROVAL OF AN AGREEMENT WITH HDL, COREN AND CONE FOR PROPERTY TAX CONSULTING & AUDITING SERVICES

BACKGROUND

Since 2010, the City of La Puente has contracted with HdL Coren & Cone for property tax consulting and auditing services. The cost of these services has been $10,560.00 since 2018.

DISCUSSION

In May 2016, the City entered into an agreement with HdL Coren & Cone (HdL) to provide property tax consulting and auditing services. The agreement was for a three (3) year term and the City's option for five, one (1) year terms. The City took advantage of all of the extensions. In the second year of the 2016 agreement, the fee changed per the agreement to $10,560 per year and has remained unchanged throughout all of the extensions.

City staff is recommending the City approved an agreement with HdL for two years, and may be extended for five, one-year terms by mutual written agreement of the parties. The fee for the yearly services has been increased to $11,615.00 in the new agreement, which as stated previously has not been increased since 2018.

Pursuant to Section 2.20.090(f) of the City's Municipal Code, the City may dispense with formal bidding procedures when there is a determination "that due to the nature of the supplies, equipment, or professional services, bidding is not likely to result in the lowest price." HdL is a state-wide expert in property tax data analysis with over 240 public agency clients and has an extensive history with the City of La Puente. HdL has developed a comprehensive database for the City of La Puente and Staff uses the database for a variety of uses such as property owner verification, property owner notifications, and property tax forecasting and analysis. There are a few companies that can provide the above mentioned type of information to the City and it has been determined by staff that, due to the information that has been provided and the time, effort and resources that it would take to obtain information and provide this service, another company could not provide a similar service for less cost.

FISCAL IMPACT

Base fee of $11,615 plus 25% of property tax revenues recovered or reallocated for Fiscal Year 2023-24 and will be included in the operating budget for the upcoming fiscal year.

RECOMMENDATION

It is recommended that the City Council (1) adopt the Resolution 23-5787 making findings and dispensing with the competitive bidding process, and (2) approve the agreement with HdL, Coren and Cone and authorize the City Manager to execute the Agreement on behalf of the City.

ATTACHMENTS

Attachment A: Professional Services Agreement
Attachment B: Resolution 23-5787

CITY OF LA PUENTE

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of May 24, 2023, between the City of La Puente, a municipal corporation (“City”), and HdL Coren & Cone, a California Corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, property tax revenues can be verified and potentially increased through a system of continuous monitoring, identification and reconciliation to county records; and

WHEREAS, an effective program of property tax management will assist the City in fiscal, economic and community development planning; and

WHEREAS, City desires the property tax data based reports and data analysis required to effectively manage the City property tax base and identify and recover revenues misallocated within the City, or to other jurisdictions; and

WHEREAS, Consultant is a state-wide expert in such data analysis with over 240 public agency clients for whom such services are performed and has the programs, equipment, data and personnel required to deliver the property tax services referenced herein; and

WHEREAS, City prefers to pay for certain of such services through a contingency arrangement where payment is made from monies recovered and Consultant is willing to base its compensation on such a risk-based formula; and

WHEREAS, City desires to engage Consultant to perform the services described herein, and Consultant desires to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect for an initial two-year term unless sooner terminated pursuant to the provisions of this Agreement. This Agreement may be extended for five, one-year terms by mutual written agreement of the parties.

2. SERVICES

(a) Consultant shall perform the tasks (“Services”) described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full (“Scope of Services”). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) City shall have the right to request, in writing, changes to the 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.

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a manner in conformance with the standards of quality normally observed by an entity providing Property Tax Consulting/Audit Services serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq*.)). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

The City Manager, or his/her designee, shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The City agrees to pay Consultant quarterly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit C ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Eleven Thousand Six Hundred and Fifteen Dollars ($11,615.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) For base services which are payable on a contingent basis, Consultant shall receive twenty-five percent (25%) of general fund or tax increment property tax revenue or other revenues attributable to Successor Agency, City, Districts, or funds recovered or reallocated which are directly or indirectly the result of an audit, analysis or consultation performed by Consultant (including but not limited to base year value audits; administration of tax sharing agreements; tax increment allocation reviews; county allocation reviews). Consultant shall separate and support said reallocation and provide City with an itemized invoice showing all amounts due as a result of revenue recovery or reallocation.

(c) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

(d) Consultant shall submit invoices on a quarterly basis. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. <u>SUSPENSION OR TERMINATION OF AGREEMENT</u>

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 5 of this Agreement.

6. <u>OWNERSHIP OF DOCUMENTS</u>

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement excluding Consultants standard details, standard specifications and calculations. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. <u>INDEMNIFICATION</u>

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which

Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) Duty to Defend

In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters in an amount that is proportionate to the finding of liability against Consultant.

Payment by City is not a condition precedent to enforcement of this indemnity.

8. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

10. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

11. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

If to City:

Bob Lindsey, City Manager
City of La Puente
15900 E. Main Street
La Puente, CA 91744
Tel: (626) 855-1501

With a copy to:

Jesse Jauregui, Esq.
Olivarez Madruga Law Organization, LLP
500 S. Grand Avenue, 12th Floor
Los Angeles, CA 90071
Tel: (213) 744-0099

If to Contractor:
Nichole Cone-Morishita, CFO
HdL Coren & Cone
120 S. State College Blvd., Suite 200
Brea, CA 92821
Email: ncone@hdlcompanies.com
Tel: (714) 879-5000

15. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include and indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconstultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the negligent services performed by a subconsultant under this Agreement.

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. 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 in its amended form shall be enforceable. 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 thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

20. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

21. WAIVER

The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

22. REMEDIES

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 of 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 of all of such other rights, powers or remedies.

(Signatures on following page)

23. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

"CITY"
City of La Puente

By:________________________________
Bob Lindsey, City Manager

"CONSULTANT"
HdL Coren & Cone

By: Nichole Cone-Morishita
Nichole Cone-Morishita, CFO

Attest:

By:________________________________
____________, City Clerk

Approved as to form:

By:________________________________
City Attorney

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Schedule of Performance
	Exhibit C	Rate Schedule
	Exhibit D	Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

1) BASE SERVICES

a) Contingent Fee

i) Analysis and Identification of Misallocation of Errors

(1) In the first year of the Agreement, and as necessary thereafter but not less than once every five (5) years, Consultant shall conduct an analysis to identify and verify the City parcels on the secured Property Tax Roll which are not properly attributed to the City, and will provide the correct TRA designation to the proper County agency

(2) Consultant shall annually reconcile the annual auditor-controller assessed valuations report to the assessor's lien date rolls and identify discrepancies

(3) Consultant shall annually review parcels on the unsecured Property Tax Roll to identify inconsistencies such as value variations, values being reported to a mailing address rather than the situs address, and errors involving TRSs (to the extent records are available)

(4) Consultant may audit general fund or tax increment property tax revenue or other revenues attributable to the Successor Agency and City, districts (including but not limited to base year audits; administration of tax sharing agreements; tax increment allocation reviews; county allocation and payments reviews)

b) Fixed Fee

i) Annual Services - Consultant shall provide the following:

Annually, after the Property Tax Roll is available:

(1) Consultant shall establish a database for City that will be available through Consultant's online property tax application

(2) Utilizing the Database, Consultant will provide:

(a) A listing of the major property owners in the City, including the assessed value of their property

(b) A listing of the major property tax payers, including an estimate of property taxes

(c) A listing of property tax transfers which occurred since the prior lien date

(d) A comparison of property within the City by county-use code design

(e) A listing by parcel of new construction activity between tax years to provide reports for use in the City's preparation of Gann (Propositions 4 and 111) State Appropriations Limit calculations

(f) Calculate an estimate of property tax revenue anticipated to be received for the fiscal year by the City. This estimate is based upon the initial information provided by the County and is subject to modification. This estimate shall not be used to secure the indebtedness of the City

(g) Development of forecast of estimated general fund property tax revenue for future fiscal years
(h) Development of historical trending reports involving taxable assessed valued for the City, median and average sales prices, foreclosure activity and related economic trends

(3) Upon written request, analysis based on geographic areas designated by the City to include assessed valuations and square footage computations for use in community development planning

ii) Successor Agency Services - Consultant shall provide the following, (including but not limited to)

(1) Annual tax increment projections and, as requested, cash flow analysis for the Successor Agency by Project Area
(2) Review of Redevelopment Obligation Payment Schedules (ROPS) as requested.
(3) Provide property tax information to the Oversight Board at the direction of the Successor Agency
(4) Provide access to the Oversight Board to City and former redevelopment agency documents at the direction of the Successor Agency
(5) Monitor the County distribution of tax-sharing revenues to the taxing entities of the former redevelopment agency
(6) Advice and consultation on the City/Successor Agency's preparation of required reports, such as revenue projections; review of Recognized Obligation Payment Schedules (ROPS), submittals to the Oversight Board and/or County or State agencies, and new or revised legislative requirements
(7) Analysis of legislative and judicial matters impacting Redevelopment Property Tax Trust Fund (RPTTF) revenues to the Successor Agency and to the City.

iii) Quarterly Services/Monthly - Consultant shall provide the following:

(1) A listing of property tax appeals filed on the properties in the City
(2) A listing of property transfers that have occurred since the last report
(3) Monthly update of Consultant's web-based software program to include parcel transfer data and, in select counties, appeal updates

iv) On-Going Consultation - Consultant shall provide the following:

(1) Consultant will serve as the City's resource staff on questions relating to property tax and assist in estimating current year property tax revenues. On-going consultation would include, but not be limited to, inquiries resolved through use of City's database

2) <u>OPTIONAL SERVICES (available on a time and material basis)</u>

a) **Specified Data –** Generation of specialized data-based reports or the development of special geo-based designations from City maps or geographic areas which would require additional programming, the purchase of additional data, costs for county staff research, additional historical parcel tracking by Consultant or similar matters not necessary to carry out services outlined in Section 1

b) **County Research –** Any research with County agencies for which Consultant does not have a current database
c) **Specialized Services –** Other services for which the Consultant has expertise as requested by the City
d) **Additional Meetings Requested –** Meetings in excess of the annual meeting to review the analysis of property tax data, trending information, and other findings with the City shall be considered an Optional Service

EXHIBIT B

SCHEDULE OF PERFORMANCE

TIMELINE FOR DELIVERABLES

July/August	Data available for consultant to purchase from counties
September 30	Data available on HdLCC's web-based property tax application
September-October	Unsecured audits performed and forwarded to county assessor
October	Appeals quarterly updates emailed in counties where the data is available
October-February	Delivery of preliminary property tax reports
January	Appeals quarterly updates emailed in counties where the data is available
January/February	General Fund Budget Projections
April	Appeals quarterly updates emailed in counties where the data is available
April/May	Final Books – Addendums emailed to City
July	Appeals quarterly updates emailed in counties where the data is available
Ongoing	Secured Audits – City Property sales reports City and Successor Agency mid-year budget reviews and budget projections Analytical work at the request of City Monthly updates of database with property sale information

EXHIBIT C

RATE SCHEDULE

1) BASE SERVICES

   a. Consultant shall provide the Base Services described in the Scope of Services for a fixed annual fee of $11,615.00 (invoiced quarterly)

2) BASE CONTINGENT FEES

   a. For Base Services which are payable on a contingent basis, Consultant shall receive twenty-five percent (25%) of general fund or tax increment property tax revenue or other revenues attributable to City, Successor Agency, districts or funds recovered or reallocated which are directly or indirectly the result of an audit, analysis or consultation performed by Consultant (including but not limited to base year value audits; administration of tax sharing agreements; tax increment allocation reviews; county allocation reviews). Consultant shall separate and support said reallocation and provide City with an itemized invoice showing all amounts due as a result of revenue recover or reallocation. City shall pay audit fees after Consultant's submittal of evidence that corrections have been made by the appropriate agency. Payment to consultant shall be made after City receives its first remittance advice during the fiscal year for which the correction applies.

3) OPTIONAL SERVICES

Fees for Optional Services as outlined in the Scope of Work shall be billed at the following hourly rates:

Partner	$250 per hour
Principal	$225 per hour
Programmer	$200 per hour
Associate	$175 per hour
Senior Analyst	$125 per hour
Analyst	$ 90 per hour
Administrative	$ 70 per hour

Hourly rates are exclusive of expenses and are subject adjustment as stated in Section 1 of the Base Services, not to exceed five percent (5%) per year. Additionally, expenses for Optional Services shall be billed at actual incurred costs.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000.00 per occurrence, $2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any hired, non-owned or rented vehicles, in an amount not less than $1,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000.00).

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

RESOLUTION NO. 23-5787

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, ADOPTING FINDINGS TO DISPENSE WITH THE COMPETITIVE BIDDING PROCESS AND APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND HDL COREN & CONE FOR PROPERTY TAX CONSULTING & AUDITING SERVICES

WHEREAS, the City has adopted a purchasing system to establish efficient procedures for the purchase of equipment and professional services, to ensure that services are delivered at the lowest possible cost commensurate with the quality needed, and to assure the quality of purchases; and

WHEREAS, pursuant to Section 2.20.090(f) of the City's Municipal Code ("Code"), Agreements for professional services may be executed without observing the bidding procedures if the City Manager determines that informal or formal competitive process is unnecessary because a professional services provider is the best provider for a particular agreement based on some or all of these factors: demonstrated competence; qualifications for the types of services to be performed; experience; knowledge of the city due to a long- standing relationship; reasonableness of cost to perform work; or other similar relevant criteria; and

WHEREAS, HdL Coren & Cone has provided the City with property tax consulting and auditing services since 2010 and has acquired pertinent knowledge of the City's property ownership and tax information; and

WHEREAS, during its tenure with the City, HdL has developed a comprehensive database that required extensive input by City Staff, and has developed programs customized for the City, that are used by City Staff for a multitude of purposes; and

WHEREAS, HdL Coren & Cone is one of the oldest and most experienced companies that provide property tax services in Southern California. Given its experience in providing property tax consulting and auditing services to cities throughout California, its history in providing these services to the City, and the length of time it would take a vendor to develop and provide to the City the type of information and programs currently provided by HdL, the City has determined that HdL Coren & Cone continues to be capable of providing the City with services that will meet the City's needs, and the competitive bidding process will not likely result in the lowest price to the City for these services.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA PUENTE HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

SECTION 1. That pursuant to the findings set forth in the recitals above, which are incorporated herein by reference, competitive bidding will not likely result in the lowest price to the City for property tax consulting and auditing services, and therefore it is in the best interests of the City to dispense with the City's competitive bidding requirements, and approve the professional services agreement between the City and HdL Coren & Cone for property tax consulting and auditing services.

SECTION 2. That the City Council authorizes the City Manager to execute the professional services agreement with HdL Coren & Cone for property tax consulting and auditing services and any other ancillary documents that may be necessary to carry out this Resolution, subject to approval as to form by the City Attorney.

SECTION 3. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 4. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 11^{th} of April 2023, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Charlie Klinakis, Mayor

ATTEST:

Martha Torres, MPA, City Clerk

City of La Puente
AGENDA REPORT

To: Mayor and City Council For meeting of: April 11, 2023

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: CONSIDERATION OF A RESOLUTION DECLARING AS SURPLUS PROPERTY TWO VEHICLES IN THE CITY'S FLEET, AUTHORIZING THE SALE OF THE SURPLUS VEHICLES BY ENTERPRISE FLEET MANAGEMENT

BACKGROUND

The City has adopted a system for disposing of surplus personal property that is for the common benefit of the City, and that ensures the City recoups the highest revenues for the property.

Pursuant to Section 2.20.120(a) of the City's Municipal Code ("Code"), at such times as determined by the purchasing officer, reports shall be prepared showing all supplies and equipment which are no longer used or which have become obsolete or worn out. The purchasing officer shall have the authority to sell, trade or exchange all supplies and equipment. All surplus property valued at more than five hundred ($500.00) dollars requires a council resolution declaring it surplus. Additionally, Section 2.20.120(b)(3) of the Code states the purchasing officer is hereby authorized to dispose of surplus goods which are not used or needed or which have become unsuitable for city use. Such goods may be disposed of by any of the following procedures; sold at public auction conducted by a professional auctioneer.

DISCUSSION

The City fleet shows two (2) vehicles which will be replaced by newer vehicles that the City will now lease through Enterprise Fleet Management. That vehicle is:

YEAR	MAKE	MODEL/ DESCRIPTION	GAS, HYBRID OR CNG	VIN
2015	Ford	F-250	CNG	1FT7X2A61FEB32513
2003	Ford	F-350	Gas	1FDWF36S33EB93668

Staff recommends that the City Council approve resolution No. 23-5789, declare the vehicles as surplus and authorize disposal of said item. The City's purchasing officer has determined that the auction process will allow the City to recoup a greater amount of revenue from the sale than selling the vehicles through the informal bidding process, and will require the use of less valuable City resources, including staff time.

One of the many services that Enterprise Fleet Management provides is the ability to take surplus vehicles and sell them through the auction process. This is the same process that the City has used in the past with another vendor. Enterprise Fleet Management will charge a service fee of $300 for the vehicle that will be auctioned off. The service fee noted also includes picking the vehicles up from the City location and transporting to the facility for auction.

FISCAL IMPACT

The expected General Fund revenue from the sale of this vehicle is $5,000 - $6,000.

RECOMMENDATION

It is recommended that the City Council: (1) adopt Resolution No. 23-5788 and declare as surplus property, two vehicles in the City's fleet, authorizing the sale of the surplus vehicles at auction; and (2) authorize the City Manager to execute the Agreements on behalf of the City.

ATTACHMENTS

Attachment "A": Resolution No. 23-5788

RESOLUTION NO. 23-5788

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, DECLARING AS SURPLUS PROPERTY TWO VEHICLES IN THE CITY'S FLEET, AUTHORIZING THE SALE OF THE SURPLUS VEHICLES AT AUCTION, AND APPROVING AN ASSIGNMENT AGREEMENT AMD CONSIGNMENT AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT FOR THE SALE OF THE VEHICLES

WHEREAS, in accordance with the provisions of Government Code Section 37350, the City is permitted to dispose of personal property for the common benefit; and

WHEREAS, the City has adopted a system for disposing of surplus personal property that is for the common benefit of the City, and that ensures the City recoups the highest revenues for the property; and

WHEREAS, pursuant to Section 2.20.120(a) of the City's Municipal Code ("Code"), at such times as determined by the purchasing officer, reports shall be prepared showing all supplies and equipment which are no longer used or which have become obsolete or worn out. The purchasing officer shall have the authority to sell, trade or exchange all supplies and equipment. All surplus property valued at more than five hundred ($500.00) dollars requires a council resolution declaring it surplus; and

WHEREAS, pursuant to Section 2.20.120(b)(3) of the City's Code, the purchasing officer is hereby authorized to dispose of surplus goods which are not used or needed or which have become unsuitable for city use. Such goods may be disposed of by any of the following procedures; sold at public auction conducted by a professional auctioneer; and

WHEREAS, the City currently has two vehicles in its fleet that have reached the end of their useful life, and have been replaced. Therefore, staff recommends that the City Council declare the vehicles as surplus, and authorize disposal of said item. A description of the vehicles is attached hereto as Exhibit 1, and is incorporated herein by reference; and

WHEREAS, the City's purchasing officer has determined that the auction process will allow the City to recoup a greater amount of revenue from the sale than selling the vehicles and will require the use of less valuable City resources, including staff time.

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. Given the age and the mileage of the vehicles set forth in Exhibit A, and the costs associated with the maintenance of said vehicles, the City Council hereby declares the vehicles as surplus property.

SECTION 3. That pursuant to Section 2.20.120(b)(3) of the City's Municipal Code, the City Council hereby authorizes to dispose of surplus goods which are not used or needed or which have become unsuitable for city use. Such goods as set forth in Exhibit 1 may be disposed of by any of the following procedures; sold at public auction conducted by a professional auctioneer.

SECTION 4. That the City Council approves the assignment and consignment agreements with Enterprise Fleet Management for the sale of the surplus vehicles at auction.

SECTION 5. That the City Council authorizes the City Manager to execute the agreements necessary to facilitate said sale, subject to approval as to form by the City Attorney, and any other ancillary documents that may be necessary to carry out this Resolution.

SECTION 6. That the City Clerk shall certify to the adoption of this Resolution and distribute a copy to the City Manager and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 11th day of April 2023, by the following vote:

AYES: COUNCILMEMBER:
NOES: COUNCILMEMBER:
ABSENT: COUNCILMEMBER:
ABSTAIN: COUNCILMEMBER:

____
Charlie Klinakis, Mayor

ATTEST:

____
Martha Torres, MPA, City Clerk

EXHIBIT 1

LIST OF SURPLUS VEHICLES
2023

YEAR	MAKE	MODEL/ DESCRIPTION	GAS, HYBRID OR CNG	VIN
2015	Ford	F-250	CNG	1FT7X2A61FEB32513
2003	Ford	F-350	Gas	1FDWF36S33EB93668

City of La Puente
AGENDA REPORT

To:	Mayor and City Council	For meeting of: April 11, 2023
From:	Bob Lindsey, City Manager	
By:	John Di Mario, Development Services Director	
SUBJECT:	CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO WEST COAST TURF FOR THE GRACE F. NAPOLITANO NATURE EDUCATION CENTER SOD INSTALLATION IN THE AMOUNT OF $24,980.00	

BACKGROUND

On March 10, 2023, the City issued a notice inviting informal bids for delivery and installation of grass sod at the Grace F. Napolitano Nature Education Center ("Nature Center").

The project includes supplying and installing 30,000 square feet of tall and fine fescue grass sod at the center and northern end of the Nature Center. The sod will be installed around and adjacent to the decomposed granite ("DG") walkway and in the new off-leash dog designated area at the northern end of the Nature Center.

DISCUSSION

The bid opening took place on March 22, 2023. The City received two bids for the project as listed below:

West Coast Turf	$ 24,980.00
Kormex Construction	89,975.00

After the process of verifying the contractor's bid submittal, references were contacted for West Coast Turf. References confirmed that the contractor's prior work was completed satisfactorily and West Coast Turf has been determined to be the lowest responsible bidder for the project.

It is anticipated that the project will begin the second week of May.

FISCAL IMPACT

The bid schedule for construction of this project totals $24,980.00. With a 10 percent (10%) project contingency of $2,498.00, the total construction project budget is $27,478.00. Funding for this project is available from the American Rescue Plan Act funds for the current Fiscal Year.

RECOMMENDATION

It is recommended that the City Council: (1) award the contract to West Coast Turf in the amount of $24,980.00; (2) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount.

ATTACHMENTS

Attachment "A": Agreement

CITY OF LA PUENTE
CONTRACT AGREEMENT
FOR
GRACE F. NAPOLITANO NATURE EDUCATION CENTER SOD INSTALLATION

This contract agreement is made and entered into for the above-stated project this 11th day of April, 2023, by and between the City of La Puente, as AGENCY and West Coast Turf, a California corporation, as Contractor.

WITNESSETH that AGENCY and Contractor have mutually agreed as follows:

ARTICLE I

The Contract Documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices; together with this contract agreement and all required bonds, insurance certificates, permits, notices, and affidavits and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, Contractor agrees to furnish all materials and perform all work required for the above-stated project and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

Contractor agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents and also including those arising from actions of the elements, unforeseen difficulties, or obstructions encountered in the prosecution of the work and also including those arising from actions of the elements, unforeseen difficulties, or obstructions encountered in the prosecution of the work, suspension, or discontinuance of the work and all other unknowns or risks of any description connected with the work.

ATTACHMENT A

ARTICLE IV

AGENCY hereby promises and agrees to employ and does hereby employ, Contractor to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the contract documents.

ARTICLE V

Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California.

ARTICLE VI

Contractor agrees to indemnify and hold harmless AGENCY and all of its officers and agents from any claims, demands, or causes of action including related expenses, attorney's fees, and costs based on, arising out of, or in any way related to the work undertaken by Contractor hereunder. In the event the insurance coverage is on a claims made basis the Contractor shall indemnify and hold harmless the AGENCY and all of its officers and agents from any and all claims, demands, or causes of action that arise after the expiration of the Contractor's current policy or after the service contract has ended, for any occurrences arising out of or any way related to the work undertaken by the Contractor. The liability insurance coverage values shall be:

Insurance Coverage Requirements	Limit Requirements
Comprehensive General Liability	$1,000,000
Product/Completion Operations	$1,000,000
Contractual General Liability	$1,000,000
Comprehensive Automobile Liability	$1,000,000

A combined single-limit policy with aggregate limits in the amount of $2,000,000 will be considered equivalent to the required minimum limits. The issuer shall be an "admitted surety insurer" duly authorized to transact business under the laws of the State of California.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California with a rating of A:VIII by A.M. Best & Co. Any deviation from this rule shall require specific approval in writing from the AGENCY.

Insurance shall name the City of La Puente, its officers, agents, and employees as additional insured by endorsement of the Contractor's policy. A copy of the endorsement, showing policy limits, shall be provided to the AGENCY on or before signing this contract.

ARTICLE VII

Contractor affirms that the signatures, titles, and seals set forth hereinafter the execution of this contract agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest herein.

ARTICLE VIII

BLANK

ARTICLE IX

Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the AGENCY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the AGENCY or any authorized representative and will be retained for 5 years after the expiration of this Contract unless permission to destroy them is granted by the AGENCY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this contract agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this ________ day of April, 2023.

Contractor: ____
(Signature)

Name and Title (Printed) ____

Contractor's License No. ____

Agency Business License No. ____________________________________

Federal Tax Identification No. ___________________________________

Note: Contractor signature must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.

AGENCY: ____
City Manager of the City of La Puente

Attested: ____
City Clerk of the City of La Puente

Approved
as to form: ____
City Attorney of the City of La Puente

City of La Puente
AGENDA REPORT

To: Mayor and City Council — For meeting of: April 11, 2023

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director
Rey Alfonso, Deputy City Engineer

SUBJECT: CONSIDERATION OF AUTHORIZATION TO SOLICIT BIDS FOR THE STREET IMPROVEMENTS ON VARIOUS CITY STREETS FY 2022-23 PROJECT

BACKGROUND

The proposed street improvements are in accordance with the City's Pavement Management Program with the following street segments to be resurfaced as part of this Project. The street segments are also shown on the attached map as Attachment "A".

- Aileron Avenue from Mentz Street to Cambay Street
- Alley, East of Hacienda – Hayland to Fairgrove
- Alley, East of Hacienda – Hayland South to End
- Alley, East of Glendora – Hudson to Mentz
- Ansted Drive from Main Street to North End
- Beckner Street from Sunkist Avenue to Willow Avenue
- Beckner Street from Orange Avenue to Tonopah Avenue
- Cambay Street from Del Valle Avenue to Ocala Avenue
- Cambay Street from Lanny Avenue to Aileron Avenue
- Chatterton Avenue from Main Street to Inyo Street
- Flagstaff Street from Ardilla Avenue to East End
- Flagstaff Street from Sunkist Avenue to East End
- Hayland Street from Hacienda Boulevard to Stimson Avenue
- Hudson Avenue from Glendora Avenue to East End
- Lang Avenue from Moccasin Street to Nelson Avenue
- Larimore Avenue from Loukelton Avenue to Mentz Avenue
- Larimore Avenue from Mentz Street to Cambay Street
- Las Vecinas Drive from Ardilla Avenue to East End
- Las Vecinas Drive from Sunkist Avenue to East End
- Marston Avenue from Main Street to North End
- Mayland Avenue from Nelson Avenue to Temple Avenue
- Mentz Street from Del Valle Avenue to Aileron Avenue
- Moccasin Street from Ardilla Avenue to East End
- Moccasin Street from Sunkist Avenue to East End
- Moccasin Street from Tonopah Avenue to Lang Avenue

- Montana Avenue from Glendora Avenue to 5th Street
- Northam Street from Wickford Avenue to Main Street
- Ocala Avenue from Mentz Street to Cambay Street
- Prichard Street from Sunkist Avenue to Sandia Avenue
- Puente Avenue (Northbound) from Nelson Avenue to North City Limit
- Rorimer Street from Wickford Avenue to East End
- Salais Street from Wickford Avenue to East End
- Sandia Avenue from Nelson Avenue to Nelson Avenue to Prichard Street
- Sandspring Drive from Homeward Street to Amar Road
- Severing Drive from Main Street to North End
- Stimson Avenue from Montana Avenue to Temple Avenue
- Temple Avenue from Glendora Ave to East City Limit (260' East of Del Valle Ave)
- Wickford Street from Main Street to Inyo Street

DISCUSSION

Plans, specifications and cost estimates for construction of the subject project have been completed and the project is ready to be advertised for formal bid. The Engineer's Estimate for construction is $4,890,000. This Project also includes the expansion to the parking lot at City Hall to add an additional 13 parking spaces at the north end of the parking lot.

In accordance with the City's Pavement Management Program, the proposed roadway improvements will consist of the pavement resurfacing 38 street segments consisting of approximately 5.5 miles of City streets and alleyways at various locations. The work will include cold-milling the existing pavement; repairing localized pavement failures; constructing a rubberized asphalt concrete overlay; repairing damaged sidewalk, curb and gutter; adjusting utility manholes to grade; constructing ADA curb ramps; installing thermoplastic traffic striping and pavement markings; and replacing traffic signs within the project limits.

The following is the proposed schedule for implementation of this Project:

April 11, 2023	Authorization to Solicit Bids
May 25, 2023	Bid Opening
June 13, 2023	Award of Contract
July 10, 2023	Begin Construction (Projected)
Dec. 1, 2023	Project Completion (Projected)

FISCAL IMPACT

The estimated cost for construction of this project is $4,890,000. The current Fiscal Year 2022-23 Capital Improvement Program budget includes funding for this Project from various funding sources which include the following: SB1 - $1,000,000; 2019 Series A and B bond proceeds - $1,678,500; and Proposition C - $1,000,000 for a total of $3,678,500. As this project will be carried over into Fiscal Year 2023-24, additional funding will become available to allocate to this project based on the bids received at the time the City Council considers the award of contract in June.

RECOMMENDATION

It is recommended that the City Council: (1) approve the plans and specifications for the construction of the Street Improvements on Various City Streets FY 2022-23 project; and (2) authorize Staff to solicit for bids.

ATTACHMENTS

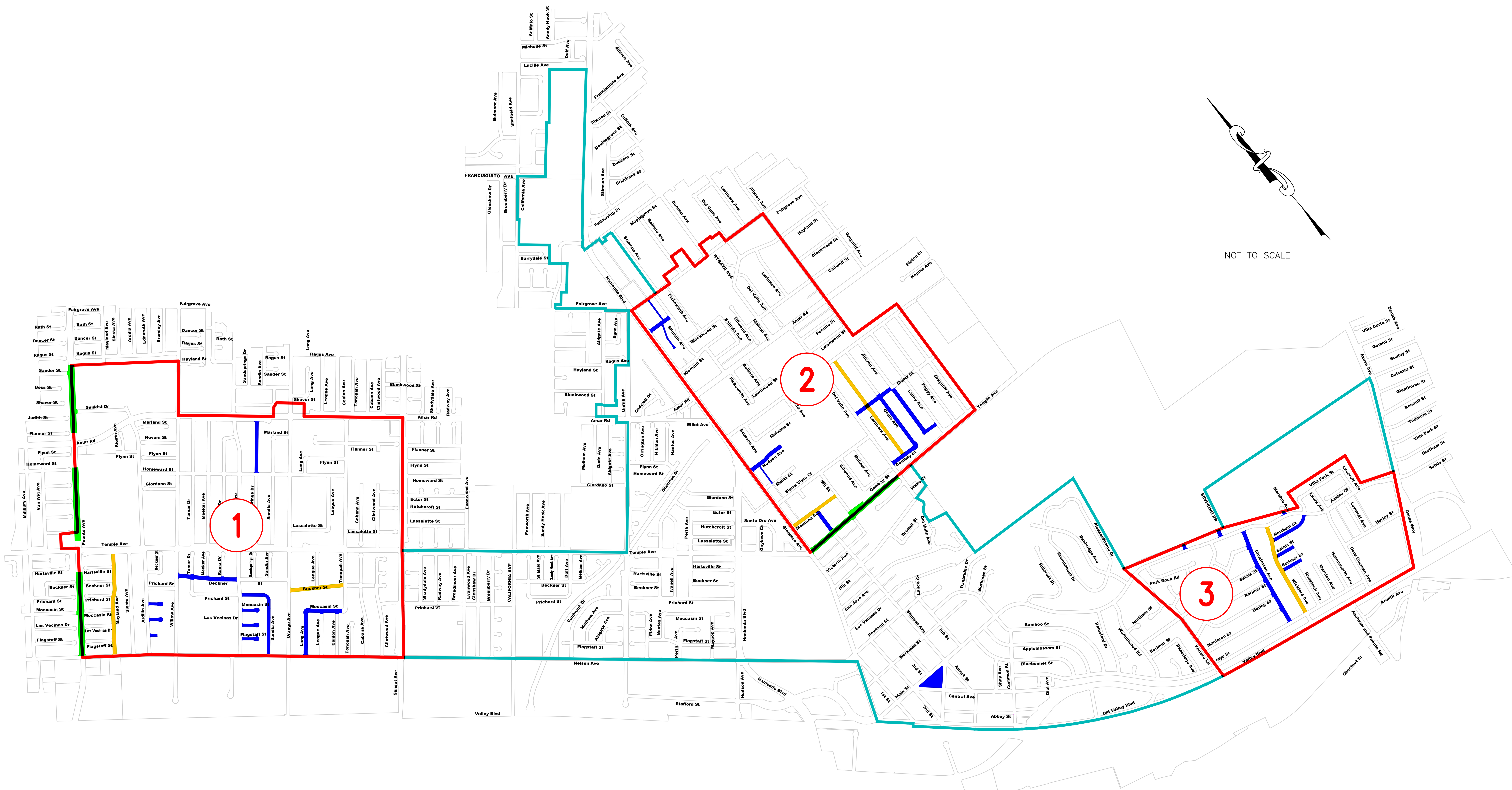
Attachment “A”: Street Segments Map
Attachment “B”: Construction Drawings and Bid Specifications (on file in the City Clerk’s Office for public review)

CITY OF LA PUENTE

STREET IMPROVEMENT PLAN 2023

LEGEND:

- CITY BOUNDARY
- PROJECT ZONES
- SB-1 STREETS
- PROP "C" STREETS
- LOCAL FUNDS STREETS



ATTACHMENT A

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City of La Puente
AGENDA REPORT

To:	Mayor and City Council	For meeting of: April 11, 2023
From:	Bob Lindsey, City Manager	
By:	John Di Mario, Development Services Director Gisel Rubio, Rehabilitation Grant Specialist	
SUBJECT:	CONSIDERATION OF A RESOLUTION APPROVING PARTICPATION IN THE LOS ANGELES URBAN COUNTY PERMANENT LOCAL HOUSING ALLOCATION PROGRAM	

BACKGROUND

In 2020, the City was notified that the Los Angeles Community Development Authority ("LACDA") applied for and was awarded funding of a grant from the California Department of Housing and Community Development ("HCD") under the Permanent Local Housing Allocation ("PLHA") Program. PLHA is an SB 2 funded program that provides an on-going source of funding through the State Property Transfer Fees to increase affordable housing stock in California. The LACDA, on behalf of the County, will administer the program and make available funding to Urban County Participating Cities, such as La Puente.

Following the announcement, on October 13, 2020, the City Council approved a resolution to participate in the PLHA Program to provide down-payment assistance loans to first-time homebuyers in the City. In approving Resolution No. 20-5587, the City Council approved use of these funds for year one of the program. At the City Council meeting of July 13, 2021, the City Council adopted a similar resolution (Resolution No. 21-5643) approving use of these funds for year two of the program. However, due to procedural issues between HCD and the LACDA, the program and funding was put on hold, and Staff was not able to move forward with the implementation of the program.

Staff recently met with staff with the LACDA and it was shared that the issues have been fully resolved and the City's funding is now becoming available to move forward with implementing the program. The City's initial allocations for Fiscal Year 2021-22 and 2022-23 was $213,514 and $331,867, respectively, and currently remains intact for use by the City.

DISCUSSION

As a result of the delays with the initial awarding of the grant funds, a new resolution in necessary to begin the process be able to spend the PLHA funds in the upcoming and future fiscal years. The City currently has an initial funding allocation of $545,381.00 to be expended prior to December 31, 2024. On-going funding in future years is anticipated to be approximately $352,000 annually which could increase each year over time.

Included as Attachment "A" is a Resolution that states the City's desire to continue to participate in the PLHA Program beginning July 1, 2023 and continue with the previously approved first-time homebuyer down-payment assistance program as the approved program for use of the funds. Staff is currently in the process of developing the program guidelines and supporting documents which will come before the City Council for consideration and approval prior to program implementation.

FISCAL IMPACT

It is anticipated that these funds will be allocated to the City similar to the CDBG program, which is on a reimbursement basis. There is no direct impact to the City's General Fund and it is anticipated that a portion of the funds can be charged for City personnel costs to manage, oversee, and deliver the program to the community.

RECOMMENDATION

It is recommended that the City Council: (1) adopt Resolution No. 23-5789 approving participation in the Los Angeles Urban County Permanent Local Housing Allocation Program; and (2) authorize the City Manager to execute all documents necessary to effectuate this Program.

ATTACHMENTS

Attachment "A": Resolution No. 23-5789

RESOLUTION NO. 23-5789

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, APPROVING PARTICIPATION IN THE LOS ANGELES URBAN COUNTY PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

WHEREAS, on August 22, 1974, the President of the United States signed into law the Housing and Community Development Act of 1974 ("Act"); and

WHEREAS, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low- and moderate-income; and

WHEREAS, Permanent Local Housing Allocation ("PLHA") is an SB2 funded program that provides ongoing permanent source of funding through the State Property Transfer Fees to increase affordable housing; and

WHEREAS, on October 13, 2020, the City of La Puente approved Resolution No. 20-5587 to participate in the Los Angeles County Permanent Local Housing Allocation Program beginning FY 2020-2021; and

WHEREAS, on July 13, 2021, the City of La Puente approved Resolution No. 21-5643 to participate in the Los Angeles County Permanent Local Housing Allocation Program FY 2021-2022; and

WHEREAS, the City of La Puente has received notification of the availability of a total of $545,381 in PLHA funds representing Year 1 and Year 2 allocations to further the attainment of these goals; and

WHEREAS, the City of La Puente wishes to participate in the Los Angeles County Permanent Local Housing Allocation Program beginning July 1, 2023 for homeownership opportunities assistance; and

WHEREAS, the City of La Puente authorizes the execution of a Reimbursable Contract with the County of Los Angeles in order to receive said PLHA funds; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA PUENTE HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

SECTION 1. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. The City Manager and/or his designee is authorized to adjust the program budget as necessary to take into account the final PLHA allocation and any amounts remaining unspent at the close of the fiscal year.

SECTION 3. That the City Manager and/or his designee is authorized to execute the contractual and related documents prepared by the County of Los Angeles that are required for the implementation of the projects/programs set forth herein.

SECTION 4. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 5. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 11th day of April, 2023, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

____
Charlie Klinakis, Mayor

ATTEST:

____
Martha Torres, MPA, City Clerk

City of La Puente
AGENDA REPORT

To:	Mayor and City Council	For meeting of: April 11, 2023
From:	Bob Lindsey, City Manager	
By:	City Attorney's Office	

SUBJECT: CONSIDERATION OF A RESOLUTION AUTHORIZING PARTICIPATION IN THE NEW NATIONAL OPIOD SETTLEMENT AUTHORIZING THE CITY TO ENTER INTO FIVE NATIONAL OPIOIDS SETTLEMENT AGREEMENTS WITH WALMART, CVS, WALGREENS, TEVA, AND ALLERGAN, ALLOWING THE CITY MANAGER TO EXECUTE THE NECESSARY AGREEMENTS

BACKGROUND

Staff recommends that the City Council discuss granting authorization to City staff to execute documents necessary to have the City enter into five nationwide opioids litigation settlement agreements with Teva, Allergan, CVS, Walgreens, and Walmart and also authorize the City's entry into the related State-Subdivision agreements with the Attorney General.

Since 2017, state and local governments in California and around the United States have pursued litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals to hold them financially responsible for the opioid epidemic's local impacts. These national litigation matters are and were being handled as multi-district litigation matters in federal court, involving many public entity plaintiffs filing suit. (*In Re: National Prescription Opiate Litigation*, U.S. District Court, Northern District of Ohio, Eastern Division, Case No. 1:17-MD-02804.)

Nationwide settlements were previously reached totaling $26 billion with various opioids manufacturers and distributors, including McKesson, AmerisourceBergen, Cardinal Health, and Jansen. The City entered into these settlements, called the Distributors and Jansen settlements, in 2021 and settlement payments have been made to the City.

Retailers Settlements

Nationwide settlements were recently announced with pharmaceutical manufacturers Teva and Allergan, and retailers/pharmacies CVS, Walgreens, and Walmart. These settlements allow for non-litigating public entities to join in the settlements in exchange for a release against these parties. Cities have until **April 18, 2023** to join.

The five settlements total approximately $20.2 billion, payable to states and local governments, and with payments spanning anywhere from three (3) to fifteen (15) years. The five settlement agreements each contain hundreds of pages and are online at www.oag.ca.gov/opioids.

Approximately $1.8 billion of the total settlement is intended for California, with seventy (70) percent ($1.26 billion) targeted for local governments. The funds intended for local governments are known as the “Abatement Fund.” Eligible cities that decline participating in these settlements will have their prospective settlement funds paid to the State of California.

Cities can elect to have all or a portion of their settlement funds directed to the County, or the funds can be directed to the City for expenditure with restrictions, recordkeeping requirements, and State oversight. A city’s share allocated to a county is not required to be spent exclusively for abatement activities in that city but will instead become part of the county’s share of the Abatement Fund.

Settlement funds must be spent on opioid remediation. At least half of the funds must be spent on what are called “high impact abatement activities” as identified in the California State Subdivision Agreements, which delineate how opioid settlement funds can be spent.

The five high impact abatement activities are listed as follows:

- Provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;
- Creating new or expanded Substance Use Disorder (SUD) treatment infrastructure;
- Addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;
- Diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and unsworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or
- Interventions to prevent drug addiction in vulnerable youth.

City’s Prospective Settlement Funds

It is currently unknown exactly how much the City of La Puente could receive from these five settlement agreements. It is also unknown when the settlement administrator will begin making settlement payments to local governments. However, settlement payments should occur more expeditiously as settlement funds have already been distributed to California cities under the Distributors and Jansen settlements.

Each California city is allocated a percentage of the approximately $1.26 billion Abatement Fund. These percentages are set forth in Appendix 1 of each of the State-Subdivision Agreements. The City’s share of the California Abatement Fund is anticipated to be a product of the Abatement Fund total multiplied by the City’s percentage.

Appendix 1 identifies the City’s Abatement Percentage as 0.002 percent. Thus, a rough calculation results in a very approximate total payout figure of $25,200.00 to the City. However, staff cautions that this unofficial figure is most likely subject to change and should not be relied on for official purposes.

RECOMMENDATION

It is recommended that the City Council: (1) adopt Resolution No. 23-5790, authorizing the City Manager to release the five settling defendants in exchange for the consideration set forth in the Subdivision Participation Forms and California State-Subdivision Agreements; (2) authorize the City Manager to execute the Subdivision Participation Forms for each of the five settlements (Teva, Allergan, CVS, Walgreens, and Walmart) and any and all documents ancillary thereto; and (3) authorize the City Manager to execute the proposed California State-Subdivision Agreements for each of the five settlements (Teva, Allergan, CVS, Walgreens, and Walmart), and any and all documents ancillary thereto.

FISCAL IMPACT

The City Council's adoption of Resolution No. 23-5790 and entering into the agreements will result in increased financial resources to battle the opioid epidemic's local impacts.

If approved, the City will become eligible to receive funds for opioid abatement purposes, in an amount to be determined.

ATTACHMENTS

Attachment A:	Proposed Resolution No. 23-5790
Attachment B:	Subdivision and Special District Settlement Participation Form – Allergan Settlement
Attachment C:	Subdivision and Special District Settlement Participation Form – Teva Settlement
Attachment D:	Subdivision and Special District Settlement Participation Form – CVS Settlement
Attachment E:	Subdivision and Special District Settlement Participation Form – Walgreens Settlement
Attachment F:	Subdivision and Special District Settlement Participation Form – Walmart Settlement
Attachment G:	Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Allergan Settlement
Attachment H:	Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Teva Settlement
Attachment I:	Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – CVS Settlement
Attachment J:	Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Walgreens Settlement
Attachment K:	Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Walmart Settlement

RESOLUTION NO. 23-5790

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AUTHORIZING THE CITY TO ENTER INTO THE SETTLEMENT AGREEMENTS WITH WALGREENS, TEVA, ALLERGAN, CVS, AND WALMART, AGREE TO THE TERMS OF THE RELATED STATE-SUBDIVISION AGREEMENTS, AND AUTHORIZE ENTRY INTO THE RELATED STATE-SUBDIVISION AGREEMENTS WITH THE ATTORNEY GENERAL

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

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

WHEREAS on or about November 14, 2022, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and Walmart Inc. ("Walmart"); and

WHEREAS on or about November 22, 2022, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and Teva Pharmaceutical Industries Ltd. and all of its respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns, including but not limited to Teva Pharmaceuticals USA, Inc., Actavis LLC (f/k/a Actavis Inc.), Actavis Elizabeth LLC, Actavis Kadian LLC, Actavis Pharma, Inc. (f/k/a Watson Pharma, Inc.), Actavis Kadian LLC, Actavis Laboratories UT, Inc. (f/k/a Watson Laboratories, Inc. – Utah), Actavis Mid Atlantic LLC, Actavis Totowa LLC, Actavis Laboratories FL, Inc. (f/k/a Watson Laboratories, Inc. – Florida), Actavis South Atlantic LLC, Warner Chilcott Company LLC, and Watson Laboratories, Inc., and Anda Inc. (collectively, "Teva"); and

WHEREAS on or about November 22, 2022, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and Allergan Finance, LLC (f/k/a Actavis, Inc., which in turn was f/k/a Watson Pharmaceutics, Inc.) and Allergan Limited (f/k/a Allergan plc, which, in turn, was f/k/a Actavis plc) (collectively, "Allergan"); and

WHEREAS, on or about December 9, 2022, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and CVS Health Corporation and CVS Pharmacy, Inc. and all of their past and present direct and indirect parent and subsidiaries (collectively, "CVS"); and

WHEREAS, on or about December 9, 2022, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and Walgreen Co. ("Walgreens"); and

WHEREAS, CVS, Teva, Walgreens, Walmart, and Allergan shall be referred in this Resolution as "Settling Defendants"; and

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

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

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

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

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

WHEREAS, copies of the Allocation Agreements for all of the settlements with the Settling Defendants have been provided with this Resolution; and

WHEREAS, the Allocation Agreements allocate the California Opioid Funds 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 Settlements shall be combined pursuant to the Allocation Agreements, and 15% of total from each settlement 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"); and

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

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

WHEREAS, the funds in the CA Abatement Accounts Fund (the 70% allocation) 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 (those above 10,000 in population). The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 to the Allocation Agreements and provided to the City Council with this Resolution. The City's share of the CA Abatement Accounts Fund will be a product of the total in the CA Abatement Accounts Fund multiplied by the City's percentage set forth in Appendix 1 of the Allocation Agreements (the "Local Allocation"); and

WHEREAS, a CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, unless the city elects to take a direct election of the settlement funds, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA PUENTE HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

<u>SECTION 1.</u> The above recitals are true and correct and are incorporated herein by reference.

<u>SECTION 2.</u> The City Council hereby approves and authorizes City Manager to settle and release the City's claims against the Settling Defendants in exchange for the consideration set forth in the Settlement Agreements, Allocation Agreements and all exhibits thereto.

<u>SECTION 3.</u> The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

<u>SECTION 4.</u> That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 11th day of April, 2023, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

____
Charlie Klinakis, Mayor

ATTEST:

____
Martha Torres, MPA, City Clerk

EXHIBIT K

Subdivision and Special District Settlement Participation Form

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

[ ] Yes [ ] No

Governmental Entity: La Puente city	State: CA
Authorized Signatory: Bob Lindsey	
Address 1: 15900 E. Main St.	
Address 2:	
City, State, Zip: La Puente, CA 91744	
Phone: 626-855-1500	
Email: blindsey@lapuente.org	

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

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.

2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.

3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.

4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.

5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.

8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.

11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

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

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

Signature: ______________________

Name: Bob Lindsey

Title: City Manager

Date: April 11, 2023

Exhibit K

Subdivision and Special District Settlement Participation Form

Governmental Entity: La Puente city	State: CA
Authorized Signatory: Bob Lindsey	
Address 1: 15900 E. Main St.	
Address 2:	
City, State, Zip: La Puente, CA 91744	
Phone: 626-855-1500	
Email: blindsey@lapuente.org	

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

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.

2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.

3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.

4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.

5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.

ATTACHMENT C

8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.

9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entitles and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.

11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

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

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

Signature: ____________________

Name: Bob Lindsey

Title: City Manager

Date: April 11, 2023

EXHIBIT K

Subdivision Participation and Release Form

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

[ ] Yes [ ] No

Governmental Entity: La Puente city	State: CA
Authorized Signatory: Bob Lindsey	
Address 1: 15900 E. Main St.	
Address 2:	
City, State, Zip: La Puente, CA 91744	
Phone: 626-855-1500	
Email: blindsey@lapuente.org	

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

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.

7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.

10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

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

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

Signature: ______________________

Name: Bob Lindsey

Title: City Manager

Date: April 11, 2023

EXHIBIT K

Subdivision Participation and Release Form

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

[ ] Yes [ ] No

Governmental Entity: La Puente city	State: CA
Authorized Signatory: Bob Lindsey	
Address 1: 15900 E. Main St.	
Address 2:	
City, State, Zip: La Puente, CA 91744	
Phone: 626-855-1500	
Email: blindsey@lapuente.org	

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

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.

7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.

10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

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

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

Signature: ______________________________

Name: Bob Lindsey

Title: City Manager

Date: April 11, 2023

EXHIBIT K

Subdivision Participation Form

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

[ ] Yes [ ] No

Governmental Entity: La Puente city	State: CA
Authorized Official: Bob Lindsey	
Address 1: 15900 E. Main St.	
Address 2:	
City, State, Zip: La Puente, CA 91744	
Phone: 626-855-1500	
Email: blindsey@lapuente.org	

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

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com/.

3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.

4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.

7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

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

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

Signature: ______________________

Name: Bob Lindsey

Title: City Manager

Date: April 11, 2023

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

1. Introduction

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

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

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

2. Definitions

a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Allergan Settlement Agreement.

b) *Teva Settlement Agreement* means the Teva Settlement Agreement dated November 22, 2022, and any revision thereto.

c) *CVS Settlement Agreement* means the CVS Settlement Agreement dated December 9, 2022, and any revision thereto as well as any modification thereto entered into by the State of California and CVS.

d) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.

e) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.

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

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

f) *Walgreens Settlement Agreement* means the Walgreens Settlement Agreement dated December 9, 2022, and any revision thereto.

g) *Walmart Settlement Agreement* means the Walmart Settlement Agreement dated November 14, 2022, and any revision thereto.

h) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, San Leandro Unified School District, Pleasant Valley School District Board, and LA Care Health Plan.

i) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

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

3. General Terms

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

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

4. State Allocation

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

A. State of California Allocation

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

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Allergan Settlement Agreement.

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of

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

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

d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Allergan Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.

e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Allergan Settlement Agreement and this CA Allergan Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Allergan Settlement Agreement.

b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:

(1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;

(2) creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure;

(3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;

(4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or

(5) interventions to prevent drug addiction in vulnerable youth.

c) The California Department of Health Care Services ("DHCS") may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.

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

iii. CA Abatement Accounts Fund Oversight

a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Allergan Settlement Agreement and this CA Allergan Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Allergan Settlement Agreement or this CA Allergan Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.

c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.

d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Allergan Settlement Agreement or this CA Allergan Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.

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

C. CA Subdivision Fund

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

The CA Subdivision Funds will be allocated as follows:

a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;

b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.

c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

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

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

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

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

5. State and Subdivision Reporting

a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.

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

c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.

d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Allergan Settlement Agreement and this CA Allergan Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section VIII(C) of the Allergan Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Allergan.

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

6. Miscellaneous

a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Allergan Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.

b) Except as provided in the Allergan Settlement Agreement, this CA Allergan Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

c) Except as provided in the CA Allergan Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

d) Except as provided in the Allergan Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

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

Signature: ______________________

Name: Bob Lindsey

Title: City Manager

Date: April 11, 2023

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

1. Introduction

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

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

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

2. Definitions

a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Teva Settlement Agreement.

b) *Allergan Settlement Agreement* means the Allergan Settlement Agreement dated November 22, 2022, and any revision thereto.

c) *CVS Settlement Agreement* means the CVS Settlement Agreement dated December 9, 2022, and any revision thereto as well as any modification thereto entered into by the State of California and CVS.

d) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.

e) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.

f) *Walgreens Settlement Agreement* means the Walgreens Settlement Agreement dated December 9, 2022, and any revision thereto.

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

g) *Walmart Settlement Agreement* means the Walmart Settlement Agreement dated November 14, 2022, and any revision thereto.

h) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, San Leandro Unified School District, Pleasant Valley School District Board, and LA Care Health Plan.

i) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

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

3. General Terms

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

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

4. State Allocation

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

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

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

A. State of California Allocation

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

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Teva Settlement Agreement.

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Teva

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

e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Teva Settlement Agreement and this CA Teva Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Teva Settlement Agreement.

b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:

(1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;

(2) creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure;

(3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;

(4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or

(5) interventions to prevent drug addiction in vulnerable youth.

c) The California Department of Health Care Services ("DHCS") may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.

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

iii. CA Abatement Accounts Fund Oversight

a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Teva Settlement Agreement and this CA Teva Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Teva Settlement Agreement or this CA Teva Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.

c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.

d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Teva Settlement Agreement or this CA Teva Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.

e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, 6 investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

C. CA Subdivision Fund

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

The CA Subdivision Funds will be allocated as follows:

a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;

b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.

c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

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

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

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

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

5. State and Subdivision Reporting

a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.

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

c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.

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

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

6. Miscellaneous

a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Teva Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.

b) Except as provided in the Teva Settlement Agreement, this CA Teva Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

c) Except as provided in the CA Teva Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

a) Except as provided in the Teva Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

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

Signature: ____________________

Name: Bob Lindsey

Title: City Manager

Date: April 11, 2023

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

1. Introduction

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

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

2. Definitions

a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the CVS Settlement Agreement.

b) *Allergan Settlement Agreement* means the Allergan Settlement Agreement dated November 22, 2022, and any revision thereto.

c) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.

d) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.

e) *Teva Settlement Agreement* means the Teva Settlement Agreement dated November 22, 2022, and any revision thereto.

f) *Walgreens Settlement Agreement* means the Walgreens Settlement Agreement dated December 9, 2022, and any revision thereto.

g) *Walmart Settlement Agreement* means the Walmart Settlement Agreement dated November 14, 2022, and any revision thereto.

h) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, San Leandro Unified School District, Pleasant Valley School District Board, and LA Care Health Plan.

i) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA

ATTACHMENT I

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

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

3. General Terms

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

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

4. State Allocation

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

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

A. State of California Allocation

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

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the CVS Settlement Agreement.

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA CVS Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.

e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the CVS Settlement Agreement and this CA CVS Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the CVS Settlement Agreement.

b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:

(1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;

(2) creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure;

(3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;

(4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or

(5) interventions to prevent drug addiction in vulnerable youth.

c) The California Department of Health Care Services ("DHCS") may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.

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

iii. CA Abatement Accounts Fund Oversight

a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the CVS Settlement Agreement and this CA CVS Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the CVS Settlement Agreement or this CA CVS Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.

c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.

d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the CVS Settlement Agreement or this CA CVS Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.

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

C. CA Subdivision Fund

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

The CA Subdivision Funds will be allocated as follows:

a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;

b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.

c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

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

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

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

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

5. State and Subdivision Reporting

a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.

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

c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.

d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the CVS Settlement Agreement and this CA CVS Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section V(B)(2) of the CVS Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and CVS.

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

6. Miscellaneous

a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA CVS Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.

b) Except as provided in the CVS Settlement Agreement, this CA CVS Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

c) Except as provided in the CA CVS Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

d) Except as provided in the CVS Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

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

Signature: ______________________________

Name: Bob Lindsey

Title: City Manager

Date: April 11, 2023

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

1. Introduction

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

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

2. Definitions

a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Walgreens Settlement Agreement.

b) *Allergan Settlement Agreement* means the Allergan Settlement Agreement dated November 22, 2022, and any revision thereto.

c) *CVS Settlement Agreement* means the CVS Settlement Agreement dated December 9, 2022, and any revision thereto as well as any modification thereto entered into by the State of California and CVS.

d) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.

e) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.

f) *Teva Settlement Agreement* means the Teva Settlement Agreement dated November 22, 2022, and any revision thereto.

g) *Walmart Settlement Agreement* means the Walmart Settlement Agreement dated November 14, 2022, and any revision thereto.

h) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, San Leandro Unified School District, Pleasant Valley School District Board, and LA Care Health Plan.

i) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

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

3. General Terms

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

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

4. State Allocation

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

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

A. State of California Allocation

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

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Walgreens Settlement Agreement.

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Walgreens Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.

e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Walgreens Settlement Agreement and this CA Walgreens Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Walgreens Settlement Agreement.

b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:

(1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;

(2) creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure;

(3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;

(4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or

(5) interventions to prevent drug addiction in vulnerable youth.

c) The California Department of Health Care Services ("DHCS") may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.

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

iii. CA Abatement Accounts Fund Oversight

a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Walgreens Settlement Agreement and this CA Walgreens Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Walgreens Settlement Agreement or this CA Walgreens Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.

c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.

d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Walgreens Settlement Agreement or this CA Walgreens Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.

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

C. CA Subdivision Fund

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

The CA Subdivision Funds will be allocated as follows:

a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;

b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.

c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

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

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

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

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

5. State and Subdivision Reporting

a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.

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

c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.

d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Walgreens Settlement Agreement and this CA Walgreens Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section V(B)(2) of the Walgreens Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Walgreens.

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

6. Miscellaneous

a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Walgreens Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.

b) Except as provided in the Walgreens Settlement Agreement, this CA Walgreens Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

c) Except as provided in the CA Walgreens Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

d) Except as provided in the Walgreens Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

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

Signature: ______________________________

Name: Bob Lindsey

Title: City Manager

Date: April 11, 2023

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

1. Introduction

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

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

2. Definitions

a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Walmart Settlement Agreement.

b) *Allergan Settlement Agreement* means the Allergan Settlement Agreement dated November 22, 2022, and any revision thereto.

c) *CVS Settlement Agreement* means the CVS Settlement Agreement dated December 9, 2022, and any revision thereto as well as any modification thereto entered into by the State of California and CVS.

d) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.

e) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.

f) *Teva Settlement Agreement* means the Teva Settlement Agreement dated November 22, 2022, and any revision thereto.

g) *Walgreens Settlement Agreement* means the Walgreens Settlement Agreement dated December 9, 2022, and any revision thereto.

h) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, San Leandro Unified School District, Pleasant Valley School District Board, and LA Care Health Plan.

i) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

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

3. General Terms

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

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

4. State Allocation

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

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

A. State of California Allocation

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

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Walmart Settlement Agreement.

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Walmart Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.

e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Walmart Settlement Agreement and this CA Walmart Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Walmart Settlement Agreement.

b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:

(1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;

(2) creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure;

(3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;

(4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or

(5) interventions to prevent drug addiction in vulnerable youth.

c) The California Department of Health Care Services ("DHCS") may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.

d) For the avoidance of doubt, and subject to the requirements of the Walmart Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement

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

iii. CA Abatement Accounts Fund Oversight

a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Walmart Settlement Agreement and this CA Walmart Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Walmart Settlement Agreement or this CA Walmart Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.

c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.

d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Walmart Settlement Agreement or this CA Walmart Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.

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

C. CA Subdivision Fund

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

The CA Subdivision Funds will be allocated as follows:

a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;

b) Second, funds will be allocated to Plaintiff Subdivisions that are Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.

c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

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

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

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

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

5. State and Subdivision Reporting

a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.

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

c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.

d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Walmart Settlement Agreement and this CA Walmart Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section V(B)(2) of the Walmart Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Walmart.

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

6. Miscellaneous

a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Walmart Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.

b) Except as provided in the Walmart Settlement Agreement, this CA Walmart Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

c) Except as provided in the CA Walmart Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

d) Except as provided in the Walmart Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

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

Signature:	
Name:	Bob Lindsey
Title:	City Manager
Date:	April 11, 2023

City of La Puente
AGENDA REPORT

To: Mayor and City Council   For meeting of: April 11, 2023

From: Bob Lindsey, City Manager

By: Alex Bauman, Director of Community Services

SUBJECT: UPDATE AND DISCUSSION REGARDING COMMUNITY SERVICES PROGRAMMING

BACKGROUND/DISCUSSION

City Staff will provide an update on programming within the Community Services Department.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council discuss this item and provide any necessary direction to Staff.

ATTACHMENTS

None.