CITY OF REDLANDS

CITY COUNCIL

A G E N D A

October 7, 2025

MARIO SAUCEDO
Mayor

MARC SHAW
Mayor Pro Tempore

PAUL BARICH
Council Member

EDDIE TEJEDA
Council Member

DENISE DAVIS
Council Member

***

JEANNE DONALDSON
City Clerk

PHILLIP DOOLITTLE
City Treasurer

CHARLES M. DUGGAN JR.
City Manager

YVETTE M. ABICH GARCIA
City Attorney

5:00 p.m. Open Public Meeting, Public Comment (Closed Session)
6:00 p.m. Open Session (Public Meeting)

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City Council Chambers
Civic Center, 35 Cajon Street, Redlands, California

Recycled Paper

A G E N D A

The following information comprises the agenda for the regular meeting of the City Council of the City of Redlands at the times noted below in the City Council Chambers, Civic Center, 35 Cajon Street, Redlands, California, on:

TUESDAY, OCTOBER 7, 2025

To join via Zoom on a computer, laptop, or smart device
Please visit www.zoom.us, click on Join a Meeting
Enter the **Meeting ID 896 2789 8341**, then run the Zoom launcher
To join via Zoom with audio only (cell phone or landline):
Dial **1-877-853-5247**
Enter the **Meeting ID 896 2789 8341**

Should the City lose connectivity on Zoom, we will halt the meeting until it can be restored. To check on the status of remote connectivity in the event of an outage, go to the City's website at www.cityofredlands.org or to the City's Facebook page at @CityofRedlands or the Instagram page at @CityofRedlands_CityHall.

In the event the City cannot reestablish Zoom connectivity in a reasonable amount of time, the mayor will adjourn the meeting to a future date.

***PLEASE NOTE**:* Anyone desiring to speak on an agendized item at this meeting may do so during the consideration of that item. Due to time constraints and the number of persons who may wish to give oral testimony, public comments will be limited to three (3) minutes.

- **To provide comment while participating from Council Chambers:**
  - Although it is not required, speakers are encouraged to submit a "Speaker Sign Up Sheet" before the meeting is convened. Forms are available in the Office of the City Clerk or in Council Chambers.
  - After the meeting has convened, you may place the speaker form in the basket at the table along the north wall of the Chambers. Please do not disturb the City Clerk while the meeting is in progress.

- **To provide comment through Zoom (on a computer, laptop, or smart device)**:
  - Click the "Raise Hand" button and the moderator will unmute you when it is your turn to speak

- **To provide comment via audio only (cell phone or landline)**:
  - Dial *9 to "Raise Hand". The moderator will identify you by your area code and last 3 numbers of your telephone number when it is your turn to speak.



PLEASE SILENCE CELL PHONES, PAGERS AND OTHER ELECTRONIC COMMUNICATION DEVICES UPON ENTERING THE CHAMBERS

5:00 P.M.

A. **Call City Council Meeting to Order.**

B. **Public Comment**
(Any person wishing to provide public comment on a closed session matter may do so at this time.)

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C. **Recess City Council Meeting to a Closed Session**

1. Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1)
(City Attorney Garcia)
Three Cases:

   a. Rogers, et al. v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2126031
   b. Holzer v. City of Redlands, et al., San Bernardino Superior Court, Case No. CIVSB2322787
   c. Miller & Associates, Inc. v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2203755

6:00

D. **Reconvene City Council Meeting**

E. ***Invocation by Mayor Saucedo***
Pledge of Allegiance by McKinley Elementary Peer Mediators
(In keeping with long-standing traditions of legislative invocations, this City Council meeting may include a brief invocation. Such invocations are not intended to proselytize or advance any one, or to disparage any other, faith or belief. Neither the City nor the City Council endorses any particular religious belief or form of invocation.)

F. **Closed Session Report**
(No reportable action taken in closed session unless otherwise announced by the City Attorney at this time.)

G. **Presentations**

1. Redlands Pet Adoption (Redlands Animal Services)

2. Presentation of the National Fire Prevention Week Proclamation presented to Fire Chief Sessler and Fire Marshal Vince Anderson (Mayor Saucedo)

3. Presentation of the Hindu Heritage Month Proclamation presented to Roop Goyal, Human Relations Commissioner (Council Member Tejeda)

H. **Public Comment - City Council**
(At this time, the City Council will provide an opportunity for the public to address them on any subject, within the jurisdiction of the City Council, which is not already scheduled on this agenda. However, any matter that requires action will be referred to staff for a report and possible action at a subsequent meeting. Comments will be limited to three {3} minutes.)

I. **Consent Calendar**
(The following routine items have been recommended for approval and will be acted upon simultaneously unless separate discussion and/or action is requested by a Councilmember or a member of the audience.)

1. Approve minutes of the regular meeting of September 16, 2025 (City Clerk Donaldson)

2. Authorize the issuance of a Proclamation declaring October 19-25, 2025 as Childhood Lead Poisoning Prevention Week (Mayor Saucedo)

3. Authorize the issuance of a Proclamation in recognition of National Fire Prevention Week (Fire Chief Sessler)

4. Authorize the issuance of a Proclamation declaring the month of October 2025 Hindu Heritage Month in the City of Redlands (Council Member Tejeda and Mayor Saucedo)

5. Adopt Resolution No. 8721 approving the City of Redlands' participation in the National Opioids Settlement with Purdue Pharma and Additional Settling Defendants (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus) (Fire Chief Sessler)

6. Adopt Resolution No. 8718 for a new water service connection to the City of Redlands water distribution system at 1320 Malachite Avenue (APN: 0298-145-30-0000) in the unincorporated community of Mentone and adopt Resolution No. 8719 relating to Pre-Annexation Agreement No. 25-01 (Development Services Director Desatnik)

7. Notice to conduct an annual review of approved Development Agreements in accordance with Chapter 18.220 of the Redlands Municipal Code (Development Services Director Desatnik)

8. Approve a First Amendment to the Agreement with CelPlan Technologies Incorporated for Video Management System Replacement (Management Services/Finance Director Garcia)

9. Authorize the annual maintenance payment to Motorola Solutions, Inc. in the amount of $118,649.92 for the Police Department's Spillman Computer Aided Dispatch/Records Management System (Management Services/Finance Director Garcia)

10. Approve a Professional Services Agreement with Bucknam Infrastructure Group, Inc. for an amount not-to-exceed $95,593 to update the Pavement Condition Evaluation and Pavement Management System, and determination that approval of the agreement is not subject to environmental review under section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

11. Approve the Public Works Construction Contract with Metrocell Construction, Inc. for the Palo Alto Storm Drain Improvement Project for an amount not-to-exceed $83,093.80, approval of a $13,093.80 additional appropriation from the Storm Drain Fund (405) unassigned fund balance, and determine that the project is categorically exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

12. Approve a Professional Services Agreement with Raftelis Financial Consultants, Inc. (Raftelis) to prepare a Water Utility and Wastewater Utility Rate Study and determine this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

13. Approve the annual Purchase Order extension with USALCO for FY 25/26 for an amount not-to-exceed $150,000.00 and determine that approval of the purchase order extension is exempt from the California Environmental Quality Act pursuant to Section 15301 of the CEQA Guidelines (Municipal Utilities and Engineering Director Harris)

14. Adopt Resolution No. 8717 to implement STOP control on the eastbound Florida Street/17th Street intersection and determine that approval of the resolution is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

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15. Approve the use of city resources and the request for in-kind support in the amount of $2,250.00 related to the Citrus Valley Band Tournament hosted by the Citrus Valley Music Boosters on October 11, 2025; approve temporary street closures related to the event; and determine that the event is categorically exempt from environmental review pursuant to Section 15311 (c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

16. Approve the request to temporarily close San Bernardino Avenue for the REVEL Big Bear Marathon event hosted by the Brooksee Foundation on November 8, 2025; authorize the request for the sale and consumption of alcoholic beverage; and determine that the approval of the request is exempt from environmental review pursuant to Section 15311 of the state's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

17. Approve the use of city resources and the request for in-kind support in the amount of $21,301.00 related to the Veterans Day Parade event hosted by the Redlands Hometown Heroes Foundation on November 11, 2025; approve temporary street closures related to the event and the sale and consumption of alcoholic beverages; and determine that the event is categorically exempt from environmental review pursuant to Section 15311 (c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

18. Approve the use of city resources and the request for in-kind support of $900.00 related to the Resident Expo hosted by the Redlands Visitor Center on November 8, 2025; approve temporary street closures related to the event; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

J. **Communications**

1. Discussion and possible action relating to the cancellation of the January 6, 2026, regular meeting of the City Council (Mayor Saucedo)

2. Discussion and possible action relating to Paramedics Parcel Assessment and Analysis (Management Services/Finance Director Garcia)

K. **Public Hearings**

1. Public Hearing to consider Resolution Nos. 8722 and 8723, and determine that adoption of Resolution Nos. 8722 and 8723 are not subject to environmental review pursuant to Section 15061 (b)(3) of the California Environmental Quality Act
(Mayor to declare the meeting open as a public hearing)

   a. Resolution No. 8722 - Calling a special election on the question of levying special taxes within the territory to be annexed to Community Facilities District No. 2004-1; and

   b. Resolution No. 8723 - Declaring results of the special election of Annexation No. 28 to Community Facilities District No. 2004-1

(Development Services Department Director Desatnik)

2. Public Hearing to consider Resolution Nos. 8724 and 8725, and determine that adoption of Resolution Nos. 8724 and 8725 are not subject to environmental review pursuant to Section 15061 (b)(3) of the California Environmental Quality Act
(Mayor to declare the meeting open as a public hearing)

   a. Resolution No. 8724 - Calling a special election on the question of levying special taxes within the territory to be annexed to Community Facilities District No. 2004-1; and

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b. Resolution No. 8725 - Declaring results of the special election of Annexation No. 30 to Community Facilities District No. 2004-1
(Development Services Department Director Desatnik)

L. **New Business**

1. Consideration of Ordinance No. 2990 authorizing an amendment to the contract between the City Council of the City of Redlands and the Board of Administration of the California Public Employees' Retirement System (Human Resources/Risk Management Director Meteau)

2. Consideration of a Non-Professional Services Agreement with Sentry Equipment for the Wastewater Treatment Plant Secondary Clarifier Rehabilitation Project for an amount not-to-exceed $529,337.60, and determination that the project is categorically exempt from environmental review pursuant to Section 15302(c) of the State's Guidelines for Implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

3. Consideration of a First Amendment to the Public Works Construction Contract with MCC Pipeline, Inc. for the 2023 CIP Water Pipeline and Highline Replacement Project to increase the Contract contingency amount by $480,000 and authorize an additional appropriation in the amount of $480,000 from Water Fund (Municipal Utilities and Engineering Director Harris)

4. Consideration of a Non-Professional Services Agreement with BrightView Landscape Services, Inc. for the Museum of Redlands Landscape Maintenance services for a two (2) year initial term and the option to extend the initial term by one (1) additional one-year term, on the same terms and conditions, for an amount not to exceed $125,182 and determine that approval of the agreement is exempt from the California Environmental Quality Act pursuant to Section 15301(h) of the CEQA Guidelines (Facilities and Community Services Director Crocker)

5. Consideration of an agreement with Southern California Lighting Inc., DBA The Christmas Kings for holiday decor and installation services for a one (1) year initial term and the option to extend the initial term by two (2) additional one-year terms for the downtown area in an amount not-to-exceed $440,400 and determine that the approval of the agreement is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Department Director Crocker)

6. Consideration of an agreement with Larry Jacinto Farming, Inc. for as-needed Citrus Grove Farming Services of City-owned citrus groves for an amount not-to-exceed $2,316,612 for a period of up to three years and determine that approval of the agreement is exempt from the California Environmental Quality Act pursuant to Section 15301(h) of the CEQA Guidelines (Facilities and Community Services Director Tabitha Crocker)

7. Adoption of Resolution No. 8727 confirming solid waste rates and ceasing transfers of solid waste rate revenues to the PARIS program (Assistant City Manager Boatman)

M. **Individual Council Member Announcements and/or Reports on Activities**
(No collective discussion or action.)

1. Individual Council Member Report on Activities for September 2025 from Mayor Pro Tem Shaw (City Clerk Donaldson)

N. **Adjournment**
The next regular meeting of the City Council will be held on October 21, 2025.

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If you challenge any proposed development entitlement listed on this agenda in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at or prior to this public hearing.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Goutam Dobey, of the Municipal Utilities and Engineering Department at (909) 798-7584 ext 2. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

(28 CFR 35.102-35.104 ADA Title II)

Any writings or documents distributed to a majority of the City Council regarding an open session agenda item less than 72 hours before this meeting are available for public inspection at the City Clerk's Office or at the dais of the City Clerk once the open session begins.

Staff reports or other written documentation relating to items referred to on the agenda are available at the A. K. Smiley Public Library, 125 West Vine Street, Redlands, California, and on the City's website referenced below.

Regular meetings are televised live on Redlands TV Channel 3 (Spectrum) and Channel 35 (Frontier) and re-broadcast at 7:00 P.M. the following Wednesday, Friday and Sunday; and at 9:00 A.M. Thursday, Saturday and Monday. Meetings are also streamed live and archived for later viewing on demand on the City's website at www.cityofredlands.org. Agendas, staff reports and minutes of the City Council of the City of Redlands are available online at: www.cityofredlands.org.

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City Council Meeting **I. 1.**

DATE: 10/07/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve minutes of the regular meeting of September 16, 2025 (City Clerk Donaldson)

MOTION:

I move to approve the regular meeting minutes of September 16, 2025.

Attachments

9/16/25 Minutes

MINUTES

Regular meetings of the City Council and the Redlands Financing Authority of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on September 16, 2025 at 5:00 P.M.

Present: Mario Saucedo, Mayor
Marc Shaw, Mayor Pro Tempore
Paul Barich, Council Member
Eddie Tejeda, Council Member
Denise Davis, Council Member

Staff: Charles M. Duggan, Jr., City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Phillip Doolittle, City Treasurer; Janice McConnell, Assistant City Manager; Chris Boatman, Assistant City Manager; Carl Baker, Public Information Officer; Danielle Garcia, Management Services/Finance Director; Brian Desatnik, Development Services Director; John Harris, Municipal Utilities and Engineering Director; Rich Sessler, Fire Chief; Jeremy Floyd, Deputy Police Chief; Tabitha Crocker, Facilities and Community Services Director; Robert Meteau, HR/Risk Management Director

Mayor Saucedo called the meeting to order and explained that comments could be presented in-person, via Zoom, via cell phone or landline. He offered the public an opportunity to provide comment on any item on the agenda for the closed session.

PUBLIC COMMENT

None forthcoming

CLOSED SESSION

Conference with legal counsel: Existing Litigation - Government Code §54956.9(d)(1)
(City Attorney Garcia)
One Case.

a. Holzer v. City of Redlands, et al., San Bernardino Superior Court, Case No. CIVSB2322787

Conference with real property negotiators - Government Code §54956.8
(Assistant City Manager Boatman)

Property:	APN: 0292-166-08-0000 (Grove School)
Agency Negotiators:	Charles M. Duggan, City Manager; Christopher Boatman, Assistant City Manager
Negotiating Party:	Dr. Michelle Sweezey, Head of School, The Grove School

Under Negotiation:	Terms of possible property transfer to The Grove School

Performance Evaluations of Public Employees – Government Code §54957(b)(1)
Position: City Manager

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:00 P.M. with an invocation by Mayor Pro Tem Shaw. The Pledge of Allegiance to the American flag was conducted by Cram Elementary School Council.

CLOSED SESSION REPORT

City Attorney Garcia announced the following report related to Closed Session actions:
Item C.1 - No reportable action
Item C.2 - No reportable action, with Council Member Davis recusing herself from voting due to property ownership within 500 feet of the Grove School
Item C.3 - This item was not discussed during Closed Session

PRESENTATIONS

Adult Literacy Proclamation

Mayor Saucedo presented the Adult Literacy Proclamation to Don McCue, Director, A.K. Smiley Library, Board Chair Bill Hatfield, Diane Shimota, Adult Literacy Coordinator, Katherine Gifford, Adult Tutor, and Katerina Biryukova, Adult Learner, recognizing September 28, 2025 as Adult Literacy Day. Ms. Biryukova recounted her personal experiences as an adult learner, and she shared how her life has been enriched through her participation in the program.

Proclamation Recognizing Eddie Chacon's 100th Birthday

Mayor Saucedo presented a proclamation recognizing Eddie Chacon's 100th Birthday, to his daughter, Karen Chacon. Standing beside Ms. Chacon were several members of Post 650, who enthusiastically supported the celebration, honoring Eddie Chacon's military service and his dedication to his family and the community.

Recognition Military Service Member Banner

Facilities and Community Services Director Crocker and Mayor Saucedo presented a Certificate of Appreciation, recognizing the military service of Army Sergeant First Class Jeffrey D. Rendler, to his parents, Michele and Dan Rendler. Along with the Certificate, Director Crocker proudly presented the retired banner honoring Sergeant First Class Rendler, which was flown over the streets of Redlands from July 2015 to July 2025.

PUBLIC COMMENT

Freeway Signage - Udo Rollberg was concerned with signs he saw posted on the freeway overpass near Wabash Avenue, related to the recent killing of Charlie Kirk. He said the words were inflammatory. He condemned all forms of violence and urged everyone to be mindful about choosing rhetoric that could be divisive.

As clarification, City Manager Duggan pointed out the City does not have jurisdiction over freeway overpasses. Instead, freeway overpasses fall under the jurisdiction of Caltrans, and it is the City's practice to inform them immediately of anything posted on their property.

CONSENT CALENDAR

Minutes

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously approved, by roll call vote, the regular meeting of September 2, 2025.

Vote: 5 - 0 Passed

Proclamation September 28, 2025 Adult Literacy Day

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously approved, by roll call vote, the issuance of a proclamation declaring September 28, 2025 as Adult Literacy Day in the City of Redlands.

Vote: 5 - 0 Passed

Proclamation Recognizing Eddie Chacon's 100th Birthday

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously approved, by roll call vote, the issuance of a proclamation recognizing Eddie Chacon's 100th Birthday.

Vote: 5 - 0 Passed

Settlement Agreement Disclosure

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously approved, by roll call vote, the public disclosure of details of an Agreement of Settlement and General Release between the City of Redlands and Flynn Restaurant Group/Apple So Cal LLC (Flynn). Under the terms of the agreement, the City agrees to pay Flynn $55,000 to settle and dispose of disputes and controversies associated with a civil action pending in the San Bernardino Superior Court and entitled Flynn Restaurant Group/Apple So Cal LLC v. City of Redlands; San Bernardino County Superior Court Case No. CIVSB 2412340.

Vote: 5 - 0 Passed

Final Map Approval Tract No. 20528

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously approved, by roll call vote, the Final Map for Tract No. 20528 submitted by Meritage Homes. The project site is located at 1160 W. Pioneer Avenue, on the north side of Pioneer Avenue and west side of Citrus Valley High School.

Vote: 5 - 0 Passed

Resolution No. 8714 Summary Street Vacation No. 197

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously adopted, by roll call vote, Resolution No. 8714 for Street Vacation No. 197, a request to vacate a small portion of Ramona Drive, consisting of approximately 77 linear feet (1,200 square-feet) of public right-of-way, located adjacent to the property at 1300 Prospect Drive. The subject portion of right-of-way is located at the southeast corner of 1300 Prospect Drive (APN: 0174-012-07-0000). This proposal qualifies for exemption from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act Guidelines.

Vote: 5 - 0 Passed

Local Cooperative Fire Protection Agreement

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously approved, by roll call vote, the Local Cooperative Fire Protection Agreement between the City of Redlands and the U.S. Department of Agriculture, Forest Service, San Bernardino National Forest; and authorized the Mayor to execute the agreement on behalf of the City.

Vote: 5 - 0 Passed

Aerial Imagery Services Products Agreement Nearmap US, Inc

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously approved, by roll call vote, the Products Agreement with Nearmap US, Inc. to provide aerial imagery services for an amount not-to-exceed $72,213 for three years.

Vote: 5 - 0 Passed

Cal-ID/Identix Annual Payment

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously authorized, by roll call vote, the annual payment to San Bernardino County Sheriff's Department (Cal-ID/Identix) in the amount of $85,781.28 for Redlands Police Department's Fingerprint Identification Services.

Vote: 5 - 0 Passed

Amending Liftoff LLC Microsoft Office 365 Software Licensing / Consulting Services

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously approved, by roll call vote, the Second Amendment to the Agreement with Liftoff LLC for Microsoft Office 365 software licensing and consulting services. The amendment would allow the City to reallocate unspent funds from the previous 4 years of the original agreement to Year 5 of the agreement, the final year, to account for the increased cost of software licenses and any additional licensing needs that may arise.

Vote: 5 - 0 Passed

Intergovernmental Agreement Burtronics Business Systems Print Services

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously approved, by roll call vote, the Intergovernmental agreement with Burtronics Business Systems for Managed Print Services for an initial term of three years for $175,000, with an option for a one-year extended term for a total amount not-to-exceed $235,000 for as-needed services.

Vote: 5 - 0 Passed

Annual Report PARIS Program

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously agreed, by roll call vote, to receive and file the Pavement Accelerated Repair Implementation Strategy (PARIS) Program annual report.

Vote: 5 - 0 Passed

PO Joint Utilities Laboratory Consumables and Supplies

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously determined, by roll call vote, that approval of a purchase order with Evantec Corporation is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved a purchase order with Evantec Corporation for Joint Utilities Laboratory Consumables and Supplies for a total amount not-to-exceed $83,000.

Vote: 5 - 0 Passed

Redlands Police Department Tow Services Agreements

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously approved, by roll call vote, the Redlands Police Department's Tow Services Agreements with Rotational Tow Applicants: Broncs Towing Inc., Pepe’s Towing Service, Wilson’s Towing, and Armada Towing for the Term 2025-2028.

Vote: 5 - 0 Passed

ABC Grant Agreement

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously approved, by roll call vote, the agreement between the City and the Department of Alcoholic Beverage Control (ABC) for the grant provided by the Alcohol Policing Partnership (APP) program; approved the additional appropriation of $42,648 in grant funds to the Police Department; and authorized the Chief of Police to sign and execute any necessary agreements related to the grant.

Vote: 5 - 0 Passed

Juvenile Justice Crime Prevention Act Program Grant Award

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously accepted, by roll call vote, the grant award from the Juvenile Justice Crime Prevention Act Program; and authorized an additional appropriation of $40,000 to the Police Department.

Vote: 5 - 0 Passed

In-Kind Support Redlands Turkey Trot Event

On motion of Council Member Paul Barich, seconded by Council Member Eddie Tejeda, the City Council unanimously determined, by roll call vote, that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; authorized the expenditure of city resources and in-kind support in the amount of $16,397.00 related to the Redlands Turkey Trot event hosted by Phoenix Hope International; and authorized the temporary street closures related to the event, scheduled to be held on November 27, 2025.

Vote: 5 - 0 Passed

COMMUNICATIONS

Ad Hoc Committee Lead Labor Negotiator Report & Recommendation

At the regular meeting of July 15, 2025, the City Council authorized the formation of an Ad Hoc Committee of the City Council and appointed Mayor Pro Tem Shaw and Council Member Davis to the committee. The purpose of the committee was to interview experienced labor negotiators and make a recommendation for a lead labor negotiator to the full Council at a regular meeting in September. Mayor Pro Tem Shaw and Council Member Davis each offered their perspectives regarding the interviews for the selection of a Lead Labor Negotiator, and they recommended John Bakhit of Atkinson, Andelson, Loya, Ruud & Romo to the full Council. Mayor Saucedo and Council Member Tejeda thanked them for their time and thoughtful decisions.

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously agreed, by roll call vote, to direct staff to retain John Bakhit of Atkinson, Andelson, Loya, Ruud & Romo to serve as the City's lead labor negotiator for the City's upcoming contract negotiations with its bargaining units.

Vote: 5 - 0 Passed

Revenue Generating Ballot Measures for November 2026 Election

Council Member Tejeda opened the discussion, explaining his interest in pursuing new revenue sources to support City services, and in particular, he summarized three options for taxing distribution centers and warehouses. Two of these options would increase an existing tax, and the third would impose a new tax to support police and fire services. City Manager Duggan noted that staff conducted initial research to provide general information about each option. Upon direction from the Council regarding which alternative they may wish to pursue, staff would provide a more detailed report at a future meeting.

As public comment, Dennis Bell was adamantly opposed to any increase in taxes and urged the Council to be better stewards of the revenue they currently receive. Bill Blankenship, of NAIOP IE, voiced concerns that increasing taxes on the logistics industry may not be the right approach, particularly since the intended use of the additional revenue was unclear. Instead, he recommended the City explore alternative financing methods, such as bonds.

Council Members discussed at length the merits of the various options, as presented. Ultimately, they were not convinced that raising taxes was the best path forward at this time. However, there was full consensus for staff to conduct an internal review of the existing paramedic parcel assessment, option #2, as shown in the staff report. Questions to be addressed and answered included: 1) Amount of revenue currently generated by the paramedic parcel assessment; 2) Current costs of the paramedic program; Is the program underfunded and, if so, by what amount; 3) Recommendations for closing the program's funding gap. It was agreed that staff would present the results at the next City Council meeting, scheduled for October 7, 2025.

NEW BUSINESS

Property Management Services Agreement for Project Home Key

Homeless Solution Manager David Rabindranath provided background on the Homeless Resource Services Agreement with Many Mansions for property management services for the Project Home Key located at 1675 Industrial Ave. Redlands, for an amount not-to-exceed $300,000 for a period of one year with two additional one-year renewal options for a total compensation not-to-exceed $900,000. In 2022, the City converted the former Good Nite Inn into 98 studio apartments to maintain the facility as a permanent supportive housing complex for the formerly unhoused population. In order to ensure the long-term success of the project, the City committed to providing annual financial support for the project for the first 7 years, totaling approximately $3.5 million dollars.

Under the proposed agreement, Many Mansions would be responsible for managing all aspects of the property, including leasing, rent collection, and maintenance, while ensuring compliance with local regulations and federal housing standards. Many Mansions will also administer

tenant selection according to Project Homekey guidelines, prioritizing low-income households. In addition, they would work to maintain positive tenant relations, with an emphasis on counseling and referrals, and would oversee both preventive maintenance and emergency repairs as needed. Assistant City Manager Boatman pointed out that no additional funds were required for this contract.

Representing Many Mansions, President Rick Schroeder and Executive Director Douglas Menges introduced themselves and offered an overview of the company and their mission. Mayor Pro Tem Shaw asked how often the leadership team would visit the site, and in response, Mr. Schroeder confirmed the company's structure is designed for a direct and involved approach to property management.

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of the homeless resource services agreement with Many Mansions for property management services for Project Homekey is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the Agreement with Many Mansions for property management services for the Project Home Key located at 1675 Industrial Avenue, Redlands, in an amount not-to-exceed $300,000 for a period of one year with two additional one-year renewal options for a total compensation not-to-exceed $900,000.

Vote: 5 - 0 Passed

Resolution No. 8715 CDBG Funding 2025-2026

Development Services Director Desatnik presented the 2025-2026 Community Development Block Grant (CDBG) in the amount of $326,470 from the County of San Bernardino. On August 6, 2025, the City was notified of the 2025-2026 CDBG final funding award for six total projects that were approved by City Council on December 17, 2024. Five projects are community-based organizations and one is a Capital Improvement Project (CIP). The final award and amounts are as follows:

- Redlands Sylvan Park Restroom/ADA Improvements - $279,770
- FSA of Redlands - Housing and Food Program - $9,340
- Boys and Girls Club - Family Strengthening Program - $9,340
- YMCA of the East Valley - Legal Services - $9,340
- Girls on the Run - Youth Fitness Program - $9,340
- Partners Against Violence - Services for Victims of Violence - $9,340

On motion of Mayor Pro Tempore Marc Shaw, seconded by Council Member Denise Davis, the City Council unanimously accepted, by roll call vote, the 2025-2026 Community Development Block Grant funding award in the amount of $326,470; authorized an additional appropriation of $326,470 for the 2025-2026 CDBG fiscal year; and adopted Resolution No. 8715 authorizing the City Manager, or designee, to execute agreements, amendments and other related documents associated with the 2025-2026 CDBG Program Year.

Vote: 5 - 0 Passed

Sole Source Procurement & MOU Apple Valley Fire Protection District

Fire Chief Sessler described a Sole Source Procurement and Memorandum of Understanding (MOU) between the City of Redlands and the Apple Valley Fire Protection District for outfitting services of Fire Department light fleet emergency vehicles for a not-to-exceed amount of $500,000 over the initial and extended terms, to expedite the installation of essential emergency equipment, addressing delays experienced with other vendors. By utilizing Apple Valley Fire Protection District's fleet service resources, the City can ensure a quicker, more efficient deployment of fully equipped emergency vehicles, enhancing operational readiness.

On motion of Mayor Pro Tempore Marc Shaw, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, a Sole Source Procurement via Memorandum of Understanding (MOU) between the City of Redlands and the Apple Valley Fire Protection District for Outfitting Services of Fire Department light fleet emergency vehicles for a not-to-exceed amount of $500,000 over the initial and extended terms.

Vote: 5 - 0 Passed

Resolution of Intention CALPERS Amendment

Human Resources/Risk Management Director Meteau reviewed the Resolution of Intention to approve an amendment to the contract between the Board of Administration of the California Public Employees' Retirement System and the City Council of the City of Redlands. The City is required to adopt a Resolution of Intention as the initial step in the formal amendment process. The proposed amendment seeks to remove the current language excluding hourly employees from CalPERS membership, which is currently embedded in the contract between the City and the CalPERS Board of Administration. It is CalPERS' recommendation to remove the exclusion and utilize Government Code section 20305.

Adoption of the Resolution of Intention initiates the amendment process. The next step is for the City to introduce and adopt an Ordinance authorizing the amendment to the contract, which then allows CalPERS to proceed with the preparation of the final amendment documents for consideration at a future City Council meeting.

On motion of Mayor Mario Saucedo, seconded by Council Member Paul Barich, the City Council unanimously adopted, by roll call vote, a Resolution of Intention to approve an amendment to the contract between the Board of Administration of the California Public Employees' Retirement System and the City Council of the City of Redlands to remove the hourly exclusion language from the contract.

Vote: 5 - 0 Passed

Contract Award 2025 Alley Paving Improvement Project

Municipal Utilities and Engineering Director Harris highlighted a Public Works Contract with All American Building Services for the 2025 Alley Paving Improvement Project for an amount not-to-exceed $465,000.15. The Project will resurface four alleys and also remove and replace driveways and sidewalks where necessary, protect and/or replace existing utilities, trees, power poles, public and private improvements, survey monuments, construct drainage facilities, and restore all areas and improvements to pre-construction conditions.

On motion of Mayor Pro Tempore Marc Shaw, seconded by Council Member Paul Barich, the City Council unanimously determined, by roll call vote, that approval of the contract and construction of the 2025 Alley Paving Improvement Project is categorically exempt from environmental review in accordance with Section 15301(c) of the State's Guidelines implementing the California Environmental Quality Act; approved the 2025 Alley Paving Improvement Project plans and specifications, and awarded a Public Works Contract to All American Building Services for an amount not-to-exceed $465,000.15.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Saucedo reported about his travels on the new Zero Emission Multiple Unit (ZEMU) train, which has just arrived and become operational. It is powered by a hybrid hydrogen fuel cell and battery system. He participated in the Mobility 21 2025 Southern California Transportation Summit, bringing together several regional agencies to build and grow partnerships for the future. He enjoyed the Smiley Library Live event highlighting Hispanic Heritage month.

Mayor Pro Tem Shaw and Council Member Barich attended the Youth Hope Car Show at Sylvan Park.

Council Member Tejeda enjoyed the Smiley Library Live event highlighting Hispanic Heritage month.

Council Member Davis traveled on the new Zero Emission Multiple Unit (ZEMU) train, participated in an event with students from UC Riverside School of Public Policy, and she reminded everyone that applications for the upcoming session of the Redlands Youth Council are due by September 19, 2025.

ADJOURNMENT

Council Member Barich requested to close the meeting in honor of Charlie Kirk, who was murdered in a senseless shooting last week. There being no further action required, Mayor Saucedo adjourned meeting at 7:17 P.M. The next regular meeting of the City of Redlands City Council will be held on October 7, 2025.

REDLANDS FINANCING AUTHORITY

Chairman Saucedo called the meeting to order and offered anyone present the opportunity to address the Board on any subject, not already on the agenda, within the jurisdiction of the Redlands Financing Authority.

PUBLIC COMMENT

None forthcoming

Minutes

On motion of Board Member Barich, seconded by Board Member Tejeda, the minutes of the regular meeting of May 20, 2025, were unanimously approved, by roll call vote.

Vote: 5 - 0 Passed

ADJOURNMENT

There being no further business, the Redlands Financing Authority adjourned at 7:18 P.M. The next regular meeting of the Agency will be held on January 20, 2026.

City Council Meeting **I. 2.**

DATE: 10/07/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize the issuance of a Proclamation declaring October 19-25, 2025 as Childhood Lead Poisoning Prevention Week (Mayor Saucedo)

MOTION:

I move to authorize the issuance of a Proclamation declaring October 19-25, 2025 as Childhood Lead Poisoning Prevention Week.

Attachments

Childhood Lead Poisoning Prevention Week 2025

PROCLAMATION

Childhood Lead Poisoning Prevention Week

WHEREAS, one of government's important responsibilities is to keep its constituents safe from environmental hazards. Lead poisoning is among the most pervasive of these, as lead occurs in soil, groundwater, and human-made materials such as paint and plumbing fixtures. Lead exposure is especially harmful to children under the age of six. It is vital that we take the necessary steps to make sure that we have a safe environment in the City of Redlands; and

WHEREAS, one of our most important responsibilities is to promote the health of our citizens. While there are many dangers that require caution, lead poisoning poses a threat to residents of all ages, especially to children under the age of six years. It is vital to take the necessary steps to ensure we have a safe environment in the City of Redlands; and

WHEREAS, protecting children from lead is vital to lifelong health. Even small amounts of lead in the body have been shown to impact IQ, ability to pay attention, and academic achievement. The damaging effect of lead exposure often go undetected, as initial symptoms may not be apparent. A blood lead test is the best way to identify if a child has been exposed to lead; and

WHEREAS, lead can be found in many products and locations, lead exposure is preventable; and therefore, City of Redlands residents are encouraged to learn about the risks and potential sources of lead exposure, and the steps we can take to protect our children; and

WHEREAS, Redlands youth deserve a bright future, and this week, Redlands residents are encouraged to learn about the dangers that lead poisoning presents and ways to best prevent them in your family; and

WHEREAS, the City of Redlands supports the endeavors of the San Bernardino County Department of Public Health in its efforts to educate the community and local agencies regarding the hazards of lead poisoning;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim October 19-25, 2025, as "Childhood Lead Poisoning Prevention Week".

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 7th day of October, 2025.

_____

Mario Saucedo, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **I. 3.**

DATE: 10/07/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize the issuance of a Proclamation in recognition of National Fire Prevention Week (Fire Chief Sessler)

MOTION:

I move to authorize the issuance of a proclamation recognizing National Fire Prevention Week from October 5-11, 2025.

RECOMMENDATION:

Staff recommends that the City Council authorize the issuance of a proclamation declaring October 5–11, 2025, as Fire Prevention Week in the City of Redlands.

DISCUSSION:

The City of Redlands is committed to ensuring the safety and security of all residents and visitors. Fire remains a serious public safety concern both locally and nationally, and the growing presence of lithium-ion batteries in everyday household devices introduces unique fire hazards. The 2025 Fire Prevention Week theme, *“Charge into Fire Safety"*, highlights three important calls to action:

1. Buy only listed electronic products;
2. Charge batteries safely; and
3. Recycle equipment responsibly.

Recognizing October 5–11, 2025, as Fire Prevention Week will help raise awareness about these safety practices and support community engagement in fire prevention efforts. As part of the City’s observance, the Redlands Fire Department will host its annual Open House & Public Safety Fair at Fire Station 261 (525 E. Citrus Avenue) on Saturday, October 11, from 10:00 A.M. to 1:00 P.M. This event will showcase public safety resources and promote fire prevention education.

SUBMITTED BY:
Rich Sessler, Fire Chief

Attachments

Proclamation Fire Prevention Week

PROCLAMATION

2025 Fire Prevention Week

WHEREAS, the City of Redlands is committed to ensuring the safety and security of all those living in and visiting our community; and

WHEREAS, fire remains a serious public safety concern both locally and nationally, and the presence of lithium-ion batteries in many household devices introduces unique fire risks; and

WHEREAS, most of the electronics used in homes daily — including smartphones, tablets, laptops, power tools, e-bikes, e-scooters, and toys — are powered by lithium-ion batteries, which if misused, damaged, or improperly charged, can overheat, start a fire, or explode; and

WHEREAS, the 2025 Fire Prevention Week™ theme, "Charge into Fire Safety™," identifies three key calls to action: Buy only listed electronic products, charge batteries safely, and recycle equipment responsibly.

NOW, THEREFORE, BE IT RESOLVED that the City Council of City of Redlands does hereby recognize October 5–11, 2025, as National Fire Prevention Week in the City of Redlands and encourages all community members to practice fire safety throughout the year. Our community is also encouraged to attend the Redlands Fire Department Open House & Public Safety Fair at Fire Station 261 (525 E. Citrus Avenue) on October 11 from 10:00 A.M. to 1:00 P.M. to support the many public safety activities and efforts of City of Redlands emergency services.

IN WITNESS WHEREOF, we hereunto affix our signatures and the Official Seal of the City of Redlands on this 7rd day of October 2025.

_____

Mario Saucedo, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **I. 4.**

DATE: 10/07/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize the issuance of a Proclamation declaring the month of October 2025 Hindu Heritage Month in the City of Redlands (Council Member Tejeda and Mayor Saucedo)

MOTION:

I move to authorize the issuance of a Proclamation declaring the month of October 2025 Hindu Heritage Month in the City of Redlands.

Attachments

Hindu Heritage Month 2025

PROCLAMATION

Hindu Heritage Month

WHEREAS, there are an estimated one billion Hindus worldwide and approximately four million Hindu Americans in the United States; and

WHEREAS, the City of Redlands is home to a large and growing population of Hindu Americans; and

WHEREAS, the practice of Hinduism seeks to promote unity among all Dharmic and other communities, increase awareness of heritage's values and educate society of issues affecting the Hindu American community; and

WHEREAS, Hindu Dharma demonstrates through a living enlightened civilization that global peace is achievable and sustainable, and this begins with individual peace and spiritual awakening; and

WHEREAS, during the month of October, the culture, history, traditions, achievements and contributions of Hindu Americans are recognized, celebrated throughout the United States of America, the State of California, and City of Redlands; and

WHEREAS, the City of Redlands values diversity, the variety of cultural traditions and encourages its citizens to better understand, recognize and celebrate the rich history and shared experiences of Hindu Americans; and

WHEREAS, across our City of Redlands, Hindu Americans have filled our communities with rich traditions, and abundant culture and the city is proud to recognize, during Hindu Heritage Month, their many social, cultural and economic contributions to our city, state and nation;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby recognize the month of October 2025, as Hindu Heritage month in the City of Redlands. The City of Redlands encourages residents, educational institutions, and community organizations to observe Hindu Heritage Month through activities, events, and educational initiatives that promote understanding, cultural exchange, and respect for Hindu traditions and contributions.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 7th day of October 2025.

_____

Mario Saucedo, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council Meeting **I. 5.**

DATE: 10/07/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8721 approving the City of Redlands' participation in the National Opioids Settlement with Purdue Pharma and Additional Settling Defendants (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus) (Fire Chief Sessler)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motions are provided:

1. I move to adopt Resolution No. 8721 authorizing the City of Redlands' participation in the National Opioids Settlement with Purdue Pharma and additional settling defendants: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus; and

2. Authorizing the City Manager, or his designee, to execute any and all required participation documents through the Opioid Settlement Funds Portal, as this is the only method for execution and coordination of wet signatures would be impracticable.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8721 approving the City of Redlands' participation in the National Opioids Settlement with Purdue Pharma and additional settling defendants (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydu), and authorizing the City Manager, or his designee, to execute all related documents necessary to effectuate participation in the settlement.

DISCUSSION:

Background: As the City Council may be aware from television and press reports, there has been substantial litigation occurring on both the national level and within the State of California over the opioid epidemic. Nationwide, thousands of lawsuits have been filed by states, counties, cities, and tribes to recover monetary damages caused by the opioid crisis.

Nearly 80 California counties and cities have filed lawsuits, including the County of San Bernardino ("County"), which filed in July of 2018 and is participating in the Multi-District Litigation ("MDL") out of federal court in Ohio. The cases all arise out of the plaintiffs' allegations that the defendants, consisting of opioid manufacturers, distributors, and pharmacies, engaged in unlawful conduct causing the national opioid crisis.

In 2021, nationwide settlements were reached with major opioid distributors and manufacturers, including McKesson, Cardinal Health, AmerisourceBergen, Janssen Pharmaceuticals, and Johnson & Johnson. The City Council adopted Resolution No. 8285 in December 2021 to approve the City's participation in those settlements, and later entered into an agreement with San Bernardino County to reallocate the City's portion of the settlement proceeds to support countywide opioid remediation programs.

In late 2022, additional settlements were reached with other opioid distributors and pharmacies, including Allergan, CVS, Teva, Walgreens, and Walmart. The City opted in and received its first payment of $192,720.22, which was allocated to fund a Substance Use Navigator ("SUN") within the Fire Department. This position supports residents by improving access to treatment for opioid use disorder.

Most recently, in March 2024, a settlement was reached with Kroger Co., to which the City opted in to maintain eligibility for its share of proceeds.

Discussion:

In 2019, Purdue Pharma, the manufacturer of OxyContin, filed for bankruptcy in response to thousands of lawsuits alleging the company and its owners, the Sackler family, contributed to the nationwide opioid crisis. The bankruptcy created a national settlement framework designed to fund opioid treatment, prevention, and recovery programs across the United States.

The State of California has negotiated a State-Subdivision Agreement establishing how Purdue Pharma settlement funds will be distributed among the State, counties, and cities. By signing on to this agreement, the City of Redlands becomes a "Participating Subdivision," ensuring eligibility to directly receive its

share of settlement funds. If the City does not participate, its allocation may instead be directed to San Bernardino County or reduced overall.

In addition to the Purdue Pharma bankruptcy settlement, new national opioid settlements have recently been reached with eight additional defendants: **Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus**. These settlements represent another major step forward in securing resources to address the opioid epidemic. The State of California has elected to participate in these settlements, thereby allowing California subdivisions, including the City of Redlands, to also participate. Importantly, a city or subdivision may participate in these new settlements even if it did not join prior national settlements.

Participation in these new settlements is consistent with the City's past actions in joining prior settlements with Johnson & Johnson/Janssen, Cardinal Health, AmerisourceBergen, McKesson, Teva, Allergan, CVS, Walgreens, Walmart, and Kroger. By opting in, the City ensures access to its share of available funds, which must be used for approved opioid remediation purposes. Joining the Purdue Pharma and the additional eight settlements aligns with the City's ongoing efforts to address substance abuse through the Fire Department's Substance Use Navigator program and related opioid remediation initiatives. Participation maximizes available funding and demonstrates the City's continued commitment to combating the opioid epidemic in the Redlands community.

ALTERNATIVES:

The City Council may deny the adoption of Resolution No. 8721.

STRATEGIC PLAN:

Priority B - Public Health & Safety

SUBMITTED BY:
Rich Sessler, Fire Chief

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Bruni Reyes, Management Analyst

Fiscal Impact

Fiscal Year: FY 2025-26

Discussion:

Not applicable.

Attachments

Addiitional Settling Defendants Participation Docs
Resolution - Purdue-etc.
Purdue Pharma Settlement Agreement

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

Redlands city, CA
Reference Number: CL-1763020

TO LOCAL POLITICAL SUBDIVISIONS:

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

Deadline: October 8, 2025

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

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

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

This electronic envelope contains nine attachments:

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

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

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

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Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

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

Information and documents regarding the *Secondary Manufacturers Settlements*, implementation in your state, and how funds will be allocated within your state can be found on the national settlement website at https://nationalopioidsettlement.com/ and the California Attorney General's website at https://oag.ca.gov/opioids. These websites will be supplemented as additional documents are created.

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

How to return signed forms:

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

(1) *Electronic Signature via DocuSign*: Executing the *Combined Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Combined Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Combined Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

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(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Combined Participation Form* using DocuSign, the signed *Combined Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

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

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

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

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

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

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EXHIBIT K

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

Governmental Entity: Redlands city	State: CA
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

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

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

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

3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity

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

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

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

6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.

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

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

9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,[2] and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

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

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

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

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

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

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

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

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

1. Introduction

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

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

2. Definitions

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

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

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

d) *Opioid Defendant* means any defendant including but not limited to Alvogen, Inc. Amneal Pharmaceuticals LLC; Apotex Corp., Hikma Pharmaceuticals USA Inc. f/k/a West-Ward Pharmaceuticals Corp.; Indivior Inc.; Viatris Inc. ("Mylan"); Sun Pharmaceutical Industries, Inc.; Zydus Pharmaceuticals (USA) Inc.; Kroger Co., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walgreen Co., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., Cencora, Inc. f/k/a AmerisourceBergen Corporation, McKesson Corporation, Dr. Richard S. Sackler, Beverly Sackler, Jonathan Sackler, David Sackler, Marianna Sackler, Theresa Sackler, Ilene Sackler Lefcourt, Dr. Kathe Sackler, and Mortimer D.A. Sackler) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

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3. General Terms

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

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

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

4. State Allocation

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

A. State of California Allocation

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

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or

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

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litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

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

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as the county is a CA Participating Subdivision; provided, however, that if a city currently receives direct payment of its share of funds in the National Opioids Settlement with Distributors Cencora, Inc. (f/k/a AmerisourceBergenCorporation), Cardinal Health, Inc., and McKesson Corporation (the "Distributors Settlement"), that city's Local Allocation amount will be paid directly to the city. If a city later changes or has already changed its distribution election in the Distributors Settlement, that change in election will apply here, provided that the change in election is received by the settlement administrator at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

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

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

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Alvogen Settlement Agreement and this CA Alvogen Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA

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

ii. Use of CA Abatement Accounts Funds

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

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

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

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

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

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

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

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

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

d) For the avoidance of doubt, and subject to the requirements of the Alvogen Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Alvogen Settlement Agreement and this CA Alvogen Allocation Agreement, a county and any cities or towns within the county may

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agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

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

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

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

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

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

C. CA Subdivision Fund

i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Alvogen Settlement Agreement and this CA

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

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

D. Provision for State Back-Stop Agreement

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

A Plaintiff Subdivision may separately agree to use up to one-third (5% out of the 15%) of its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(X), of the Alvogen Settlement Agreement and the MDL Fees Order, provided that: (1) such payments, together with any payments to contingency-fee counsel from the Private Attorneys Fee amount related to such Plaintiff Subdivision, do not exceed 15% of a Plaintiff Subdivision's total gross recovery under this Alvogen Settlement Agreement; and (2) the Plaintiff Subdivision certifies that any payments made under a State Back-Stop agreement will be made in accordance with the 95% Opioid Abatement use requirements under Section VI.B.1 of the Alvogen Settlement Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Alvogen Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 2 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 2. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

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

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5. State and Subdivision Reporting

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

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

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

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

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

6. Miscellaneous

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

b) Except as provided in the Alvogen Settlement Agreement, this CA Alvogen Allocation Agreement is not enforceable by any party other than the State and the CA Participating

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Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

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APPENDIX 1

DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Alvogen Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled "Abatement Percentage," pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled "Plaintiff Subdivision Percentage," payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled "Abatement Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled "Plaintiff Subdivision Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled "Weighted Allocation Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.



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APPENDIX 1

			100.000%	100.000%	100.000%
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221%**
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Lafayette	Contra Costa	0.006%		**0.0046030%**

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APPENDIX 1

City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211%**
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**
City	Brawley	Imperial	0.011%		**0.0087986%**

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APPENDIX 1

City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kern	2.517%	3.079%	**2.6159145%**
City	Arvin	Kern	0.006%		**0.0046425%**
City	Bakersfield	Kern	0.212%		**0.1747198%**
City	California City	Kern	0.009%		**0.0070820%**
City	Delano	Kern	0.030%		**0.0249316%**
City	McFarland	Kern	0.003%		**0.0025644%**
City	Ridgecrest	Kern	0.015%		**0.0120938%**
City	Shafter	Kern	0.013%		**0.0103417%**
City	Tehachapi	Kern	0.009%		**0.0073580%**
City	Wasco	Kern	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**
City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**

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City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411%**
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Canada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**
City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811** %

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City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**
City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**

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City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**
County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**

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City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**
City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**

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City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991%**
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**
City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**

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County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431%**
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**
City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**

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City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**
City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841%**

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County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**

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City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841%**
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**

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County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**
City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

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APPENDIX 2

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Alvogen Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Alvogen Settlement Agreement.

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

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Alvogen Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Alvogen Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

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

1. Introduction

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

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

2. Definitions

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

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

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

d) *Opioid Defendant* means any defendant including but not limited to Alvogen, Inc. Amneal Pharmaceuticals LLC; Apotex Corp., Hikma Pharmaceuticals USA Inc. f/k/a West-Ward Pharmaceuticals Corp.; Indivior Inc.; Viatris Inc. ("Mylan"); Sun Pharmaceutical Industries, Inc.; Zydus Pharmaceuticals (USA) Inc.; Kroger Co., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walgreen Co., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., Cencora, Inc. f/k/a AmerisourceBergen Corporation, McKesson Corporation, Dr. Richard S. Sackler, Beverly Sackler, Jonathan Sackler, David Sackler, Marianna Sackler, Theresa Sackler, Ilene Sackler Lefcourt, Dr. Kathe Sackler, and Mortimer

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D.A. Sackler) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

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

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

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

4. State Allocation

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

A. State of California Allocation

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

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

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

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B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

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

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

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as the county is a CA Participating Subdivision; provided, however, that if a city currently receives direct payment of its share of funds in the National Opioids Settlement with Distributors Cencora, Inc. (f/k/a AmerisourceBergenCorporation), Cardinal Health, Inc., and McKesson Corporation (the "Distributors Settlement"), that city's Local Allocation amount will be paid directly to the city. If a city later changes or has already changed its distribution election in the Distributors Settlement, that change in election will apply here, provided that the change in election is received by the settlement administrator at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

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

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

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

ii. Use of CA Abatement Accounts Funds

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

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

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

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

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

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

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

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

c) The California Department of Health Care Services ("DHCS") may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS

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will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.

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

iii. CA Abatement Accounts Fund Oversight

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

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

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

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

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

C. CA Subdivision Fund

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

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

D. Provision for State Back-Stop Agreement

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

A Plaintiff Subdivision may separately agree to use up to one-third (5% out of the 15%) of its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(X), of the Amneal Settlement Agreement and the MDL Fees Order, provided that: (1) such payments, together with any payments to contingency-fee counsel from the Private Attorneys Fee amount related to such Plaintiff Subdivision, do not exceed 15% of a Plaintiff Subdivision's total gross recovery under this Amneal Settlement Agreement; and (2) the Plaintiff Subdivision certifies that any payments made under a State Back-Stop agreement will be made in accordance with the 95% Opioid Abatement use requirements under Section VI.B.1 of the Amneal Settlement Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Amneal Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 2 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 2. The California Office of the Attorney

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General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

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

5. State and Subdivision Reporting

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

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

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

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

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

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6. Miscellaneous

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

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

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

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

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

Signature:

Name:

Title:

Date:

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APPENDIX 1

DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Amneal Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled "Abatement Percentage," pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled "Plaintiff Subdivision Percentage," payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled "Abatement Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled "Plaintiff Subdivision Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled "Weighted Allocation Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

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			100.000%	100.000%	100.000%
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221%**
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Lafayette	Contra Costa	0.006%		**0.0046030%**

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City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211%**
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**
City	Brawley	Imperial	0.011%		**0.0087986%**

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City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kern	2.517%	3.079%	**2.6159145%**
City	Arvin	Kern	0.006%		**0.0046425%**
City	Bakersfield	Kern	0.212%		**0.1747198%**
City	California City	Kern	0.009%		**0.0070820%**
City	Delano	Kern	0.030%		**0.0249316%**
City	McFarland	Kern	0.003%		**0.0025644%**
City	Ridgecrest	Kern	0.015%		**0.0120938%**
City	Shafter	Kern	0.013%		**0.0103417%**
City	Tehachapi	Kern	0.009%		**0.0073580%**
City	Wasco	Kern	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**
City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**

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City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411%**
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Canada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**
City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811** %

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City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**
City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**

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City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**
County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**

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City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**
City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**

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City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991%**
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**
City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**

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County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431%**
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**
City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**

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City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**
City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841%**

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County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**

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City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841%**
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**

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County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**
City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

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APPENDIX 2

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Amneal Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Amneal Settlement Agreement.

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

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Amneal Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Amneal Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

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

1. Introduction

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

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

2. Definitions

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

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

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

d) *Opioid Defendant* means any defendant including but not limited to Alvogen, Inc. Amneal Pharmaceuticals LLC; Apotex Corp., Hikma Pharmaceuticals USA Inc. f/k/a West-Ward Pharmaceuticals Corp.; Indivior Inc.; Viatris Inc. ("Mylan"); Sun Pharmaceutical Industries, Inc.; Zydus Pharmaceuticals (USA) Inc.; Kroger Co., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walgreen Co., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., Cencora, Inc. f/k/a AmerisourceBergen Corporation, McKesson Corporation, Dr. Richard S. Sackler, Beverly Sackler, Jonathan Sackler, David Sackler, Marianna Sackler, Theresa Sackler, Ilene Sackler Lefcourt, Dr. Kathe Sackler, and Mortimer D.A. Sackler) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

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3. General Terms

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

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

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

4. State Allocation

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

A. State of California Allocation

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

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA

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

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Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

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

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as the county is a CA Participating Subdivision; provided, however, that if a city currently receives direct payment of its share of funds in the National Opioids Settlement with Distributors Cencora, Inc. (f/k/a AmerisourceBergenCorporation), Cardinal Health, Inc., and McKesson Corporation (the "Distributors Settlement"), that city's Local Allocation amount will be paid directly to the city. If a city later changes or has already changed its distribution election in the Distributors Settlement, that change in election will apply here, provided that the change in election is received by the settlement administrator at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

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

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

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

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ii. Use of CA Abatement Accounts Funds

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

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

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

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

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

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

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

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

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

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

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Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

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

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

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

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

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

C. CA Subdivision Fund

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

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

D. Provision for State Back-Stop Agreement

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

A Plaintiff Subdivision may separately agree to use up to one-third (5% out of the 15%) of its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(X), of the Apotex Settlement Agreement and the MDL Fees Order, provided that: (1) such payments, together with any payments to contingency-fee counsel from the Private Attorneys Fee amount related to such Plaintiff Subdivision, do not exceed 15% of a Plaintiff Subdivision's total gross recovery under this Apotex Settlement Agreement; and (2) the Plaintiff Subdivision certifies that any payments made under a State Back-Stop agreement will be made in accordance with the 95% Opioid Abatement use requirements under Section VI.B.1 of the Apotex Settlement Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Apotex Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 2 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 2. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

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

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5. State and Subdivision Reporting

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

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

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

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

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

6. Miscellaneous

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

b) Except as provided in the Apotex Settlement Agreement, this CA Apotex Allocation Agreement is not enforceable by any party other than the State and the CA Participating

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Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

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DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Apotex Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled "Abatement Percentage," pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled "Plaintiff Subdivision Percentage," payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled "Abatement Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled "Plaintiff Subdivision Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled "Weighted Allocation Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.



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			100.000%	100.000%	100.000%
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221%**
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Lafayette	Contra Costa	0.006%		**0.0046030%**

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City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211%**
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**
City	Brawley	Imperial	0.011%		**0.0087986%**

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City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kern	2.517%	3.079%	**2.6159145%**
City	Arvin	Kern	0.006%		**0.0046425%**
City	Bakersfield	Kern	0.212%		**0.1747198%**
City	California City	Kern	0.009%		**0.0070820%**
City	Delano	Kern	0.030%		**0.0249316%**
City	McFarland	Kern	0.003%		**0.0025644%**
City	Ridgecrest	Kern	0.015%		**0.0120938%**
City	Shafter	Kern	0.013%		**0.0103417%**
City	Tehachapi	Kern	0.009%		**0.0073580%**
City	Wasco	Kern	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**
City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**

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City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411%**
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Canada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**
City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811** %

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City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**
City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**

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City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**
County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**

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City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**
City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**

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City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991%**
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**
City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**

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County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431%**
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**
City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**

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City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**
City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841%**

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County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**

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City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841%**
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**

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County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**
City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

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APPENDIX 2

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Apotex Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Apotex Settlement Agreement.

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

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Apotex Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Apotex Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

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

1. Introduction

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

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

2. Definitions

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

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

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

d) *Opioid Defendant* means any defendant including but not limited to Alvogen, Inc. Amneal Pharmaceuticals LLC; Apotex Corp., Hikma Pharmaceuticals USA Inc. f/k/a West-Ward Pharmaceuticals Corp.; Indivior Inc.; Viatris Inc. ("Mylan"); Sun Pharmaceutical Industries, Inc.; Zydus Pharmaceuticals (USA) Inc.; Kroger Co., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walgreen Co., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., Cencora, Inc. f/k/a AmerisourceBergen Corporation, McKesson Corporation, Dr. Richard S. Sackler, Beverly Sackler, Jonathan Sackler, David Sackler, Marianna Sackler, Theresa Sackler, Ilene Sackler Lefcourt, Dr. Kathe Sackler, and Mortimer D.A. Sackler) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

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3. General Terms

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

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

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

4. State Allocation

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

A. State of California Allocation

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

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed

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

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

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

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

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as the county is a CA Participating Subdivision; provided, however, that if a city currently receives direct payment of its share of funds in the National Opioids Settlement with Distributors Cencora, Inc. (f/k/a AmerisourceBergenCorporation), Cardinal Health, Inc., and McKesson Corporation (the "Distributors Settlement"), that city's Local Allocation amount will be paid directly to the city. If a city later changes or has already changed its distribution election in the Distributors Settlement, that change in election will apply here, provided that the change in election is received by the settlement administrator at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

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

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

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Hikma Settlement Agreement and this CA Hikma Allocation Agreement shall be transferred to the State; provided however,

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that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State..

ii. Use of CA Abatement Accounts Funds

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

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

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

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

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

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

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

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

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

d) For the avoidance of doubt, and subject to the requirements of the Hikma Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Hikma Settlement Agreement and this CA

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Hikma Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

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

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

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

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

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

C. CA Subdivision Fund

i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Hikma Settlement Agreement and this CA Hikma

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

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

D. Provision for State Back-Stop Agreement

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

A Plaintiff Subdivision may separately agree to use up to one-third (5% out of the 15%) of its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(X), of the Hikma Settlement Agreement and the MDL Fees Order, provided that: (1) such payments, together with any payments to contingency-fee counsel from the Private Attorneys Fee amount related to such Plaintiff Subdivision, do not exceed 15% of a Plaintiff Subdivision's total gross recovery under this Hikma Settlement Agreement; and (2) the Plaintiff Subdivision certifies that any payments made under a State Back-Stop agreement will be made in accordance with the 95% Opioid Abatement use requirements under Section VI.B.1 of the Hikma Settlement Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Hikma Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 2 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 2. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

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

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5. State and Subdivision Reporting

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

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

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

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

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

6. Miscellaneous

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

b) Except as provided in the Hikma Settlement Agreement, this CA Hikma Allocation Agreement is not enforceable by any party other than the State and the CA Participating

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Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

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APPENDIX 1

DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Hikma Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled "Abatement Percentage," pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled "Plaintiff Subdivision Percentage," payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled "Abatement Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled "Plaintiff Subdivision Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled "Weighted Allocation Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.



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APPENDIX 1

			100.000%	100.000%	100.000%
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221%**
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Lafayette	Contra Costa	0.006%		**0.0046030%**

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City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211%**
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**
City	Brawley	Imperial	0.011%		**0.0087986%**

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City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kern	2.517%	3.079%	**2.6159145%**
City	Arvin	Kern	0.006%		**0.0046425%**
City	Bakersfield	Kern	0.212%		**0.1747198%**
City	California City	Kern	0.009%		**0.0070820%**
City	Delano	Kern	0.030%		**0.0249316%**
City	McFarland	Kern	0.003%		**0.0025644%**
City	Ridgecrest	Kern	0.015%		**0.0120938%**
City	Shafter	Kern	0.013%		**0.0103417%**
City	Tehachapi	Kern	0.009%		**0.0073580%**
City	Wasco	Kern	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**
City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**

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City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411%**
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Canada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**
City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811** %

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City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**
City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**

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City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**
County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**

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City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**
City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**

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City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991%**
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**
City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**

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County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431%**
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**
City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**

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City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**
City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**

Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841%**

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County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**

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City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841%**
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**

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APPENDIX 1

County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**
City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

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APPENDIX 2

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Hikma Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Hikma Settlement Agreement.

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

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Hikma Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Hikma Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE] [SUBDIVISION SIGNATURE BLOCK]

[DATE] [COUNSEL SIGNATURE BLOCK]

[DATE] [ATTORNEY GENERAL SIGNATURE BLOCK]

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

1. Introduction

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

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

2. Definitions

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

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

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

d) *Opioid Defendant* means any defendant including but not limited to Alvogen, Inc. Amneal Pharmaceuticals LLC; Apotex Corp., Hikma Pharmaceuticals USA Inc. f/k/a West-Ward Pharmaceuticals Corp.; Indivior Inc.; Viatris Inc. ("Mylan"); Sun Pharmaceutical Industries, Inc.; Zydus Pharmaceuticals (USA) Inc.; Kroger Co., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walgreen Co., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., Cencora, Inc. f/k/a AmerisourceBergen Corporation, McKesson Corporation, Dr. Richard S. Sackler, Beverly Sackler, Jonathan Sackler, David Sackler, Marianna Sackler, Theresa Sackler, Ilene Sackler Lefcourt, Dr. Kathe Sackler, and Mortimer D.A. Sackler) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

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3. General Terms

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

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

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

4. State Allocation

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

A. State of California Allocation

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

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed

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

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

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

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

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as the county is a CA Participating Subdivision; provided, however, that if a city currently receives direct payment of its share of funds in the National Opioids Settlement with Distributors Cencora, Inc. (f/k/a AmerisourceBergenCorporation), Cardinal Health, Inc., and McKesson Corporation (the "Distributors Settlement"), that city's Local Allocation amount will be paid directly to the city. If a city later changes or has already changed its distribution election in the Distributors Settlement, that change in election will apply here, provided that the change in election is received by the settlement administrator at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

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

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

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Indivior Settlement Agreement and this CA Indivior Allocation Agreement shall be transferred to the State; provided

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however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State..

ii. Use of CA Abatement Accounts Funds

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

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

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

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

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

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

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

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

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

d) For the avoidance of doubt, and subject to the requirements of the Indivior Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Indivior Settlement Agreement and this CA

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Indivior Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

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

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

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

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

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

C. CA Subdivision Fund

i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used,

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

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

D. Provision for State Back-Stop Agreement

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

A Plaintiff Subdivision may separately agree to use up to one-third (5% out of the 15%) of its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(X), of the Indivior Settlement Agreement and the MDL Fees Order, provided that: (1) such payments, together with any payments to contingency-fee counsel from the Private Attorneys Fee amount related to such Plaintiff Subdivision, do not exceed 15% of a Plaintiff Subdivision's total gross recovery under this Indivior Settlement Agreement; and (2) the Plaintiff Subdivision certifies that any payments made under a State Back-Stop agreement will be made in accordance with the 95% Opioid Abatement use requirements under Section V.B.1 of the Indivior Settlement Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Indivior Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 2 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 2. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

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

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5. State and Subdivision Reporting

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

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

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

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

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

6. Miscellaneous

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

b) Except as provided in the Indivior Settlement Agreement, this CA Indivior Allocation Agreement is not enforceable by any party other than the State and the CA Participating

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Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

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DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Indivior Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled "Abatement Percentage," pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled "Plaintiff Subdivision Percentage," payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled "Abatement Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled "Plaintiff Subdivision Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled "Weighted Allocation Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.



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			100.000%	100.000%	100.000%
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221%**
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Lafayette	Contra Costa	0.006%		**0.0046030%**

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City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211%**
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**
City	Brawley	Imperial	0.011%		**0.0087986%**

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City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kern	2.517%	3.079%	**2.6159145%**
City	Arvin	Kern	0.006%		**0.0046425%**
City	Bakersfield	Kern	0.212%		**0.1747198%**
City	California City	Kern	0.009%		**0.0070820%**
City	Delano	Kern	0.030%		**0.0249316%**
City	McFarland	Kern	0.003%		**0.0025644%**
City	Ridgecrest	Kern	0.015%		**0.0120938%**
City	Shafter	Kern	0.013%		**0.0103417%**
City	Tehachapi	Kern	0.009%		**0.0073580%**
City	Wasco	Kern	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**
City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**

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City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411%**
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Canada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**
City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811** %

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City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**
City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**

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City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**
County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**

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City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**
City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**

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City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991%**
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**
City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**

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County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431%**
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**
City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**

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City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**
City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841%**

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County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**

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City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841%**
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**

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County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**
City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

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APPENDIX 2

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Indivior Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Indivior Settlement Agreement.

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

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Indivior Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Indivior Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

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

1. Introduction

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

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

2. Definitions

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

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

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

d) *Opioid Defendant* means any defendant including but not limited to Alvogen, Inc. Amneal Pharmaceuticals LLC; Apotex Corp., Hikma Pharmaceuticals USA Inc. f/k/a West-Ward Pharmaceuticals Corp.; Indivior Inc.; Viatris Inc. ("Mylan"); Sun Pharmaceutical Industries, Inc.; Zydus Pharmaceuticals (USA) Inc.; Kroger Co., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walgreen Co., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., Cencora, Inc. f/k/a AmerisourceBergen Corporation, McKesson Corporation, Dr. Richard S. Sackler, Beverly Sackler, Jonathan Sackler, David Sackler, Marianna Sackler, Theresa Sackler, Ilene Sackler Lefcourt, Dr. Kathe Sackler, and Mortimer D.A. Sackler) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

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3. General Terms

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

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

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

4. State Allocation

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

A. State of California Allocation

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

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA

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

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Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

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

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as the county is a CA Participating Subdivision; provided, however, that if a city currently receives direct payment of its share of funds in the National Opioids Settlement with Distributors Cencora, Inc. (f/k/a AmerisourceBergenCorporation), Cardinal Health, Inc., and McKesson Corporation (the "Distributors Settlement"), that city's Local Allocation amount will be paid directly to the city. If a city later changes or has already changed its distribution election in the Distributors Settlement, that change in election will apply here, provided that the change in election is received by the settlement administrator at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

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

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

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

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ii. Use of CA Abatement Accounts Funds

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

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

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

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

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

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

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

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

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

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

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Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

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

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

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

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

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

C. CA Subdivision Fund

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

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

D. Provision for State Back-Stop Agreement

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

A Plaintiff Subdivision may separately agree to use up to one-third (5% out of the 15%) of its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(X), of the Mylan Settlement Agreement and the MDL Fees Order, provided that: (1) such payments, together with any payments to contingency-fee counsel from the Private Attorneys Fee amount related to such Plaintiff Subdivision, do not exceed 15% of a Plaintiff Subdivision's total gross recovery under this Mylan Settlement Agreement; and (2) the Plaintiff Subdivision certifies that any payments made under a State Back-Stop agreement will be made in accordance with the 95% Opioid Abatement use requirements under Section V(B)(1) of the Mylan Settlement Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Mylan Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 2 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 2. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

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

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5. State and Subdivision Reporting

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

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

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

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

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

6. Miscellaneous

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

b) Except as provided in the Mylan Settlement Agreement, this CA Mylan Allocation Agreement is not enforceable by any party other than the State and the CA Participating

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Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

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DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Mylan Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled "Abatement Percentage," pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled "Plaintiff Subdivision Percentage," payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled "Abatement Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled "Plaintiff Subdivision Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled "Weighted Allocation Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.



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			100.000%	100.000%	100.000%
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221%**
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Lafayette	Contra Costa	0.006%		**0.0046030%**

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City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211%**
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**
City	Brawley	Imperial	0.011%		**0.0087986%**

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City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kern	2.517%	3.079%	**2.6159145%**
City	Arvin	Kern	0.006%		**0.0046425%**
City	Bakersfield	Kern	0.212%		**0.1747198%**
City	California City	Kern	0.009%		**0.0070820%**
City	Delano	Kern	0.030%		**0.0249316%**
City	McFarland	Kern	0.003%		**0.0025644%**
City	Ridgecrest	Kern	0.015%		**0.0120938%**
City	Shafter	Kern	0.013%		**0.0103417%**
City	Tehachapi	Kern	0.009%		**0.0073580%**
City	Wasco	Kern	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**
City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**

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City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411%**
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Canada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**
City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811** %

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City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**
City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**

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City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**
County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**

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City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**
City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**

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City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991%**
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**
City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**

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County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431%**
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**
City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**

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City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**
City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841%**

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County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**

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City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841%**
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**

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County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**
City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

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APPENDIX 2

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Mylan Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Mylan Settlement Agreement.

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

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Mylan Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Mylan Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

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

1. Introduction

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

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

2. Definitions

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

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

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

d) *Opioid Defendant* means any defendant including but not limited to Alvogen, Inc. Amneal Pharmaceuticals LLC; Apotex Corp., Hikma Pharmaceuticals USA Inc. f/k/a West-Ward Pharmaceuticals Corp.; Indivior Inc.; Viatris Inc. ("Mylan"); Sun Pharmaceutical Industries, Inc.; Zydus Pharmaceuticals (USA) Inc.; Kroger Co., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walgreen Co., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., Cencora, Inc. f/k/a AmerisourceBergen Corporation, McKesson Corporation, Dr. Richard S. Sackler, Beverly Sackler, Jonathan Sackler, David Sackler, Marianna Sackler, Theresa Sackler, Ilene Sackler Lefcourt, Dr. Kathe Sackler, and Mortimer D.A. Sackler) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

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3. General Terms

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

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

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

4. State Allocation

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

A. State of California Allocation

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

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in

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

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Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

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

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as the county is a CA Participating Subdivision; provided, however, that if a city currently receives direct payment of its share of funds in the National Opioids Settlement with Distributors Cencora, Inc. (f/k/a AmerisourceBergenCorporation), Cardinal Health, Inc., and McKesson Corporation (the "Distributors Settlement"), that city's Local Allocation amount will be paid directly to the city. If a city later changes or has already changed its distribution election in the Distributors Settlement, that change in election will apply here, provided that the change in election is received by the settlement administrator at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

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

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

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

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ii. Use of CA Abatement Accounts Funds

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

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

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

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

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

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

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

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

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

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

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Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

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

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

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

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

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

C. CA Subdivision Fund

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

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

D. Provision for State Back-Stop Agreement

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

A Plaintiff Subdivision may separately agree to use up to one-third (5% out of the 15%) of its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(Y), of the Sun Settlement Agreement and the MDL Fees Order, provided that: (1) such payments, together with any payments to contingency-fee counsel from the Private Attorneys Fee amount related to such Plaintiff Subdivision, do not exceed 15% of a Plaintiff Subdivision's total gross recovery under this Sun Settlement Agreement; and (2) the Plaintiff Subdivision certifies that any payments made under a State Back-Stop agreement will be made in accordance with the 95% Opioid Abatement use requirements under Section VI(B)(1) of the Sun Settlement Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Sun Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 2 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 2. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

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

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5. State and Subdivision Reporting

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

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

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

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

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

6. Miscellaneous

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

b) Except as provided in the Sun Settlement Agreement, this CA Sun Allocation Agreement is not enforceable by any party other than the State and the CA Participating

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Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

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DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Sun Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled "Abatement Percentage," pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled "Plaintiff Subdivision Percentage," payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled "Abatement Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled "Plaintiff Subdivision Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled "Weighted Allocation Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.



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			100.000%	100.000%	100.000%
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221%**
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Lafayette	Contra Costa	0.006%		**0.0046030%**

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City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211%**
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**
City	Brawley	Imperial	0.011%		**0.0087986%**

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City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kern	2.517%	3.079%	**2.6159145%**
City	Arvin	Kern	0.006%		**0.0046425%**
City	Bakersfield	Kern	0.212%		**0.1747198%**
City	California City	Kern	0.009%		**0.0070820%**
City	Delano	Kern	0.030%		**0.0249316%**
City	McFarland	Kern	0.003%		**0.0025644%**
City	Ridgecrest	Kern	0.015%		**0.0120938%**
City	Shafter	Kern	0.013%		**0.0103417%**
City	Tehachapi	Kern	0.009%		**0.0073580%**
City	Wasco	Kern	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**
City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**

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City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411%**
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Canada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**
City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811** %

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City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**
City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**

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City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**
County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**

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City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**
City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**

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City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991%**
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**
City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**

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County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431%**
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**
City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**

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City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**
City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841%**

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County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**

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City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841%**
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**

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County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**
City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

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APPENDIX 2

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Sun Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Sun Settlement Agreement.

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

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Sun Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Sun Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

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

1. Introduction

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

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

2. Definitions

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

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

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

d) *Opioid Defendant* means any defendant including but not limited to Alvogen, Inc. Amneal Pharmaceuticals LLC; Apotex Corp., Hikma Pharmaceuticals USA Inc. f/k/a West-Ward Pharmaceuticals Corp.; Indivior Inc.; Viatris Inc. ("Mylan"); Sun Pharmaceutical Industries, Inc.; Zydus Pharmaceuticals (USA) Inc.; Kroger Co., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walgreen Co., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., Cencora, Inc. f/k/a AmerisourceBergen Corporation, McKesson Corporation, Dr. Richard S. Sackler, Beverly Sackler, Jonathan Sackler, David Sackler, Marianna Sackler, Theresa Sackler, Ilene Sackler Lefcourt, Dr. Kathe Sackler, and Mortimer D.A. Sackler) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

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3. General Terms

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

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

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

4. State Allocation

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

A. State of California Allocation

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

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in

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

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Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

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

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as the county is a CA Participating Subdivision; provided, however, that if a city currently receives direct payment of its share of funds in the National Opioids Settlement with Distributors Cencora, Inc. (f/k/a AmerisourceBergenCorporation), Cardinal Health, Inc., and McKesson Corporation (the "Distributors Settlement"), that city's Local Allocation amount will be paid directly to the city. If a city later changes or has already changed its distribution election in the Distributors Settlement, that change in election will apply here, provided that the change in election is received by the settlement administrator at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

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

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

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

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ii. Use of CA Abatement Accounts Funds

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

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

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

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

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

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

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

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

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

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

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Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

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

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

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

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

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

C. CA Subdivision Fund

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

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

D. Provision for State Back-Stop Agreement

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

A Plaintiff Subdivision may separately agree to use up to one-third (5% out of the 15%) of its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(X), of the Zydus Settlement Agreement and the MDL Fees Order, provided that: (1) such payments, together with any payments to contingency-fee counsel from the Private Attorneys Fee amount related to such Plaintiff Subdivision, do not exceed 15% of a Plaintiff Subdivision's total gross recovery under this Zydus Settlement Agreement; and (2) the Plaintiff Subdivision certifies that any payments made under a State Back-Stop agreement will be made in accordance with the 95% Opioid Abatement use requirements under Section VI(B)(1) of the Zydus Settlement Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Zydus Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 2 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 2. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

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

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5. State and Subdivision Reporting

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

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

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

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

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

6. Miscellaneous

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

b) Except as provided in the Zydus Settlement Agreement, this CA Zydus Allocation Agreement is not enforceable by any party other than the State and the CA Participating

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Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

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APPENDIX 1

DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Zydus Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled "Abatement Percentage," pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled "Plaintiff Subdivision Percentage," payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled "Abatement Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled "Plaintiff Subdivision Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled "Weighted Allocation Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.



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			100.000%	100.000%	100.000%
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221%**
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Lafayette	Contra Costa	0.006%		**0.0046030%**

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City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211%**
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**
City	Brawley	Imperial	0.011%		**0.0087986%**

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City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kern	2.517%	3.079%	**2.6159145%**
City	Arvin	Kern	0.006%		**0.0046425%**
City	Bakersfield	Kern	0.212%		**0.1747198%**
City	California City	Kern	0.009%		**0.0070820%**
City	Delano	Kern	0.030%		**0.0249316%**
City	McFarland	Kern	0.003%		**0.0025644%**
City	Ridgecrest	Kern	0.015%		**0.0120938%**
City	Shafter	Kern	0.013%		**0.0103417%**
City	Tehachapi	Kern	0.009%		**0.0073580%**
City	Wasco	Kern	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**
City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**

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City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411%**
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Canada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**
City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811** %

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City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**
City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**

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City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**
County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**

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City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**
City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**

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City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991%**
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**
City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**

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County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431%**
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**
City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**

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City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**
City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841%**

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County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**

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City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841%**
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**

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APPENDIX 1

County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**
City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

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APPENDIX 2

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Zydus Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Zydus Settlement Agreement.

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

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Zydus Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Zydus Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

RESOLUTION NO. 8721

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS RATIFYING THE CITY OF REDLANDS' ENTRY INTO THE SETTLEMENT WITH PURDUE PHARMA AND ITS SUBSIDIARIES AND THE CITY OF REDLANDS' ENTRY INTO THE SETTLEMENT WITH ADDITIONAL SETTLING DEFENDANTS: ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SUN, AND ZYDUS RELATED TO THE MULTIDISTRICT LITIGATION AGAINST MANUFACTURERS AND DISTRIBUTORS CONTRIBUTING TO THE OPIOID EPIDEMIC; AND AUTHORIZE THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE ALL RELATED DOCUMENTS IN CONNECTION WITH THE SETTLEMENTS

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 Norther 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 defendant's unlawful conduct caused the opioid epidemic; and

WHEREAS, the City of Redlands previously approved entry into the settlement with McKesson Corporation, Johnson & Johnson, and Janssen Pharmaceuticals in 2021 and CVS, Walmart, Walgreens, Teva and Allergan in 2023; and

WHEREAS, the City of Redlands previously approved entry into the settlement with The Kroger Company ("Kroger"), a defendant in the MDL in March 2024; and

WHEREAS, on or about 2019, Purdue Pharma filed for bankruptcy in response to thousands of lawsuits on allegations that the company owners contributed to the nationwide opioid crisis; and

WHEREAS, in addition to Purdue Pharma bankruptcy settlement, new national opioid settlements have recently been reached with eight (8) additional defendants: Alvogen, Amneal, Apotex, Hikma, Indivior, Maylan, Sun, and Zydus; and

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

WHEREAS, the State of California has negotiated a State-Subdivision Agreement establishing how Purdue Pharma and the Additional Settling Defendants settlement funds will be distributed among the State, counties, and cities; and

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

WHEREAS, copies of the Additional Settling Defendant Agreements (Alvogen, Amneal, Apotex, Hikma, Indivior, Maylan, Sun, and Zydus) have been provided to the City Council with this Resolution; and

WHEREAS, the Settlement Agreements provide, among other things, payments of certain sum to settling government entities in California including the State of California and Participating

Subdivisions upon occurrence of certain events as defined in the Settlement Agreement ("California Opioid Funds"); and

WHEREAS, California local governments in the MDL have engaged in extensive discussions with the State Attorney General's Office ("AGO") as to how 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, the Allocation Agreements allocate the California Opioid Funds as follows: 15% to the State Fund; 70% to the Abatement 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 Subdivision Fund"); and

WHEREAS, under the Purdue Pharma Settlement Agreement, and the Settlement Agreements with the Additional Settling Defendants (Alvogen, Amneal, Apotex, Hikma, Indivior, Maylan, Sun, and Zydus), 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 Settlements 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 Agreement provided to the City Council with the 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 California 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 Payment Date; and

WHEREAS, the intent of this Resolution is to ratify the City's entry into the Purdue Pharma Settlement and the Additional Settlements with Alvogen, Amneal, Apotex, Hikma, Indivior, Maylan, Sun, and Zydus, and authorize the City Manager, or his designee, to authorize the City to enter into the Purdue Pharma Settlement Agreement and the Settlement Agreements with Alvogen, Amneal, Apotex, Hikma, Indivior, Maylan, Sun, and Zydus, 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, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. The Recitals set forth above are true and correct and are incorporated by reference in this Resolution.

Section 2. That all actions taken on October 7, 2025, by the Fire Department staff with respect to 1) the execution of the Subdivision Participation and Release Form and 2) Proposed California State Subdivision Agreement regarding Distribution and Use of Settlement Funds – Purdue Pharma Settlement are hereby ratified, confirmed and approved.

Section 3. That all actions taken on October 7, 2025, by the Fire Department staff with respect to 1) the execution of the Subdivision Participation and Release Form and 2) Proposed California State Subdivision Agreement regarding Distribution and Use of Settlement Funds – Alvogen, Amneal, Apotex, Hikma, Indivior, Maylan, Sun, and Zydus Settlements are hereby ratified, confirmed and approved.

Section 4. The City Manager, or his designee, is hereby authorized to execute any and all documents consistent with and in furtherance of the City Council's approval of the Purdue Pharma Settlement, and the additional settlements with Alvogen, Amneal, Apotex, Hikma, Indivior, Maylan, Sun, and Zydus.

ADOPTED, SIGNED AND APPROVED THIS 7th day of October 2025.

Mario Saucedo, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

Jeanne Donaldson, City Clerk, City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 7th day of October, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Jeanne Donaldson, City Clerk

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

Redlands city, CA
Reference Number: CL-1731735

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including California, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims; and
- The *Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Purdue/Sackler Settlement* ("*California State-Subdivision Agreement")*, which governs the allocation, distribution, and use of abatement funds from the Purdue Settlement paid to California.

The *Participation Form* and *California State-Subdivision Agreement* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether

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participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and goes effective, your release will become effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive Purdue Settlement funds by participating; decisions on how Purdue Settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state. The State of California, along with a group of cities and counties, negotiated the *California State-Subdivision Agreement*, which governs the allocation, distribution, and use of abatement funds from the Purdue Settlement paid to California. The allocation of abatement funds will be similar to the allocation in the prior opioids settlements, where the vast majority (85%) of abatement funds is expected to go to local governments.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at https://nationalopioidsettlement.com/purdue-sacklers-settlements/. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Participation Form* and *California State-Subdivision Agreement* electronically through DocuSign will return the signed form and agreement to the Implementation Administrator and associate your form and agreement with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form* and *California State-Subdivision Agreement*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete

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all fields. As with electronic signature, returning a manually signed *Participation Form* and *California State-Subdivision Agreement* via DocuSign will associate your signed form and agreement with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* and *California State-Subdivision Agreement* using DocuSign, the signed *Participation Form* and *California State-Subdivision Agreement* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

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

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM AND CALIFORNIA STATE-SUBDIVISION AGREEMENT IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions ends on September 30, 2025.

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

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

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EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Redlands city		State: CA
Authorized Signatory: Bruni Reyes		
Address 1: 35 Cajon Street		
Address 2: Suite 12		
City, State, Zip: Redlands	California	92373
Phone: 909-798-7695		
Email: Breyes@confire.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 that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "*Agreement*")[1], and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.

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

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

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

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

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

[1] Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

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Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

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

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.

9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released

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Claims" and "Released Claims") are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity's power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.

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

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

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

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

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.

14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

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

Signature: Signed by: Bruni Reyes 100EA81A7882422...

Name: Bruni Reyes

Title: Management Analyst

Date: 9/2/2025

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Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds Purdue/Sackler Settlement

1. Introduction

The State of California[1] and certain of its cities and counties have reached this proposed agreement (the "California Purdue/Sackler State-Subdivision Agreement" or the "Agreement") to govern the payments made to California in *In re: Purdue Pharma L.P., et al*, Case No. 19-23649, pending in the United States Bankruptcy Court, Southern District of New York (the "Purdue Bankruptcy Matter") and pursuant to the related settlement with the Sacklers.

This Agreement is proposed to govern the allocation, distribution, and use of payments, including the Statewide Payment Amounts, consisting of Base Payments and Incentive Payments, and Estate Distributions, paid to California pursuant to the Governmental Entity & Shareholder Direct Settlement Agreement ("GESA"), the Master Settlement Agreement ("MSA"), the Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors (the "Plan"), and the Governmental Remediation Trust Agreement ("GRTA"), and any revisions thereto (collectively, the "Governing Documents"), filed in the Purdue Bankruptcy Matter.

For the avoidance of doubt, this Agreement does not apply to payments of attorneys' fees and costs made to California, including any payments to California from the Local Government Costs and Expenses Fund and the State Expenses Fund and payments pursuant to Sections 9.01, 9.02, and 9.03 and Exhibit R of the GESA and Sections 5.9(a) and 5.9(b) of the Plan, unless otherwise noted.

Pursuant to Exhibit O, paragraph 4, of the GESA, acceptance of this California State-Subdivision Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

a) *CA Participating Subdivision* means a General Purpose Government that is a Participating Subdivision and also (a) a Plaintiff Subdivision; (b) a Primary Subdivision; and/or (c) a Non-Litigating Threshold Subdivision. For the avoidance of doubt, eligible CA Participating Subdivisions are those California Subdivisions listed in Exhibits C (excluding Litigating Special Districts), I, and/or W to the GESA.

b) *CA Litigating Special District* means a Litigating Special District located in California. For the avoidance of doubt, CA Litigating Special District does not include School Districts and certain Health and Hospital Special Districts that fall under a separate creditor group in the Purdue Bankruptcy Plan.

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

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

d) *Opioid Defendant* means any defendant (including but not limited to Alvogen, Inc. Amneal Pharmaceuticals LLC; Apotex Corp., Hikma Pharmaceuticals USA Inc. f/k/a West-Ward Pharmaceuticals Corp.; Indivior Inc.; Viatris Inc. a/k/a Mylan N.V.; Sun Pharmaceutical Industries, Inc.; Zydus Pharmaceuticals (USA) Inc.; Kroger Co., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walgreen Co., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., Cencora, Inc. f/k/a AmerisourceBergen Corporation, McKesson Corporation, Dr. Richard S. Sackler, Beverly Sackler, Jonathan Sackler, David Sackler, Marianna Sackler, Theresa Sackler, Ilene Sackler Lefcourt, Dr. Kathe Sackler, and Mortimer D.A. Sackler) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This Agreement is subject to the requirements of the Governing Documents, as well as applicable law, and the Governing Documents govern over any inconsistent provision of this California Purdue/Sackler State-Subdivision Agreement. Terms not otherwise defined herein shall have the same meaning as in the Governing Documents.

All payments made to the State of California and CA Participating Subdivisions subject to this Agreement will be used for Opioid Remediation, except as allowed by Section 5.02(b) of the GESA and Section 4.01(f)(ii) of the MSA.

This Agreement does not apply to funds received by California for attorneys' fees and cost, including payments from the Local Government Costs and Expenses Fund or the State Expenses Fund, unless otherwise noted.

4. State Allocation

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

A. State of California Allocation

Fifteen percent of the payments to California subject to this Agreement will be allocated to the State and used by the State for future Opioid Remediation.

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B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

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

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

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as the county is a CA Participating Subdivision; *provided, however*, that if a city currently receives direct payment of its share of funds in the National Opioids Settlement with Distributors Cencora, Inc. (f/k/a AmerisourceBergenCorporation), Cardinal Health, Inc., and McKesson Corporation (the "Distributors Settlement"), that city's Local Allocation amount will be paid directly to the city. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds).

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

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

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Governing Documents and this

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Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State.

ii. Use of CA Abatement Accounts Funds

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

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

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

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

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

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

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

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

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

d) For the avoidance of doubt, and subject to the requirements of the Governing Documents and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Governing Documents and this Agreement, a county and

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any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

a) Pursuant to Section 5 below, CA Participating Subdivisions receiving funds pursuant to the Purdue Bankruptcy Plan and related Sackler settlement must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Governing Documents and this Agreement.

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

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

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

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

C. CA Subdivision Fund

i. Fifteen percent of the payments to California subject to this Agreement will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Governing Documents and this Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation.

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

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Local Government Costs and Expenses Fund pursuant to the Governing Documents, and if applicable, the Attorney Fee Fund or Cost Funds under the settlement agreements with other Opioid Defendants.

A Plaintiff Subdivision may separately agree to use up to one-third (5% out of the 15%) of its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R of the GESA and the MDL Fees Order, so long as: (1) such payments, together with any payments to contingency-fee counsel from the Local Government Costs and Expenses Fund related to such Plaintiff Subdivision, do not exceed 15% of a Plaintiff Subdivision's total gross recovery under this Agreement; and (2) Plaintiff Subdivision certifies that any payments made under a State Back-Stop Agreement will be made in accordance with the 95% Opioid Abatement use requirements under Section 5.02(a) of the GESA and Section 4.01(f)(i) of the MSA. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Local Government Costs and Expenses Fund funded pursuant to the Governing Documents. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 2 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 2. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

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

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5. State and Subdivision Reporting

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

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

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

d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Governing Documents and this Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section 5.02(b) of the GESA and Section 4.01(f)(ii) of the MSA, such information must also be reported to the Settlement Administrator and Sackler Parties' Representative.

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

6. Miscellaneous

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

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b) Except as provided in the Governing Documents, this California Purdue/Sackler State-Subdivision Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

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

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

The undersigned, Redlands city, CA, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Purdue/Sackler Settlement is a requirement to be an Initial Participating Subdivision and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Purdue/Sackler Settlement.

I swear under penalty of perjury that I have all necessary power and authorization to execute this agreement on behalf of the Governmental Entity.

Signature: Signed by: Bruni Reyes 100EA81A7882422...

Name: Bruni Reyes

Title: Management Analyst

Date: 9/2/2025

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APPENDIX 1

DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Purdue/Sackler Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled "Abatement Percentage," pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled "Plaintiff Subdivision Percentage," payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled "Abatement Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled "Plaintiff Subdivision Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled "Weighted Allocation Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

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APPENDIX 1

			100.000%	100.000%	100.000%
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221** %
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		**0.0046030%**
City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211** %
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**
City	Brawley	Imperial	0.011%		**0.0087986%**
City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kem	2.517%	3.079%	**2.6159145%**
City	Arvin	Kem	0.006%		**0.0046425%**
City	Bakersfield	Kem	0.212%		**0.1747198%**
City	California City	Kem	0.009%		**0.0070820%**
City	Delano	Kem	0.030%		**0.0249316%**
City	McFarland	Kem	0.003%		**0.0025644%**
City	Ridgecrest	Kem	0.015%		**0.0120938%**
City	Shafter	Kem	0.013%		**0.0103417%**
City	Tehachapi	Kem	0.009%		**0.0073580%**
City	Wasco	Kem	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**

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City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**
City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**
City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411** %
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**

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City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Cafiada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**
City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811%**
City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**

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City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**
City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**
City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**

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County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**
County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**
City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**

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City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**
City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**
City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**

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City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991** %
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**
City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**
County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**

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City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431** %
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**
City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**

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City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**
City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**

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City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841** %
County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**

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City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**
City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841** %
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**

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APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**
County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**

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APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**
City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

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APPENDIX 2

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Purdue/Sackler settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Expenses and Costs) of the Governmental Entity & Shareholder Settlement Agreement (GESA).

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Governing Documents and California Purdue/Sackler State-Subdivision Agreement, as well as any other limitations imposed by law, use funds that it receives from the CA Subdivision Fund of the Purdue/Sackler settlement to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL] from [SUBDIVISION'S] CA Subdivision Fund allocation will not exceed [PERCENTAGE NOT TO EXCEED ONE-THIRD OR 5% OUT OF THE 15%] out of the [SUBDIVISION'S] 15% CA Subdivision Fund allocation; provided further that such payments, together with any contingency-fees that [COUNSEL] may receive from the Local Government Costs and Expenses Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the [SUBDIVISION'S] total gross recovery from the Purdue/Sackler settlement. [SUBDIVISION] further certifies that any payments made under this Backstop Agreement will be made in accordance with the 95% Opioid Abatement use requirements under Section 5.02 A of the GESA and Section 4.01(f)(i) of the Master Settlement Agreement.

[COUNSEL] certify that they first sought fees and costs from the Local Government Costs and Expenses Fund created under the Governing Documents before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Governmental Entity & Shareholder Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

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[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

City Council Meeting **I. 6.**

DATE: 10/07/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8718 for a new water service connection to the City of Redlands water distribution system at 1320 Malachite Avenue (APN: 0298-145-30-0000) in the unincorporated community of Mentone and adopt Resolution No. 8719 relating to Pre-Annexation Agreement No. 25-01 (Development Services Director Desatnik)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

"I move to adopt Resolution No. 8718 and Resolution No. 8719."

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8718 for a new connection to the City of Redlands water distribution system at 1320 Malachite Avenue in the unincorporated community of Mentone, Outside Service Case (OSC) No. 25-01, and determine that the adoption of Resolution No. 8718 is exempt from environmental review pursuant to Sections 15303(a) and 15319(b) of CEQA guidelines.

Upon City Council adoption of Resolution No. 8718, staff recommends that the City Council adopt Resolution No. 8719 to approve Pre-Annexation No. 25-01 for the provision of water service to a 0.35 acre parcel located at 1320 Malachite Avenue in the unincorporated community of Mentone, and determine that adoption of Resolution No. 8719 is exempt from environmental review pursuant to Sections 15319 and 15303 of CEQA guidelines.

DISCUSSION:

Staff recently received a water connection application from Nasimul Anwar and Marina Kozanova for the property located at 1320 Malachite Avenue (APN: 0298-145-30-0000), in the unincorporated community of Mentone, which is a parcel located approximately 0.68 miles east of the Redlands city limits in the Mentone area. The applicant is proposing to connect to the City's domestic water system to obtain water for a proposed single family residence. It is currently a vacant lot. If a connection is approved, the property will install an appropriately sized water meter for domestic usage.

The applicant is not proposing a connection to the City of Redlands sewer system as doing so would require construction of approximately 2,385’ of sewer main in order to reach the existing 8” diameter sewer main in Mentone Boulevard at Opal Avenue. Determination of whether an Onsite Waste Treatment System (OWTS) or sewer main extension will be required is under the purview of the County of San Bernardino.

The Redlands Municipal Code (RMC) requires the Municipal Utilities and Engineering Department (MUED) Director and Development Services Department (DSD) Director to present completed applications for utility connections outside the city limits to the City Council for a determination if the public health, safety and welfare, and the best interests of the citizens of Redlands is served by the application, and to provide direction to staff regarding the preparation of a Pre-Annexation Agreement.

The following items were reviewed and deemed complete by the MUED and DSD Directors:

1. Application for availability for an Outside Service Contract (OSC) water connection;
2. Application for environmental review and a Pre-Annexation Agreement;

OSC 25-01 is for a water service connection for a proposed single residence. The number of service connections for small projects outside of the City is limited to twenty-five (25) per year per Measure "U." Currently, 25 residential unit water connections are still available for small projects in 2025.

Pursuant to the RMC, the City Council may consider the following factors in making its determination that the public health, safety and welfare, and the best interests of the citizens of Redlands are served by the application:

1. The relationship of the property and its proposed use to the City’s General Plan and zoning ordinances;
2. The relationship of the property and its proposed use to the City’s Water Master Plan, the City’s Water Capital Improvement Programs, the City’s Sewer Master Plan, and the City’s Sewer Capital Infrastructure program;

3. The proximity of the property to the City's boundaries and existing utility infrastructure;
4. The proposed potential for new revenue sources for the City to pay for City services provided to the project as a result of annexation and development of the property; and,
5. The standards proposed for development of the property.

Approval of OSC 25-01 allows the applicant to physically connect to the water system, which serves the public health, safety, and welfare, and the best interests of the citizens of Redlands.

Consistency with the General Plan:

The subject property is located in the Low Medium Density Residential land use designation of the General Plan, which supports residential uses such as single-family homes. The property is approximately 0.35 acres and is currently undeveloped. The proposed use of this parcel as a single family residence is consistent with the City of Redlands General Plan. In the event that the property is annexed into the City, the property would most appropriately be zoned Single Family Residential (R-1) under the City's zoning code.

Adjacent to the parcel there is an 8" water main in Malachite Avenue.

The site is located in the County of San Bernardino and the County would be the approval authority for any construction on this parcel due to the site's location outside of the Redlands city limits. See Attachment A and Attachment B. The County does not provide domestic water or sewer service to the site. The City of Redlands has the ability to provide both water and sewer services to unincorporated areas surrounding the City. The specific area of this property does not yet have sewer service available. The nearest sewer main is approximately 0.45 miles westerly of this particular property.

With the adoption of Resolution No. 8718 (Attachment C), the City Council will make a finding that OSC 25-01 for water distribution for 1320 Malachite Avenue, Mentone, is consistent with the Redlands General Plan and the public health, safety, and welfare of the citizens of Redlands.

In the interests of expediency, a Pre-Annexation Agreement has already been prepared and is attached to Resolution No. 8719 (Attachment D). This request for a Pre-Annexation Agreement is necessary for the property owner to obtain City water service. By adoption of Resolution 8719, the City Council authorizes staff to proceed with the preparation of a Pre-Annexation Agreement for the subject property.

The "project" before the City for purposes of the California Environmental Quality Act (CEQA) is the decision by the City Council to enter into a Pre-Annexation Agreement with the property owner for a parcel located outside the City. This

will enable the provision of City domestic water service making it possible for the property owner to obtain domestic water for the proposed single-family residence. This type of application is exempt from environmental review pursuant to CEQA Guidelines Section 15319 (Annexations of Existing Facilities and Lots for Exempt Facilities) and Section 15303 (New Construction of Small Structures), which exempts construction of a single-family residence and extensions of water mains of a reasonable length to support the construction of a single-family residence. There is no possibility of any significant environmental effects as a result of the Pre-Annexation Agreement.

ALTERNATIVES:

City Council may deny the staff recommendation if Council determines OSC 25-01 does not serve the public health, safety, and welfare, and the best interests of the citizens of Redlands, or is inconsistent with the General Plan.

Additionally, the City Council can continue the item and request more information on any specific concerns.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Brian Desatnik, Development Services Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Christopher Boatman, Assistant City Manager
John Harris, Municipal Utilities and Engineering Director

PREPARED BY:
Donald Young, One Stop Permit Center Manager

Fiscal Impact

Fiscal Year: 25-26

Revenue Generating: Yes

Appropriation Required Y/N: No

Discussion:

Property owner will pay all fees required per Measure "U" prior to installation of the water meter.

Attachments

Attachment A - Location Map

Attachment B - Aerial Photograph

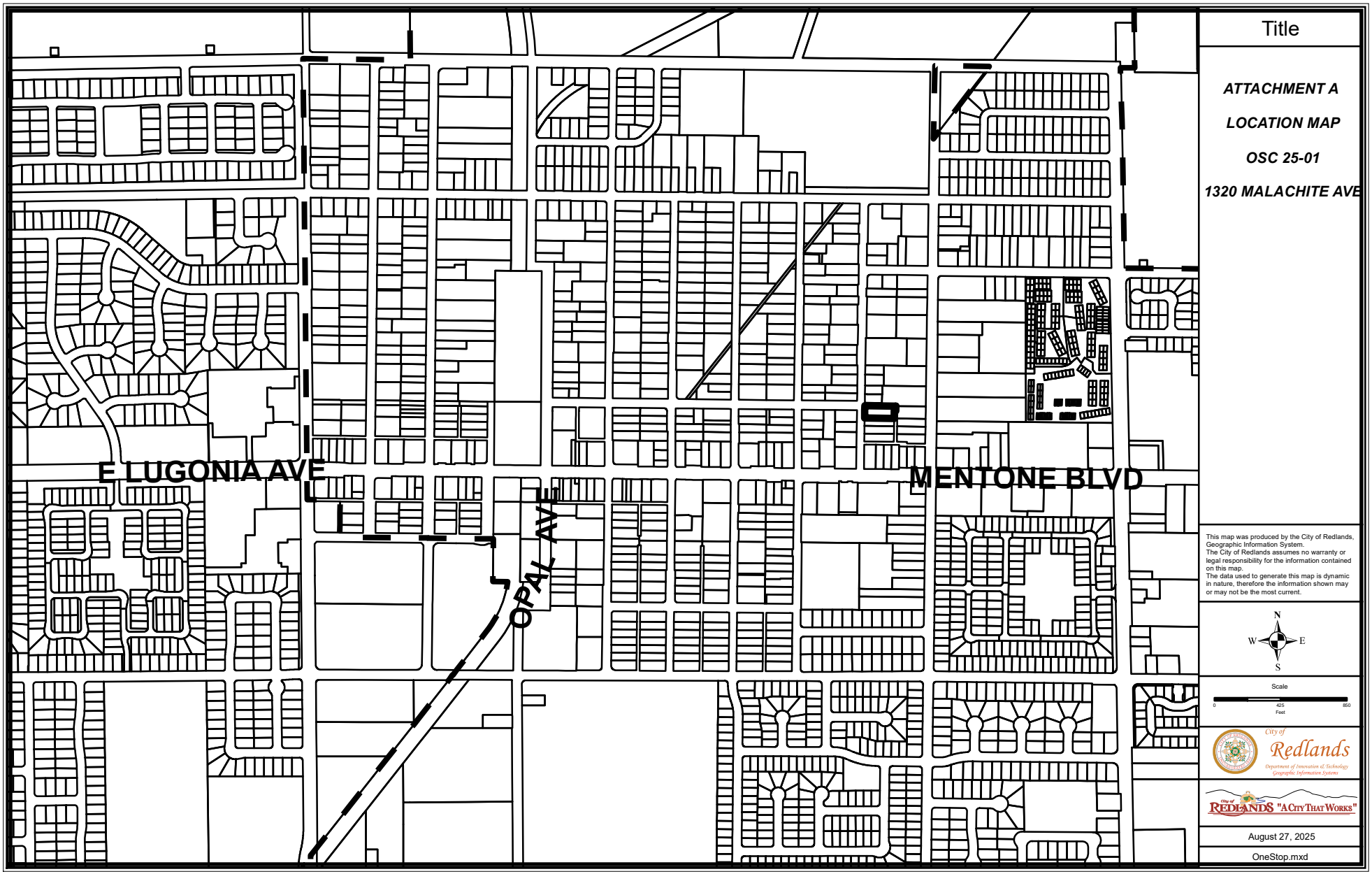
Attachment C - Resolution No. 8718

Attachment D - Resolution No. 8719

Attachment E-1 - Draft Pre-Annexation Agreement

Attachment E-2 - Exhibit A to Agreement (Site Plan)

Attachment E-3 - Exhibit B to Agreement (Grant Deed)



Title

ATTACHMENT A

LOCATION MAP

OSC 25-01

1320 MALACHITE AVE

This map was produced by the City of Redlands, Geographic Information System.
The City of Redlands assumes no warranty or legal responsibility for the information contained on this map.
The data used to generate this map is dynamic in nature, therefore the information shown may or may not be the most current.

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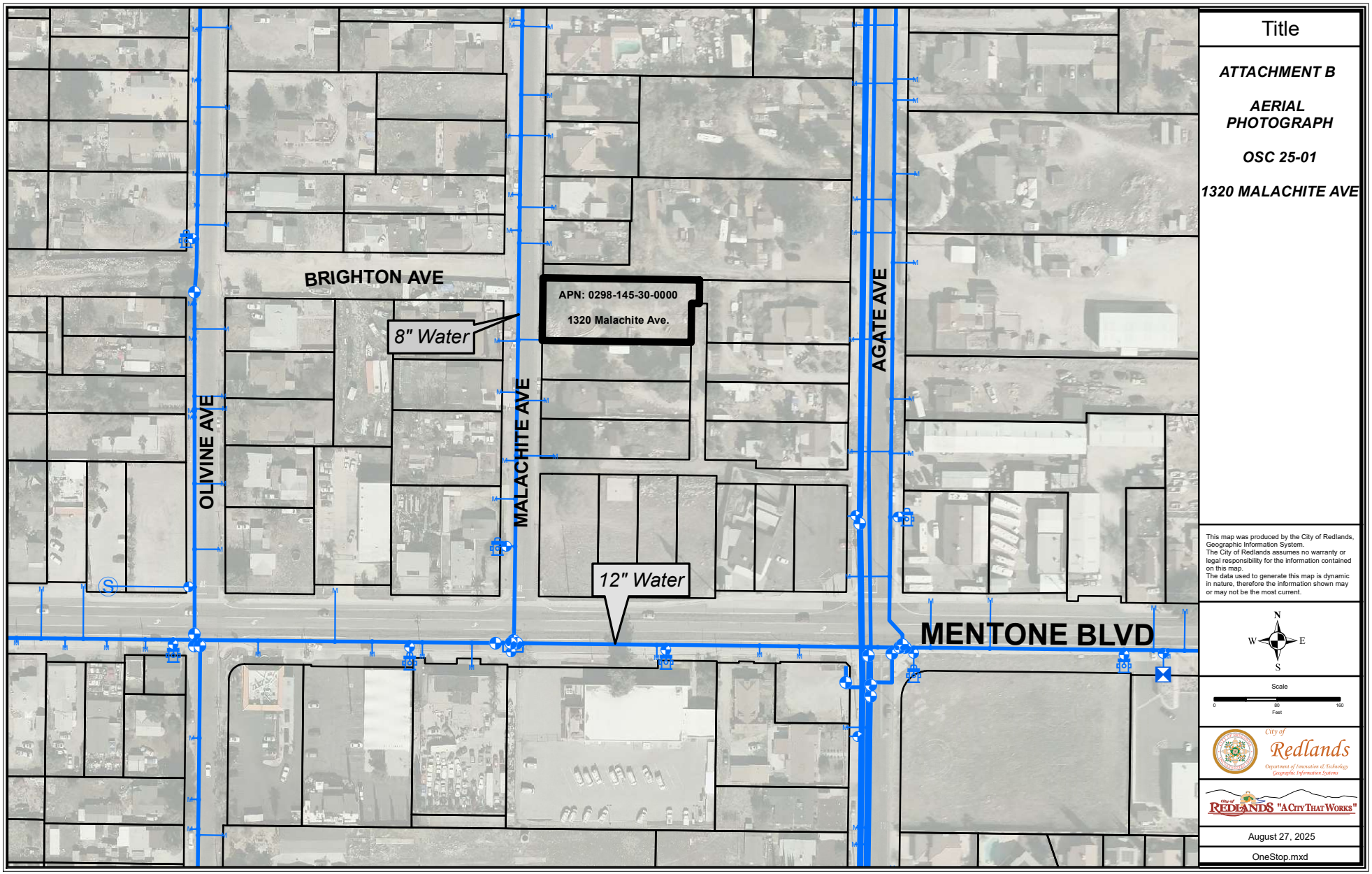
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City of Redlands
Department of Innovation & Technology
Geographic Information Systems

City of REDLANDS "A City That Works"

August 27, 2025

OneStop.mxd


BRIGHTON AVE
APN: 0298-145-30-0000
1320 Malachite Ave.
8" Water
OLIVINE AVE
MALACHITE AVE
AGATE AVE
12" Water
MENTONE BLVD
Title
ATTACHMENT B
AERIAL PHOTOGRAPH
OSC 25-01
1320 MALACHITE AVE
This map was produced by the City of Redlands, Geographic Information System.
The City of Redlands assumes no warranty or legal responsibility for the information contained on this map.
The data used to generate this map is dynamic in nature, therefore the information shown may or may not be the most current.
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City of Redlands
Department of Innovation & Technology
Geographic Information Systems
City of Redlands "A City That Works"
August 27, 2025
OneStop.mxd

RESOLUTION NO. 8718

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DETERMINING OUTSIDE CITY CASE NO. 25-01 IS CONSISTENT WITH THE REDLANDS GENERAL PLAN AND THE PUBLIC HEALTH, SAFETY, WELFARE AND BEST INTERESTS OF THE CITIZENS OF REDLANDS ARE SERVED BY THE CONTINUED PROCESSING OF OUTSIDE CITY CASE NO. 25-01

WHEREAS, Nasimul Anwar and Marina Kozanova have filed an application for an Outside City Case No. 25-01 with the City of Redlands for a water connection for a proposed single family residence on a vacant parcel located at 1320 Malachite Avenue in the unincorporated community of Mentone (APN: 0298-145-30-0000); and

WHEREAS, Nasimul Anwar and Marina Kozanova have concurrently applied for a pre-annexation agreement with the Development Services Department;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. The City Council hereby determines that approval of this Resolution is exempt from review under California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15303(a) and 15319(b) as CEQA exempts the conversion of small structures and the annexation of lots for exempt facilities.

Section 2. The City Council hereby determines that Outside City Case No. 25-01 is consistent with the City of Redlands General Plan and the public health, safety, welfare and best interests of the citizens of Redlands are served by the City's continued processing of the application; and

Section 3. The City Council hereby directs staff to prepare a pre-annexation agreement for 1320 Malachite Avenue in the unincorporated community of Mentone (APN: 0298-145-30-0000).

ADOPTED, SIGNED AND APPROVED this 7th day of October, 2025.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 7th day of October, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 8719

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS APPROVING PRE-ANNEXATION AGREEMENT NO. 24-02, RELATED TO OUTSIDE CITY UTILITY CONNECTIONS FOR WATER SERVICE FOR A LOT LOCATED AT 1320 MALACHITE AVENUE (APN: 0298-145-30-0000), WITHIN THE UNINCORPORATED COMMUNITY OF MENTONE WITHIN SAN BERNARDINO COUNTY.

WHEREAS, Nasimul Anwar and Marina Kozanova have filed an application for Outside City Case No. 25-01 and Pre-Annexation No. 25-01 with the City for an outside City utility connection for a 0.35 acre parcel located at 1320 Malachite Avenue (APN: 0298-145-30-0000) in the unincorporated community of Mentone within San Bernardino County; and

WHEREAS, on October 7, 2025, the City Council found that Outside City Case No. 25-01 was consistent with the City's General Plan and determined the public health, safety, welfare of the residents of Redlands would be served by the City's continued processing of the Outside City Case application, determined that the City of Redlands was acting as a Responsible Agency under the California Environmental Quality Act, and directed staff to prepare a Pre-Annexation Agreement; and

WHEREAS, the subject property's land use designation in the 2035 General Plan is Low Medium Density Residential and the proposed project is consistent with the 2035 General Plan land use designation; and

WHEREAS, the proposal is not subject to environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301(a) for existing facilities and Section 15319 pertaining to annexations of existing facilities and lots for exempt facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

SECTION 1. The City Council of the City of Redlands hereby determines that the proposed Pre-Annexation Agreement is not subject to environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301 (Existing Facilities) and Section 15319 (Annexations of Existing Facilities and Lots for Exempt Facilities).

SECTION 2. The City Council hereby approves Pre-Annexation No. 24-02 (Exhibit A) for the provision of water service to enable development of a water service connection for an proposed single family residence on the lot located at 1320 Malachite Avenue (APN: 0298-245-30-0000) in the unincorporated community of San Bernardino County.

ADOPTED, SIGNED AND APPROVED this 7th day of October, 2025.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting thereof held on the 7th day of October, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT A

Pre-Annexation Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY CLERK'S OFFICE
CITY OF REDLANDS
P.O. BOX 3005
REDLANDS, CA 92373

(THIS SPACE FOR RECORDER'S USE ONLY)

AGREEMENT FOR ANNEXATION AND PROVISION FOR CITY UTILITY SERVICES

This Agreement for Annexation and Provision of City Utility Services ("Agreement") is made and entered into this 7th day of October, 2025, by and between the City of Redlands, a municipal corporation organized and existing under the laws of the State of California ("City") and Nasimul Anwar and Marina Kozanova, Husband and Wife as Joint Tenants, ("Property Owner"). City and Property Owner are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, to provide for orderly planning, City (1) has the authority pursuant to Government Code sections 65300 and 65301 to include within its General Plan property outside its boundaries which is in City's sphere of influence or, which in City's judgment, bears a relation to its strategic planning, and (2) also has the authority pursuant to Government Code section 65859 to pre-zone property within its sphere of influence for the purpose of determining the zoning designation that will apply to such property in the event of a subsequent annexation of the property to City; and

WHEREAS, California case law, including but not limited to, *Dateline Builders, Inc. v. City of Santa Rosa* (1983) 146 Cal. App. 3d, 520 and *County of Del Norte v. City of Crescent City* (1999) which state in relevant part that it is not against the law or public policy for a city or county to use utilities as a tool to manage growth, provides that a city has no obligation, and may use its sole discretion, to extend utility services outside its corporate boundaries; and

WHEREAS, Property Owner owns a parcel of land generally located at 1320 Malachite Avenue and identified as county of San Bernardino Assessor's Parcel Number 0298-145-30-0000 ("Property") in the unincorporated area of the county of San Bernardino within the City's sphere of influence, as described in Exhibit "A" titled "Site Plan" and Exhibit "B" titled "Grant Deed" has made a request and application to City to receive water service for property located in the unincorporated area of the county of San Bernardino, and has provided evidence satisfactory to City that Property Owner is the fee owner of the Property; and

WHEREAS, Government Code section 56133 authorizes the City to provide new or extended utility services by contract outside its jurisdictional boundaries if it first receives written approval from the Local Agency Formation Commission for San Bernardino County ("LAFCO"), and provides that LAFCO may authorize City to provide such services within City's sphere of influence in anticipation of a later change of organization; and

WHEREAS, City's General Plan and Chapter 13.60 of the Redlands Municipal Code establish policies and procedures for the approval of City utility services to properties located within the City's sphere of influence and require, among other things, the owner of the property to be served to enter into an agreement, and record the same in the official records of the county of San Bernardino, requiring the property owner to annex the property to City upon certain conditions; and

WHEREAS, City has prepared a General Plan for the unincorporated area in which the Property is located to provide for the orderly planning of such area, and has determined that the proposed development of the Property is consistent with the goals and policies of City's General Plan; and

WHEREAS, it is the policy and goal of City to discourage and not facilitate development in City's sphere of influence which is unwilling and/or fails to comply with City's General Plan and City's development standards by refusing to extend utility services in such instances; and

WHEREAS, pursuant to the requirements of Chapter 13.60 of the Redlands Municipal Code and in consideration for City's agreement to extend utility services outside its jurisdictional boundaries to the Property, Property Owner has entered into this Agreement to provide assurances to City that connection to City's domestic water system will occur in accordance with the Redlands General Plan and the development standards of the Redlands Municipal Code, and that the Property shall be annexed to City in accordance with this Agreement's terms, provisions and conditions;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Property Owner agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct.

2. Provision of Utility Services. City agrees to provide domestic water service to the Property consistent with the terms and conditions of this Agreement, provided that the connection complies with all rules and regulations of City governing the extension and provision of utility services to properties located outside City's boundaries at the time a request by Property Owner for application for a water connection is approved by City's Municipal Utilities and Engineering Department. Nothing herein represents a commitment by City to provide such service unless and until Property Owner complies with all such rules and regulations. As a condition of approval of an application for water connection, and prior to receiving any service, Property Owner agrees to

pay the full cost of such service as established by City for the extension of utility services to the Property.

3. Agreement to Develop by City Standards. In consideration of City's agreement to provide City water service to the Property, Property Owner shall develop the Property in accordance with the Redlands General Plan and any applicable development standards of the Redlands Municipal Code.

4. Agreement to Annex. In consideration of City's agreement to provide City water service to the Property, Property Owner hereby irrevocably consents to annexation of the Property to City and agrees it shall take any and all reasonable and necessary actions, and fully and in good faith cooperate with City, to cause the annexation of the Property to City. Property Owner and City agree that in the event City initiates an annexation of the Property, City shall be responsible for the costs of such annexation. In all other instances where the annexation of the Property is proposed to City, Property Owner shall be responsible for such costs.

5. Payment of Fees. As a condition of receiving domestic water service from City, Property Owner shall pay to City all then-established applicable development impact fees, water acquisition fees, and user fees specifically for such domestic water service.

6. Taxes and Assessments. Property Owner hereby consents to the imposition of, and agrees that Property Owner shall pay, all taxes and assessments imposed and/or levied by City which may be applicable to the Property at the time the Property is annexed to City.

7. Recordation. By entering into this Agreement, Property Owner and City acknowledge and agree that, among other things, it is the express intention of the Parties that any and all successors in interest, assigns, heirs and executors of Property Owner shall have actual and constructive notice of Property Owner's obligations under, and the benefits and burdens of, this Agreement. Therefore, this Agreement and any amendments hereof, shall be recorded in the official records of the county of San Bernardino. Property Owner further agrees that City shall, at the sole cost of Property Owner, have the right to cause the recordation of this Agreement.

8. Breach/Failure to Annex In the event Property Owner fails to comply with its obligations under this Agreement or takes any action to protest, challenge, contravene or otherwise breach any of its obligations or representations under this Agreement, City shall have the right to, without any liability whatsoever, cease the provision of City utility services to the Property. This right shall be in addition to any other legal or equitable relief available to City.

9. Not a Partnership. The Parties specifically acknowledge that Property Owner's development of the Property is a private project, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint-venture or other association of any kind is formed by this Agreement. The only relationship between City and Property Owner is that of a governmental entity regulating the development of private property and the owner of such property.

10. Indemnity and Cost of Litigation.

A. Property Owner agrees to and shall hold City, and its elected and appointed officials, officers, agents, and employees free and harmless from any and all liability for damage or claims for damage for personal injury, including death, and claims for property damage which may arise from the operations, errors, or omissions of Property Owner or those of its contractors, subcontractors, agents, employees or any other persons acting on Property Owner's behalf which relate to development of the Property. Property Owner agrees to and shall defend, indemnify and hold harmless City, its elected officials, officers, agents, employees and representatives from all actions for damages caused or alleged to have been caused by reason of Property Owner's acts, errors or omissions in connection with the development of the Property. This hold harmless agreement applies to all damages and claims for damages suffered or alleged to have been suffered by reason of Property Owner's or its representatives' acts, errors or omissions regardless of whether or not City supplied, prepared or approved plans or specifications relating to the development of the Property and regardless of whether or not any insurance policies of Property Owner relating to such development are applicable.

B. Property Owner shall defend, at its expense, including attorneys' fees, indemnify and hold harmless City, and its elected and appointed officials, officers, agents and employees from any claim, action or proceeding against any of them to attack, set aside, void or annual the approval of this Agreement or the approval of any permit or entitlement granted in furtherance of this Agreement. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding.

11. Liquidated Damages. In the event that the property is not annexed to City in accordance with the terms of the Agreement, the then existing owner of the Property shall pay each year to City, as liquidated damages, a sum equal to the property taxes and any sales taxes the City would have received had the Property been annexed. Failure to make such liquidated damages payments shall be good cause for City to cease service to the Property.

12. Section Headings. All section headings and sub-headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

13. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of California.

14. Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for a Party's use of in-house counsel.

15. Binding Effect. The burdens of this Agreement bind and the benefits of this Agreement inure to the assigns and successors in interest of the Parties.

16. Authority to Execute. The person or persons executing this Agreement warrant and

represent that they have the authority to execute this Agreement on behalf of the legal, fee title owner of the Property.

17. Waiver and Release. Property Owner hereby waives and releases any and all claims it may have against City, and its elected and appointed officials, officers, employees and agents with respect to any City actions or omissions relating to the development of the Property, and the Parties' entry into, and execution of, this Agreement. Property Owner makes such waiver and release with full knowledge of Civil Code Section 1542, and hereby waives any and all rights thereunder to the extent of this waiver and release, of such Section 1542 is applicable. Civil Code Section 1542 provides as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

18. Construction. The Parties agree that each Party and its counsel have reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement. The Parties further agree that this Agreement represents a voluntary "arms-length" transaction agreed to by and between the Parties and that each Party has had the opportunity to consult with legal counsel regarding the terms, conditions and effect of this Agreement.

19. Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the Parties as to the matters contained herein, and there are no oral or written representations, understandings or ancillary covenants or agreements which are not contained or expressly referenced herein, and no testimony or evidence of any such representations, understandings or covenants shall be admissible in any preceding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

CITY OF REDLANDS

By: _____
Mario Saucedo, Mayor

PROPERTY OWNER

By: _____
Nasimul Anwar, Owner

By: _____
Marina Kozanova, Owner

ATTEST:

By: _____

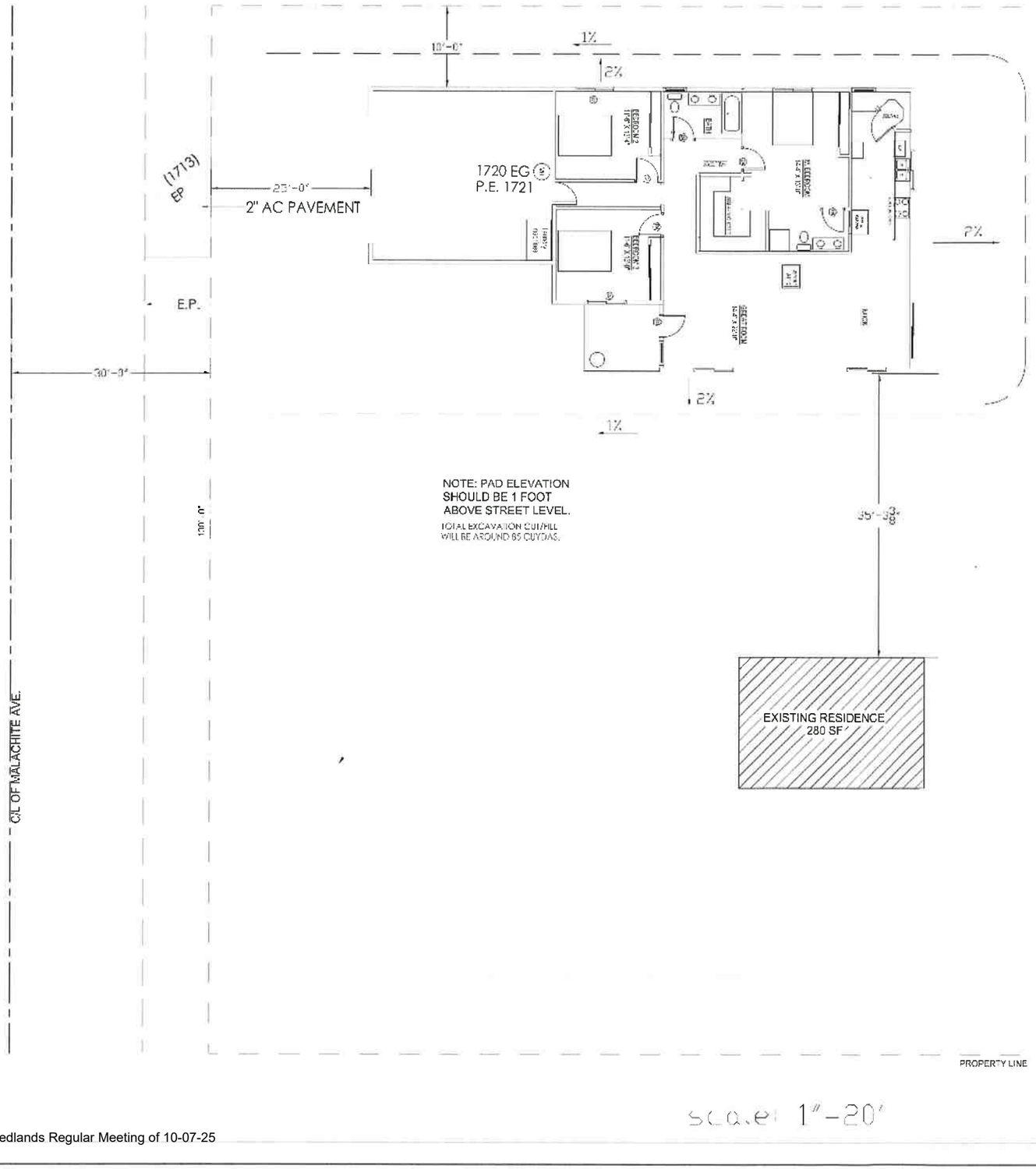
Jeanne Donaldson, City Clerk

EXHIBIT “A”

SITE PLAN

EXHIBIT “B”

GRANT DEED



REDLANDS
APR 28 2025
ONE STOP PERMIT CENTER

ENCORE ENGINEERS
712 NAPA AVE
REDLANDS, CA 92374
Email: ahsanh@encore engineers.com

SHEET TITLE
SITE PLAN
1320 MALACHITE STREET, MENTONE

SHEET
AS-1

RECORDING REQUESTED BY:
Orange Coast Title Company of Southern California

WHEN RECORDED MAIL DOCUMENT AND TAX STATEMENT TO:

Nasimul Anwar
Marina Kozanova
31216 Quarry Street
Mentone CA 92359
APN: 0298-145-26-0-000
TITLE ORDER NO.: 210-2183055-15
ESCROW NO.: 2183055-PR
TRA NO.: 104003

Electronically
Recorded in Official Records
County of San Bernardino
Bob Dutton
Assessor-Recorder-County Clerk

DOC# 2020-0436262

11/05/2020 12:02 PM	Titles: 1	Pages: 3
SAN	Fees	$20.00
	Taxes	$99.00
F9343	CA SB2 Fee	0.00
	Total	$119.00

THIS SPACE FOR RECORDER'S USE ONLY

GRANT DEED

The undersigned Grantor(s) declare(s) that the **DOCUMENTARY TRANSFER TAX IS: $ 99.00 County**
XX computed on the full value of the interest of property conveyed, or
___ computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.
___ OR transfer is EXEMPT from tax for the following reason:

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Ryan Daniel McCormick, a Single Man

HEREBY GRANT(S) to Nasimul Anwar and Marina Kozanova, Husband and Wife as Joint Tenants

All that real property situated in the City of Mentone, County of San Bernardino, State of California, described as:
SEE ATTACHED EXHIBIT "A"

Commonly Known As: 1320 Malachite Ave, Mentone, CA 92359

October 26, 2020

Ryan Daniel McCormick *RYAN DANIEL MCCORMICK*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document

STATE OF CALIFORNIA)
COUNTY OF San Bernardino)

On October 30, 2020, before me, Jacquelyn Saintis, a Notary Public
personally appeared Ryan Daniel McCormick

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (SEAL)

JACQUELYN SAINTIS
COMM. #2285038
Notary Public - California
San Bernardino County
My Comm. Expires May 10, 2023

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Exhibit "A"

Lots 1 and 2 of Tract No. 1830, Brighton Subdivision, in the County of San Bernardino, State of California, as per Map recorded in Book 26, Page 38 of Maps, in the Office of the County Recorder of said County.

Note No. 1:

By Resolution of the Board of Supervisors of San Bernardino County, California, dated April 16, 1945, Brighton Avenue, also known as Bath Avenue, between the East line of Malachite Avenue and the West line of Agate Avenue, was vacated and abandoned. A certified copy of said Resolution was recorded April 18, 1945 in Book 1776, Page 75, Official Records.

Note No. 2:

By Resolution of the Board of Supervisors of the San Bernardino County, California, dated December 17, 1945 and recorded December 20, 1945 in Book 1832, Page 345, Official Records, the width of Malachite Avenue lying between the Northerly line of Mentone Boulevard and the Southerly line of Capri Avenue, was reduced to a width of 50 feet being 25 feet on either side of the centerline of said avenue.

City Council Meeting **I. 7.**

DATE: 10/07/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Notice to conduct an annual review of approved Development Agreements in accordance with Chapter 18.220 of the Redlands Municipal Code (Development Services Director Desatnik)

MOTION(S):

If the City Council determines that the staff recommendation is appropriate, the following motion is provided:

"I move to receive and file this notice."

RECOMMENDATION:

Staff recommends that the City Council acknowledge receipt of the notice that the following Development Agreements will be subject to an annual review for calendar year 2024 in accordance with Chapter 18.220 of the Redlands Municipal Code (RMC):

1. Mountainview Power Company
2. Robertson's Ready Mix, Ltd
3. Cemex Construction Materials, L.P.
4. Cal-Red Facility, LLC, a Delaware limited liability company, and Redlands Health Services and AV Associates
5. Redlands Community Hospital
6. ESRI (Environmental Systems Research Institute)
7. VPV State Street Village, LLC.

DISCUSSION:

Redlands Municipal Code Section 18.220.180 establishes the requirement for an annual review of approved Development Agreements. This provision provides that the City shall review Development Agreements at least once every twelve (12) months from the date of their approval. Pursuant to Government Code Section 65865.1, the applicant for a Development Agreement has the duty to demonstrate its good faith compliance with the terms of the Development Agreement at the time of the review. The City's cost for the annual review is paid by the applicant. There are currently seven (7) active Development Agreements that have been in effect for at least one year with the City.

The following provides a brief summary of each current Agreement:

1. **Mountainview Power Company** - This project is a steam electric power-generating facility operated by Southern California Edison, located at the northeast corner of San Bernardino Avenue and Mountain View Avenue. The Agreement became effective on October 24, 2000, and extends for a 30-year period.
2. **Robertson's Ready Mix, Ltd** - This agreement implements a business license tax payable to the City quarterly, based on the tonnage mined by Robertson's within the City of Redlands. The Agreement was approved by the City Council on July 17, 2001, and remains in effect for a 65-year period.
3. **Cemex Construction Materials, L.P.** - This Agreement implements a business license tax payable to the City quarterly, based on tonnage mined or processed within the City of Redlands. The Agreement was approved by the City Council on July 17, 2001, and remains in effect for a 65-year period.
4. **Cal-Red Facility, LLC, a Delaware limited liability company; Redlands Health Services, a California Corporation; and AV Associates, a California Limited Partnership** - This Agreement is for the operation and future expansion of the Assistencia Villa, a licensed Skilled Nursing Facility located on Barton Road. The Agreement was approved by the City Council on December 2, 2003, and the term of the Agreement is for 30 years.
5. **Redlands Community Hospital** - This Agreement addresses implementation of the long-range plan for the expansion of Redlands Community Hospital. The Agreement was approved by the City Council on December 2, 2003, and the term of the Agreement is for 30 years.
6. **Environmental Systems Research Institute (ESRI)** – This Agreement addresses the long-term development and expansion of the ESRI corporate headquarters, located at 380 New York Street. The Agreement was approved by the City Council on July 5, 2005, and remains in effect for 30 years.

7. **VPV State Street Village** - This Agreement addresses development of the State Street Village project (on the former Redlands Mall property). The Agreement was approved by the City Council on July 19, 2022, and remains in effect for 15 years.

Staff is required under RMC Section 18.220.180 to first provide notice to the City Council, at a regularly scheduled meeting, that a Development Agreement will undergo an annual review in accordance with this chapter. Since these agreements all have different anniversary dates, staff historically has prepared the annual report for all the agreements at one time. Staff will be contacting the applicants, and return to Council with a review of each Development Agreement for Council's consideration within 60 days.

ALTERNATIVES:

The City Council may continue the matter and request additional information.

STRATEGIC PLAN:
Not applicable.

SUBMITTED BY:
Brian Desatnik, Development Services Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Chris Boatman, Assistant City Manager
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Sean Reilly, Principal Planner

Fiscal Impact

Fiscal Year:	24-25
Revenue Generating:	No
Appropriation Required Y/N:	No

Discussion:

No fiscal impact to the General Fund. The cost of the annual review will be paid by the applicants.

City Council Meeting **I. 8.**

DATE: 10/07/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a First Amendment to the Agreement with CelPlan Technologies Incorporated for Video Management System Replacement (Management Services/Finance Director Garcia)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move that the City Council approve a First Amendment to the Agreement with CelPlan Technologies Incorporated for Video Management System Replacement.

RECOMMENDATION:

Staff recommends that the City Council approve the First Amendment to the Agreement with CelPlan Technologies Incorporated for Video Management System Replacement in the amount of $119,020.

DISCUSSION:

In October 2024, the City Council approved an agreement with CelPlan Technologies Inc. to implement a comprehensive replacement of the City's Video Management System. This initiative introduced a modern, city-wide video surveillance solution designed to enhance public safety and operational efficiency.

Over the past year, CelPlan has undertaken a full-scale redesign of the system, including the deployment of a new wireless network to support seamless connectivity for camera equipment across the city. As part of this upgrade, all existing cameras in the downtown core and surrounding perimeter areas were replaced with high-definition units, significantly improving the City's ability to

monitor high-traffic zones and respond to incidents more effectively.

During the initial phase of implementation, City staff identified several additional locations, particularly within the downtown area where expanded camera coverage would further support public safety efforts. These sites require new wireless infrastructure to accommodate the additional camera feeds.

The proposed amendment, totaling $119,020, would fund the installation of these supplemental cameras and the necessary network enhancements, ensuring broader coverage and continued improvement of the City's surveillance capabilities.

ALTERNATIVES:

The City Council may deny the motion and provide alternative direction to staff.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

PREPARED BY:
Eric Owens, Information Technology Manager

Fiscal Impact

Fiscal Year:	FY25-26
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	$119,020
Budgeted Y/N:	Yes
Account No.:	604900

Discussion:

There is sufficient funding in the Division of Innovation & Technology budget to cover the cost of the first amendment to the agreement with CelPlan Technologies, Inc.

Attachments

CelPlan Technologies Inc Professional Services Agreement 10.15.2024

CelPlan Technologies Amendment

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Video Management System Replacement ("Agreement") is made and entered in this 15th day of October, 2024 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and CelPlan Technologies Inc, a Virginia corporation. ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide a Video Management System Replacement that will include design installation, configuration, and maintenance services for City (the "Services").

1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates Danielle Garcia, Management Services Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the implementation services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "B," titled "Project Schedule," which is attached hereto and incorporated herein by reference.

4.2 The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by four (4) additional one-year terms (each, an "Extended

Term"), on the same terms and conditions, by providing written notice to Consultant at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.

4.3 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Compensation: The compensation for Consultant's performance of the Services shall not exceed the amount of One Million One Hundred Fifty-Eight Thousand Six Dollars and Twenty Nine Cents ($1,158,006.29) for the Services provided during the Initial Term. This agreement may be extended by four (4) one-year terms (Extended Terms). Should this Agreement be extended, the compensation for Consultant's performance for the Services shall not exceed the amount of Two Hundred Thirty-One Thousand Seven Hundred Fifty-One Dollars and Thirty One Cents ($231,751.31) for the first Extended Term; Two Hundred Forty-One Thousand Twenty-One Dollars and Thirty Six Cents ($241,021.36) for the second Extended Term; Two Hundred Forty-Seven Thousand Forty-Six Dollars and Ninety Cents ($247,046.90) for the third Extended Term; and Two Hundred Fifty-Three Thousand Two Hundred Twenty-Three Dollars and Seven Cents ($253,223.07) for the fourth Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Two Million One-Hundred Thirty-One Thousand Forty-Eight Dollars and Ninety Three Cents ($2,131,048.93). For the Initial Term and each Extended Term, City shall pay Consultant on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "C," titled "Schedule of Values," which is attached hereto and incorporated herein by this reference.

5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:	CONSULTANT:
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org Phone: (909) 798-7531	Paulo Leite, Chief Operating Officer CelPlan Technologies, Inc. 1920 Association Dr. Reston, Virgina 20191 4th Floor paulo@celplan.com Phone: (703) 259-4025

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "G," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars ($1,000,000) per claim made.

D. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

E. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the

Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.6 This Agreement, including the Exhibit "D," titled "Exclusions," Exhibit "E," titled "Standard Support Terms, Structure, and Procedure," and Exhibit "F," titled "Genetec Global & Privacy Policy," are incorporated herein by reference, and represents the entire

agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Eddie Tejeda, Mayor

CELPLAN TECHNOLOGIES, INC

By: Paulo Leite
Paulo Leite, Chief Operating Officer

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

1 Video Management System (VMS) Replacement for City of Redlands

The City of Redlands aims to enhance its public safety and security infrastructure by replacing its existing, disparate video management systems with a unified, city-wide solution. The project will involve the design, installation, configuration, and maintenance of a new wireless camera system integrated with a robust VMS platform. The new system will provide comprehensive video surveillance coverage across the city, improve incident response capabilities, and offer a user-friendly interface for monitoring and management. The project will also ensure future integration with an access control system (ACS) to further enhance security measures.

2 Project Objectives

The core objectives of this project are as follows:

2.1 Consolidate and Upgrade:

Replace the existing camera system with a single, integrated Citywide Genetec Software Solution

The project will implement Genetec Security Center as the core software platform for the Video Management System (VMS). Genetec Security Center is a unified security platform that blends IP video surveillance, access control, and automatic license plate recognition (ALPR) into a single intuitive interface. Key features of Genetec Security Center include:

- Omnicast: The IP video management system of Security Center, providing seamless management of digital video, audio, and data across any IP network.
- Synergis: The IP access control system (ACS) that will allow for future integration and unified security operations – for future.
- Advanced reporting and analytics capabilities to support efficient incident response and investigation.
- Scalable architecture to support the city's growing needs.
- Robust cybersecurity features to protect the integrity and confidentiality of surveillance data.

2.2 Wireless Network Hardware

The project will involve the replacement (up to 100%) of the existing wireless network infrastructure with state-of- the-art equipment from Ubiquiti, Mikrotik, Mimosa, and Cambium Networks.

2.3 Camera Upgrades

The project will involve the replacement (up to 30%) of the existing camera network infrastructure with state-of- the-art equipment from Axis and Hanwha.

2.4 VMS Hardware Infrastructure

To support the new Genetec Security Center VMS, the project will deploy new server hardware from Dell Technologies:

- Dell PowerEdge Rack Servers for primary VMS operations for high-capacity, reliable video storage
- We will be re-using the existing network infrastructure where available and applicable for connectivity from City; any new required networking equipment will be additional to the scope of work

2.5 Comprehensive Coverage:

Provide reliable in place upgrade of existing infrastructure with proposed video surveillance system across public areas, critical infrastructure, and other designated locations throughout the city.

2.6 Enhanced Security:

Improve public safety and security by deterring crime, aiding in investigations, and facilitating rapid response to incidents with newer high resolution and multisensory cameras and higher reliability and higher bandwidth wireless equipment.

2.7 Efficient Incident Management:

Streamline incident response and investigation processes for law enforcement and city officials through improved access to video evidence and data though an IP driven Genetec Video Management System – Security Center.

2.8 User-Friendly Interface:

Implement the Genetec VMS platform that is intuitive and easy to use for monitoring, management, and retrieval of video footage.

2.9 Future-Proofing:

Ensure the system is scalable and adaptable to future needs, including integration with an access control (ACS) and automated license plate recognition (ALPR) systems.

3 Project Tasks

The project encompasses the following key deliverables:

3.1 Comprehensive System Design

3.1.1 Evaluate Existing Infrastructure:

- Conduct a thorough assessment of the current camera systems, network infrastructure, and user requirements to develop a comprehensive migration plan. The assessment will include documenting the brand, model, warranty, and capabilities of each existing camera, as well as identifying any undocumented routes, links, and credentials. The goal is to establish a clear baseline understanding of the current environment to inform the design and migration strategy.

3.1.2 Detailed Specifications:

- Provide detailed technical specifications for all hardware and software components, including cameras, wireless equipment, servers, storage, and VMS software. The specifications will ensure that all components are compatible and meet the city's performance and security requirements. This detailed planning will help prevent scope creep and ensure that the project stays on track. The proposed solution will utilize the **Genetec Security Center** platform, which includes the **Omnicast** VMS for video management.

3.1.3 Wireless Network Design:

- Design a robust and scalable wireless/mesh network infrastructure to support the camera system, ensuring reliable connectivity and bandwidth. The network design will leverage **Cambium PMP 450v** point- to-multipoint radios in the 6GHz band for high-bandwidth backhaul links and **Ubiquiti, Mikrotik, and Mimosa** point-to-point and point-to – Multipoint radios for additional connectivity where needed. The design will consider factors such as coverage area, signal strength, and potential interference to ensure optimal performance. This design phase emphasizes the importance of proactively addressing potential risks and challenges.

3.1.4 IP Network Design:

Develop an IP network design and addressing scheme that accommodates the new camera system and integrates with the existing city network infrastructure. The IP network design will ensure seamless communication between cameras, servers, and user workstations. This integration highlights the need for effective communication and coordination between different project elements.

3.1.5 Milestone for Payment: Contract Signature/Design Review (30%)

- - This milestone triggers the first payment upon successful completion of the system design and approval by the City. It signifies the completion of a major project phase

and ensures that the design meets the city's expectations before proceeding with further implementation.

3.2 Hardware Procurement and Installation

3.2.1 Camera Installation:

- Supply and install approximately 50 IP cameras from a total of 166 cameras, strategically positioned throughout the city, corresponding to **up to 30%** of existing cameras as needed to ensure compatibility and optimal coverage. The camera installation will include proper mounting, alignment, and configuration to ensure optimal image quality and coverage. This phase emphasizes the importance of quality control and ensuring that the installed equipment meets the project's specifications.

3.2.2 Network Deployment:

- Install wireless/mesh network equipment, including access points, antennas, and other necessary components, to establish a reliable communication network for the camera system. The network deployment will adhere to industry best practices and comply with all relevant regulations. This phase highlights the importance of adhering to technical standards and regulatory requirements. **Up to 100% of the existing wireless network will be replaced** to ensure compatibility and optimal performance with the new VMS solution

3.2.3 Infrastructure Implementation:

- Install power supplies, grounding systems, and other infrastructure elements to support the camera and network installations. Customer to provide mounting structures and continuous 120VAC power. The infrastructure implementation will be carried out safely and efficiently, minimizing disruption to the city's operations. This phase underscores the need for careful planning and execution to avoid delays and ensure the project's success.

3.2.4 VMS Implementation:

- Deploy the Genetec Omnicast VMS software and associated server infrastructure, ensuring adequate storage capacity and processing power to handle the video data. **New Dell servers** will be procured and configured to host the VMS software and provide reliable storage for video recordings. The VMS implementation will include configuring the server, installing the software, and setting up storage solutions. This phase emphasizes the importance of proper configuration and testing to ensure the system's functionality and reliability.

3.2.5 Milestone for Payment: Equipment Delivery (20%) –

- This milestone triggers the second payment upon successful delivery and verification of all necessary hardware and software components. It ensures that the city receives the agreed-upon equipment before making further payments.

3.2.6 Milestone for Payment: Start of Installation (20%) –

- This milestone triggers the third payment upon commencement of the physical installation of cameras, network equipment, and other infrastructure elements. It marks the transition from planning and procurement to the actual implementation phase.

3.3 System Configuration

3.3.1 VMS Configuration:

- Configure the VMS software according to the city's specific requirements, including camera settings, recording schedules, and user access levels. The configuration will ensure that the VMS operates optimally and meets the city's surveillance objectives. This phase highlights the importance of customizing the system to meet the specific needs and workflows of the city's users.

3.3.2 User Management:

- Set up user accounts, access rights, and monitoring views based on the roles and responsibilities of different city departments and personnel. User accounts and permissions will be configured to maintain data security and control access to sensitive information. This aspect emphasizes the importance of data security and access control in a surveillance system.

3.3.3 Storage Management:

- Implement storage policies that define retention periods for video footage based on camera location and importance, ranging from 3 to 24 months. The storage policies will ensure that video data is retained for the required duration while optimizing storage utilization. This phase reflects the need for efficient data management and balancing storage requirements with cost considerations.

3.4 Integration

3.4.1 Camera Integration:

- Integrate existing compatible cameras into the new VMS platform, ensuring seamless access to live and recorded video feeds from all cameras. The integration process will involve configuring the VMS to recognize and communicate with the existing cameras. This phase emphasizes the importance of integrating legacy systems and maximizing the value of existing investments.

3.4.2 ACS Integration (future SOW):

- Ensure the VMS platform is capable of future integration with an access control system (ACS), allowing for centralized management of both video surveillance and access control functions. The VMS will be selected and configured to support seamless integration with an ACS when the city decides to implement one. This future integration capability reflects the importance of scalability and adaptability in

a long-term technology solution.

3.5 Training

3.5.1 Administrator Training:

- Provide comprehensive training to designated city staff on the configuration, management, and maintenance of the VMS system. The administrator training will cover advanced topics such as system configuration, user management, and troubleshooting. This training emphasizes the importance of knowledge transfer and empowering city staffto manage the system effectively.

3.5.2 End-User Training:

- Conduct multiple training sessions for end-users from various city departments, covering system operation, video retrieval, and basic troubleshooting. The end-user training will focus on practical skills and knowledge required for day-to-day use of the system. This training ensures that all users can utilize the system efficiently and confidently.

3.5.3 Training Materials:

- Deliver all necessary training materials, including user manuals, quick reference guides, and system documentation, to ensure users can effectively utilize the system. The training materials will serve as a valuable reference for users after the training sessions are completed. The acceptance testing will involve both functional and performance tests to ensure the system operates as intended and meets the city's expectations. The successful completion of this phase will mark the formal acceptance of the system by the city.

3.5.4 Milestone for Payment: Training (20%)

- This milestone triggers the fourth payment upon completion of the first training session.

3.6 Project Acceptance and Completion

3.6.1 Acceptance Testing:

- The acceptance testing is jointly executed between CelPlan and Customer's staff to test each system component and functionality creating an eventual punch list that needs to be resolved by CelPlan ASAP. Once the pending items on the punch list are resolved, the project is completed and delivered to the Customer for normal operation along with all related documentation.

3.6.2 As-Built Documentation:

- Provide detailed as-built documentation, including network diagrams, equipment inventories, and configuration settings, to facilitate future maintenance and upgrades. The as-built documentation will serve as a valuable reference for future system modifications and troubleshooting. This documentation ensures that the city has a clear and accurate record of the installed system.

3.6.3 System Documentation:

- Deliver comprehensive system documentation and user guides, covering all aspects of system operation, maintenance, and troubleshooting. The system documentation will empower city staff to operate and maintain the system independently. This documentation promotes knowledge transfer and self-sufficiency, reducing the city's reliance on external support.

3.6.4 Milestone for Payment: Completion (10%)

- This milestone triggers the final payment upon successful completion of all project deliverables, including acceptance testing and documentation. It signifies the official handover of the system to the city.

3.7 Project Management

3.7.1 Dedicated Project Manager:

- Assign a dedicated project manager to oversee all aspects of the project, ensuring effective communication, coordination, and timely execution of tasks. The project manager will be the primary point of contact for the city and will ensure that the project is completed on time, within budget, and to the required quality standards. The project manager's role is crucial in ensuring the project's overall success and maintaining alignment with the city's goals and expectations.

3.7.2 Progress Reporting:

- Provide regular status reports to the city, detailing project progress, milestones achieved, and any potential issues or risks. The project manager will provide transparent and timely updates to the city, ensuring they are informed of the project's status and any potential challenges. Regular progress reporting fosters trust and transparency, keeping the city engaged and informed throughout the project lifecycle.

3.7.3 Project Meetings:

- Conduct regular project meetings with city representatives to discuss progress, address any concerns, and ensure alignment with project objectives and timelines. The project meetings will foster collaboration and ensure that the project remains on track and meets the city's evolving needs. These meetings provide a forum for open communication and collaboration, ensuring that the project stays aligned with the city's vision.

3.8 Ongoing Support

3.8.1 Warranty:

- Provide a one-year warranty on all installed equipment, covering any defects in materials or workmanship. The warranty will give the city peace of mind, knowing that any issues with the equipment will be addressed promptly. This warranty demonstrates the commitment to quality and provides assurance to the city that the system will be supported in the initial period after deployment.

3.8.2 Technical Support:

- Offer 24/7 technical support services to address any system issues or user inquiries promptly. The 24/7 technical support will ensure that any problems are resolved quickly, minimizing system downtime and disruptions. This ongoing support ensures that the city has access to expert assistance whenever needed, maximizing system uptime and user satisfaction.

3.8.3 Preventative Maintenance:

- Conduct regular preventative maintenance visits to ensure optimal system performance and identify any potential problems before they cause disruptions. Preventative maintenance will help to identify and address potential issues before they escalate, reducing the risk of system failures and costly repairs. This proactive approach to maintenance helps to extend the system's lifespan and ensure its continued reliability.

3.8.4 Software Updates:

- Provide software updates and patches as needed to address security vulnerabilities, improve system functionality, and enhance performance. Regular software updates will help to protect the system from cyber threats and ensure it continues to meet the city's evolving needs. This ongoing support ensures that the system remains secure and up to date with the latest technological advancements.

3.8.5 Milestone for Payment: Maintenance and Support - Annual (100%)

- This milestone triggers annual payments for ongoing maintenance and support services, ensuring the system's continued operation and optimal performance. This payment structure aligns the vendor's interests with the city's, incentivizing them to provide high-quality support and maintenance to ensure the system's longevity.

3.9 Final Project Report

3.9.1 Work Summary:

- Document all completed work, including a detailed description of the installed camera system, network infrastructure, and VMS configuration. The final project report will serve as a valuable reference for the city, documenting the project's scope, deliverables, and achievements. This documentation provides a comprehensive record of the project for future reference and audits.

3.9.2 Equipment Inventory:

- Provide a comprehensive inventory of all installed equipment, including make, model, serial number, and location. The equipment inventory will facilitate future maintenance, upgrades, and replacements. This inventory ensures that the city has a clear and organized record of its assets.

3.9.4 Performance Metrics:

- Summarize the results of acceptance testing and provide system performance metrics to demonstrate the effectiveness and reliability of the new VMS solution. The performance metrics will provide evidence of the system's effectiveness in meeting the city's security and surveillance objectives. This reporting helps to quantify the project's success and demonstrate the value delivered to the city.

This project scope of work outlines the key deliverables and responsibilities for the successful implementation of the City of Redlands' VMS replacement project. The project aims to provide a unified, reliable, and user-friendly video surveillance solution that enhances public safety, improves incident response, and supports future integration with an access control system. The project will be executed in accordance with industry best practices and project management principles, ensuring timely completion, cost-effectiveness, and high-quality deliverables.

The proposed solution will leverage the Genetec Security Center platform, incorporating the Omnicast VMS for video management and the Synergis system for future access control integration. The wireless network infrastructure will be built using Cambium PMP 450v and Mimosa radios, providing high-bandwidth and reliable connectivity. New Dell servers will be deployed to host the VMS software and store video data. The project will replace 100% of the existing wireless network and up to 30% of the existing cameras, ensuring compatibility and optimal performance with the new VMS solution.

EXHIBIT "B"
PROJECT SCHEDULE

Find below an initial project schedule describing the expected timeline for each task during project implementation. During project review, a detailed schedule shall be created incorporating the sequence and priority of implementation based on the Customer's requirements.

Task	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13
Contract Signing													
Project Kickoff Meeting													
Joint Site Survey													
Revised System Design													
Approval of System Design													
Existing System Documentation													
Data Closets/Server Rooms													
Access													
Building / Pole Permits													
Production / Procurement													
Software													
Servers													
Networking													
Radios													
Miscellaneous													
Installation													
Install Preparation													
Servers/storage													
Building Installation													
Electrical													
Wireless													
Ethernet													
Cameras													
Training													
Final Acceptance													
Project Management & QC													→

I:\cmo (ongoing)

EXHIBIT "C"

SCHEDULE OF VALUES

Find below the schedule of values during project implementation and maintenance and support phases. Note that the payment dates are tied to project completion milestones as illustrated on the Project Schedule in Exhibit B:

Total project price:

Table 1 Project Implementation

Project Implementation and Maintenance Year 1

Description	Itemization	Amounts
Materials (taxable)		**$534,339.69**
	Cameras	$132,992.62
	Infrastructure	$401,347.07
Materials (non-taxable)		**$61,740.06**
	Software	$61,740.06
Professional Services		**$313,030.26**
	Design/Engineering	$36,639.00
	Installation	$195,195.36
	Installation Cost	$77,044.65
	Project Management Cost	$4,151.25
MSP Y1		**$208,820.81**
Tax		**$40,075.48**
Total		**$1,158,006.29**

Maintenance and Support Subsequent Years

Description	Amounts
Materials (non-taxable)	$12,489.46
MSP	$219,261.85
Total Annual Subsequent Years	**$231,751.31**

Table 2 Schedule of Values

Project Implementation and Maintenance Year 1							
Milestone	**Description**	**Percentage**	Materials (taxable)	Materials (non-taxable)	Professional Services	Tax	**Total**
M1	Contract Signature/Design Review	30%	$160,301.91	$18,522.02	$93,909.08	$12,022.64	**$284,755.64**
M2	Equipment Delivery	20%	$106,867.94	$12,348.01	$62,606.05	$8,015.10	**$189,837.10**
M3	Start of Installation	20%	$106,867.94	$12,348.01	$62,606.05	$8,015.10	**$189,837.10**
M4	Training	20%	$106,867.94	$12,348.01	$62,606.05	$8,015.10	**$189,837.10**
M5	Completion	10%	$53,433.97	$6,174.01	$31,303.03	$4,007.55	**$94,918.55**
MSP Y1	Maintenance and Support - Annual	100%	$0.00	$0.00	$208,820.81	$0.00	**$208,820.81**
Total				**$1,158,006.29**			

Maintenance and Support Subsequent Years

Milestone	**Description**	**Percentage**	Materials (taxable)	Materials (non-taxable)	Professional Services	Tax	**Total**
MSP Y2	Maintenance and Support - Annual	100%	$0.00	$12,489.46	$219,261.85	$0.00	**$231,751.31**
MSP Y3	Maintenance and Support - Annual	100%	$0.00	$12,489.46	$228,531.90	$0.00	**$241,021.36**
MSP Y4	Maintenance and Support - Annual	100%	$0.00	$12,489.46	$234,557.44	0.00	**$247,046.90**
MSP Y5	Maintenance and Support - Annual	100%	$0.00	$12,489.46	$240,733.61	0.00	**$253,223.07**

Notes on Pricing:

1. Validity: This proposal is valid for 180 days from the due date of the proposal.

2. Payment Terms: Proposal pricing is based on CelPlan's standard payment terms (Net 30) as follows:
   a. 30% upon Contract Signature/Design Review
   b. 20% upon Equipment Delivery
   c. 20% at the Start of Installation
   d. 20% upon Training
   e. 10% upon Completion
   f. 100% of Annual Maintenance and Support

3. Charges: Services, maintenance, and software charges (including applicable taxes) are based on items provided as part of the baseline proposal. Charges may need to be adjusted based on selected options, if applicable.

4. Assumptions: The statement of work and assumptions outlined in this proposal apply to this offer; any changes to these assumptions may impact the price or offer accordingly.

5. Equipment Counts and Installation: Final equipment counts, and installation services will be determined jointly with the customer during the design review.

6. Customer-Provided Equipment: Workstations and monitors will be provided and configured by the customer.

7. Warranty: The entire system includes standard and extended equipment manufacturer's warranty. An optional Maintenance Support Plan can be offered and acquired by the customer, limited to parts provided by CelPlan Technologies for the purchased period.

8. Maintenance Support Plan (MSP): The MSP is an end-to-end service that includes troubleshooting, labor, parts, and equipment needed to keep the system operational.

9. The MSP is offered as a Maintenance and Support line item on the pricing form.

10. Remote Access Requirement: The maintenance and support terms, including the proposed price, assume that CelPlan will have remote access to troubleshoot all systems. This is a mandatory requirement.

11. Liability Disclaimer: CelPlan will not take any responsibility for damage due to misuse, mishandling, accidents, purposely inflicted damage, vandalism, natural disasters, etc., from the time of delivery to the customer site, regardless of system acceptance. The customer is responsible for appropriate insurance or repair/replacement costs. CelPlan will charge the customer for any repair and/or replacement components, and associated services.

EXHIBIT "D"
EXCLUSIONS

6 Exclusions

6.1 Exclusions and Additional Terms:

- **Equipment Damages:** Any damages to equipment are not covered.
- **Permits:** The cost of permits is not covered under this proposal.
- **Project Delays:** Delays outside of the vendor's control are not covered and will be charged on an hourly basis.

6.2 Maintenance and Support Plan (MSP) Exclusions:

- **Non-CelPlan Components:** For any issues reported that do not pertain to CelPlan-provided components or equipment maintained by CelPlan, the Customer will be charged at standard or overtime hourly rates, with a minimum charge of four (4) hours.

- **Exclusions from Maintenance:** The scope of maintenance services excludes damage or loss resulting from natural disasters, weather-related events, accidents, theft, intentional damage, lightning, vandalism, electrical services, and the installation of pole hardware.

- **Liability Disclaimer:** CelPlan disclaims any liability for damage resulting from misuse, mishandling, accidents, intentional acts, vandalism, natural disasters, or other causes from the time of notice of completion of services. The Customer is fully responsible for the cost of appropriate insurance coverage and any repair or replacement expenses. CelPlan will invoice the Customer for the cost of repair and/or replacement components, as well as associated services.

6.3 System Assumptions:

- The system design assumes the reuse of existing network components and other city infrastructure that were originally part of the security network or city network. This assumption is made to optimize resources and reduce costs for the city by avoiding the purchase of new equipment. Any equipment that is currently in place and can be effectively reused is expected to be available and in working condition. If the existing equipment cannot be reused, additional costs for new resources may be incurred.

7 Standard Support Terms, Structure and Procedure

7.1 Maintenance and Support Terms

7.1.1 Maintenance Plan Summary

Celplan's Standard Comprehensive Maintenance and Support Plan includes the following main features:

- Warranty of all CelPlan-provided equipment during maintenance period
- On-site (corrective) services
- Complete technical support service for all maintenance activities (phone calls, emails, visits, repairs, equipment rentals)
- Replacement parts
- Maintenance of local spares (at discretion of CelPlan)
- Preventative maintenance (inspection, cleaning)
- Software patches and upgrades (if applicable)
- Remote network health monitoring and diagnostics services (based on availability of VPN and suitable remote access)

7.1.2 Preventative Maintenance

CelPlan will perform weekly remote monitoring and diagnostics of the network to assure overall systems health (including verification of system bandwidth, redundant component failures - such as hard-drives, switches, power supply units, and UPS). If problems are detected, CelPlan will create a case number and report the Customer about the detected problem, and our resolution plan.

Secondly, CelPlan shall also perform periodic (annual at minimum) system field checks. Additionally, once per year, CelPlan shall perform a camera (lens) cleaning service for the CelPlan provided outdoor cameras.

CelPlan shall perform Software/Firmware updates on all components as required (semi-annually at minimum, if applicable).

7.1.3 Problem Reporting

A 24x7 customer service number and email address are available to report issues and create incident tickets. Detailed problem reporting procedure will be provided to the Customer at contract signature.

7.1.4 Problem Resolution Tracking

Based on received problem report, a case number will be assigned to the incident reported for mutual tracking purposes, with an acknowledgement provided to the Customer's assigned points of contact. Upon problem acknowledgement, the problem level will be assessed, upon which a resolution plan will be defined, and communicated to the Customer. Upon problem resolution, a notification of problem closure will be provided to assigned points of contact with the Customer.

7.1.5 Problem Definition

Using a tiered problem structure, we recognize three major categories of problems as follows:

- **Level 1**: Emergency problems, including overall network outage or server outage, and backhaul outage.
- **Level 2**: Problems affecting a portion of the network, with lack of access to camera(s).
- **Level 3**: Minor problems, affecting one camera unit, or a servicing requirement that does not immediately affect operation (such as failures in redundant components of the network).

7.1.6 Response Time

Adjusted to the problem level, the following standard response time targets are provided. In addition, case by case, CelPlan will collaborate as much as possible to adjust the response time to specific Customer needs in terms problem resolution and response time.

- **Level 1**: CelPlan targets to start on-line / remote diagnostics and resolution services within 4 business hours from problem reporting. In parallel, if required, CelPlan targets to mobilize the field team to target 24 business hour resolution.
- **Level 2**: CelPlan targets to start on-line / remote diagnostics and resolution services within 8 business hours from problem reporting. In parallel, if required, CelPlan targets to mobilize the field team and resolve within the next 2 business days.
- **Level 3**: CelPlan will provide problem acknowledgement within 8 business hours, and targets to start on- line / remote diagnostics and resolution services within 2 business days from problem reporting. In parallel, if required, CelPlan targets to mobilize the field team within 4 business days.
- **Level 4**: Third party related interruptions. Resolution time shall be identified on a case-by case basis.

7.1.7 Escalation Procedure

In addition to the standard support structure, CelPlan provides a (multi-tier) reporting escalation procedure to provide flexibility for specific cases, and immediately address problems or concerns regarding maintenance.

7.1.8 Spares and Equipment Replacement

Several spare items may be maintained locally or proximity of maintained site(s) at CelPlan's discretion.

7.1.9 Exceptions

For any reported problems not pertaining to CelPlan provided components or CelPlan maintained equipment the customers will be charged standard / overtime hourly rates with minimum 4-hour charge.

Maintenance excludes natural disasters, weather related damages, accidents, theft, inflicted damages, lightning, and vandalism.

CelPlan will not take any responsibility for damage due to misuse, mishandling, accidents, purposely inflicted damage, vandalism, natural disaster, etc., from time of notice of completion. The Customer will be responsible for cost or provisioning of appropriate insurance or repair/replacement costs. We will charge the Customer for the repair and/or replacement components, and associated services.

7.2 Procedure

Call support phone number(s) (see page 3) to explain the problem (during business hours). Depending on importance/urgency, 1st tier and/or 2nd tier number(s) can be used. (Leaving message is optional.)

In case the phone is not answered or outside of business hours, always immediately send an

e-mail to wi4netsupport@celplan.com to describe the problem.

CelPlan targets to acknowledge receipt of the request with a phone call and/or email within the subsequent 4 business hours.

CelPlan to provide a status update and plan for resolution within 24 hours.

CelPlan or partner field personnel will notify the monitoring staff (by phone) before field visits to notify such visit. Once the resolution is achieved, CelPlan will provide a phone call or email in order to provide the completion status.

In situations where vandalism is suspected and/or reported, the procedure is for our field team to remove the parts and send them to the manufacturer for full assessment and then based on their report a recommendation (and eventual quote) is sent to the customer where an approval is required for CelPlan's team to replace/reinstall components or complete nodes.

7.2 CelPlan Support

Main CelPlan support line is available 24/7:

- Phone numbers: (877)840-0734 or (703)259-4040
- Email address: wi4netsupport@celplan.com

7.3 CelPlan Escalation Procedure

For emergencies and report of structural support problems, the following additional CelPlan contacts are provided: Paulo Leite (COO): (703)259-4025 / paulo@celplan.com

Leonhard Korowajczuk (CEO/CTO): (703)259-4022 / leonhard@celplan.com

EXHIBIT "F"
GENETEC GLOBAL & PRIVACY POLICY

7.4 Genetec Global Privacy

At Genetec, we are committed to protecting our customers' personal data. This document will help you understand how we collect, manage and use their and their users' personal data as part of our provision of our products and services to you.

In essence, we (Genetec Inc., together with our affiliates, licensors, partners and contractors, including their respective successors and assigns, referred to as "**Genetec**", "**we**", "**us**" or "**our**") need to collect certain personal data about our customer (either you as an individual, or the legal entity that you represent, or for the benefit of which you are agreeing to these terms and have the full power and authority to bind contractually, as applicable; referred to as "Customer", "you", "your" or "yours") in order to be able to provide such Customer and/or its employees or other authorized users acting on its behalf (each a "user") with our products. We promise to work hard to preserve the integrity and the security of Customer's information (including that of its users) under our control. We will only use Customer's data in a manner consistent with this privacy policy, and will not share it with anyone for any other purpose.
In this document, the expression "**personal data**" means any information relating to an identified or an identifiable natural person. Such information may include, for example, the person's name, address, contact information (such as telephone numbers or email addresses), age, and gender. We further use the term "product" to refer to any product, service, solution or other offering made available by Genetec.

WE STRONGLY ENCOURAGE YOU TO CAREFULLY READ THIS DOCUMENT. YOUR (INCLUDING YOUR USERS') USE OF OUR PRODUCTS WILL MEAN THAT YOU ARE AWARE OF THE COLLECTION, STORAGE, USE AND DISCLOSURE OF PERSONAL DATA IN THE MANNER DESCRIBED IN THIS DOCUMENT.

1. **Why we need to collect personal data**

We need to collect certain personal data to better understand Customer's needs and preferences, and to provide our products to Customer and its users. Additionally, we may rely on such personal data to contact Customer regarding Customer's Genetec™ account, upcoming changes, improvements, software updates and upgrades, as well as to improve the effectiveness of our offerings, to conduct research, analysis and other business activities, as further explained in this privacy policy. In any event, the personal data will not be used, made available or otherwise disclosed for purposes other than those specified herein, unless we obtain Customer's prior approval or are required to do so by law.

2. **What kind of personal data may be concerned**

General
We make available a variety of products, any combination of which may be procured by Customer. Consequently, the scope and nature of information collected by us varies based on the products used by Customer. In any case, we access and collect personal data only to the extent necessary to ensure that Customer can access and use the products that it has procured. We may further collect information to identify and associate Customer with its Genetec account. This includes Customer's name, contact information, including mailing address, email addresses of certain users entitled to access and use the products for or on behalf of Customer, as well as other unique identifiers attributed to Customer (including its users) by us or by other service provider, as the case may be.

Additionally, we may collect and store personal data that Customer (including its users) chooses to provide to us, at its sole discretion, without us requiring it to do so. This may occur, for example, where you

disclose certain personal data to us when you contact us, or when you choose to store certain personal data in our products as part of your use of such offerings.
Please refer to relevant product privacy sheets for more information on the personal data that is collected and processed by us in relation to such product.

Personal data collected in relation to our products

Generally, our products may be grouped in four categories: on-premise software, cloud services, hybrid products and mobile applications. Below, you will find an overview of the type of information that may be collected and processed by us in relation to your use of our products. However, we encourage you to refer to the relevant product privacy sheet to better understand what information may be collected and processed by us in relation to your use of such product.

The first category combines our software products that are installed on infrastructure provided by or on behalf of Customer. In these cases, all personal data remains stored in the Customer's systems, and will not be shared with Genetec. Customer may, however, for its convenience, choose to enable the automated modules – known as the Genetec Update Service (GUS) and the System Availability Monitor (SAM) – which would respectively allow Customer, among other things, to receive automated software and firmware updates, security notifications, and other relevant nonmarketing content, and monitor the status of their physical security infrastructure. These modules, when enabled, will monitor and send to our systems information pertaining to the configuration, status and health of software and hardware associated with your installation of our on-premise products.

The second category groups cloud products that are hosted on systems made available by us. The extent of personal data that may be collected and processed by us as part of our cloud products will vary based on the type of cloud product being used.

Our hybrid products category represents products that are generally installed on infrastructure provided by or on behalf of Customer (with all of the personal data being hosted on-premise, as outlined above), but additionally require an internet connection to ensure that Customer holds a valid subscription to use such hybrid product.

We may also make available certain mobile applications to Customer in relation to its use of our products. Generally, our mobile applications are an extension of Customer's other Genetec products. Our mobile applications only collect and send to our systems a limited set of information, which includes hardware and operating system information, web browser version, certain anonymous usage data, as well as the mobile device's geographic location. All other information remains stored on the mobile device or in the relevant Genetec product.

Personal data collected in relation to Customer accounts
When you create a customer account with us in association with any Genetec product, we will require you to submit to us certain personal data to identify you (including your users) as the holder of such customer account, but also to protect information associated with your customer account from unauthorized disclosure. Such personal data may include, but is not limited to, Customer full name, user full name, address, contact information, you Genetec account username and password. It is your responsibility to provide all necessary information to and obtain all relevant approvals and consents from all your users in relation to their access and use of our products.
Personal data collected in relation to support services

When Customer contacts us, whether by phone, chat, email, through our websites or otherwise, we may keep a record of such communications to help solve issues that Customer might be dealing with, but also for training, quality assurance and statistical purposes, as well as to improve our products. Please note that we may aggregate personal data to generate various performance, analytical and statistical data, as well as to develop new products. When we do so, we ensure that such information becomes anonymized and may no longer be associated with an identifiable individual.

Personal data collected via our websites

When you visit our websites, we may collect certain information automatically from your device. In some countries, including countries in the European Economic Area, this information may be considered personal data under applicable data protection laws. Specifically, the information we collect automatically may include information like your IP address, device type, unique device identification numbers, browser-type, preferences, broad geographic location (e.g. country or city-level location) and other technical information. We may also collect information about how your device has interacted with our Website, including the pages accessed and links clicked. Collecting this information enables us to better understand the visitors who come to our website, where they come from, and what content on our website is of interest to them. We use this information for our internal analytics purposes and to improve the quality and relevance of our website to our visitors.

Some of this information may be collected using cookies and similar tracking technology (collectively, "**Cookies**"). We use cookies to collect and use personal data about you. For further information about the types of Cookies we use, why, and how you can control Cookies, please see our Cookie Notice.

3. **Who may have access to personal data**

At Genetec, we recognize and respect the importance of protecting our customer's personal data. Keeping personal data in strict confidence is a core part of our commitment to service excellence. We do not sell or rent any personal data to any third party. However, to provide Customer with our products, we may share Customer's personal data with our affiliated companies, parent entities and subsidiaries, for internal business purposes, as well as with our partners acting on our behalf in relation to the provision of such products.

As many other service providers, we use third party partners' help in some aspects of our business operations, which, in some cases, involves processing or handling of Customer's personal data. However, before we do so, we take appropriate measures to safeguard personal data, and to ensure that it is used only in a manner consistent with this privacy policy.

These measures also include protecting personal data within our organization. Such information may only be accessible by those employees, agents, representatives and contractors of Genetec who need to know such information as part of their duties. We further ensure that our employees, agents, representatives and contractors perform their duties in a way compatible with the terms and conditions described in this document.
We may be required to disclose information that we have on Customer and its users (including its and their personal data) to governing and law enforcement authorities, including where required by law, a court order, or by other legal obligations that we may have in any jurisdiction.

4. **How we protect personal data**

We work diligently to maintain administrative, technical and physical controls consistent with industry best practices to protect Customer's personal data against unauthorized access or use. We leverage industry-leading technologies, including server authentication and data encryption, to protect personal data during transit over the internet and at rest.

5. **Where personal data may be processed**

While our global headquarters are based in Montreal, Canada, Genetec, together with our partners and affiliated companies, operate in various locations worldwide. As a result, we may store or otherwise process personal data in many places around the world, including outside the state, province or country where Customer is located, in which case personal data may become subject to foreign laws, and, therefore, may be available to the governing authorities under local laws and regulations. We will use various legal and contractual means to ensure that data transfers are done in compliance with applicable laws and industry best practices.

In certain cases, we may enable Customer to choose the location of data centers where we will store Customer's personal data. Please note that the availability of choice of data center locations varies based on the product, as well as on Customer's geographical location.

If Customer is a resident of the European Union (EU) or the European Economic Area (EEA), we make sure that his/her personal data is transferred to third countries outside the EU/EEA that are deemed "adequate" by the European Commission (a list of adequate countries is available here). Alternatively, where your personal data is not sent to a country that provides adequate protection, we will put in place appropriate safeguards to ensure that your personal data remains protected while it is being processed outside the EU/EEA in accordance with applicable privacy laws. These appropriate safeguards may include signing the European Commission's Standard Contractual Clauses with the group entity, third party service provider or partner outside the EU/EEA with whom we share your personal data. For further information about transfers of personal data, please refer to the "How to contact us" section below.

6. **Keeping personal data accurate and up-to-date**

We rely considerably on your personal data to ensure that we provide Customer with the best possible experience. It is, therefore, important that your personal data available to us remains up to date. As such, if you notice that the information that we have on Customer in our files is no longer accurate or is incomplete, we strongly encourage you to contact us with the most current information. Not doing so may, in some cases, affect our capacity to deliver to our products. Note that before updating Customer's personal data, we may ask you to verify your identity before we can act on the request.

7. **Retention of personal data**

Customer's personal data will be stored in accordance with our retention policies and processes. We will keep Customer's information only for as long as it is necessary for us to fulfill our obligations. Thereafter, we will put necessary efforts to permanently dispose of your personal data, unless we are required to keep it for legitimate business or legal purposes.

8. **Legal basis for processing personal data**

The legal basis for collecting and using the personal data described above will depend on the personal data concerned and the specific context in which we collect it. However, we will normally collect personal data from you only where we have your consent to do so, where we need the personal data to perform a contract with you or to comply with applicable laws, or where the processing is in our legitimate interests and not overridden by your data protection interests or fundamental rights and freedoms.

If we ask you to provide personal data to comply with a legal requirement or to perform a contact with you, we will make this clear at the relevant time and advise you whether the provision of your personal data is mandatory or not (as well as of the possible consequences if you do not provide your personal data).

Similarly, if we collect and use your personal data in reliance on our legitimate interests (or those of any third party), we will make clear to you at the relevant time what those legitimate interests are.

In other situations, Customer (including its users) must always give us clear consent for the collection, use and processing of personal data in order for us to do so. This can be done in several ways, for example, by phone, chat, email, by click of a button, or other similar means.

Occasionally, a Customer may give us access to, or provide us with, additional personal data which may be necessary to enable us to provide our products to Customer. This may, for example, happen when Customer chooses to enable a relevant feature in a product. In such case, we will treat such personal data in accordance with the terms of this privacy policy and the applicable laws.

When Customer procures or uses our products, Customer acknowledges and agrees that Customer has the necessary authority and all relevant consents (including those that may be required from its uses) to transfer such personal data to us, and allow us to treat such personal data in accordance with this privacy policy.

9. **Minors**

The products that we provide are not intended for individuals below the age of 18. If you are under 18, please do not provide your personal information to us.

10. **Openness and accountability**

Within Genetec, our privacy team is responsible for our security and privacy-related matters, including the application of this privacy policy. He and his team oversee training of our staff to ensure security compliance and to raise privacy awareness. Security, transparency and integrity are among the key values at Genetec. We will gladly answer any questions or concerns that you may have with respect to your privacy or the security of your personal data, or if they wish to request a correction of your personal data in our custody or control. Please do not hesitate to reach us by visiting the "contact us" section of our website.

11. **Your data protection rights**

You have the right to request access to, and obtain a copy of, your personal data. You may also request that any personal data that is inaccurate or incomplete be rectified or completed. Note however that, in some cases, we may not be able to provide you access to your personal data. This may occur when providing such access would be likely to impact the privacy or the security of a third party, or for other valid reasons in accordance with applicable laws. In these events, we will advise you in writing of the grounds of our decision.

Under certain legal conditions (for example, where the personal data is no longer needed to achieve the purposes for which the information was initially collected) you may request that your personal data be erased. In addition, you may object to the processing of your personal data, ask us to restrict processing of your personal data or request portability of your personal data under certain legal conditions.

In situations, other than those outlined above in this section, where the processing of your personal data is based on your consent, you have the right to withdraw your consent at any time. Please note, however, that withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal data conducted in reliance on other lawful processing grounds (such in relation to your account or use of your products under a contract).

You also have the right to opt-out of electronic marketing communications that we may send you at any time and free of charge. You may exercise this right by clicking on the "unsubscribe", "opt-out" or other similar links in the marketing e-mails that we may send you. To opt-out of other forms of marketing (such as postal marketing or telemarketing), please contact us using the contact details provided under the "How to contact us" heading below. However, we may still contact you using your contact information for example to share important technical or functional information relating to your account or use of our products.

If we are unable to resolve an issue to your satisfaction, you may choose to request assistance from, or submit a complaint to, the privacy authorities, such as the Privacy Commissioner of Canada, who may be contacted at 1-800-282-1376

You may exercise any of the rights described above at any time by contacting us as described under the "How to contact us" section below. We will respond to your request in accordance with applicable data protection laws.

12. **How to contact us**

If you have any questions, concerns or complaints about this privacy policy, or the way we process your personal data, or if you want to exercise your rights as described above, please contact our Data Protection Officer and our privacy team by email at privacy@genetec.com, or by postal mail at the following address: 2280 AlfredNobel Blvd., Suite 400, Montreal, QC, H4S 2A4, Canada. .

13. **Updates to this privacy policy**

Continuous improvement of our products is key to our goal to providing our customers with the most innovative and relevant solutions. We, therefore, continuously implement new technologies and improving our processes, software and services, which may require us to update this privacy policy from time to time, without prior notice. However, if we make any major changes to our privacy practices, we will publish a relevant notice on our corporate website.

The revised version of this document terms will take effect as soon as it is made available on our website with regards to all new customers. If any revision to this policy outlines any material changes to the way that we use or otherwise process any personal data, we will provide a more prominent notice.
Where applicable, we will also provide Customer with instructions on how to opt in to or opt out from our new products, or communications. Note that some aspects of our products may not be available to Customer if Customer chooses to opt out from certain communications.

This privacy policy has been last updated on December 4, 2019. Please note that this version takes into account the provisions of Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

7.5 Genetec Privacy Policy

Product Privacy Sheet - Genetec™ Security Center

This document is a supplement to the Genetec Privacy Policy and applies to the following Genetec product: Genetec™ Security Center.

December 4, 2019

This document is a supplement to the Genetec Global Policy available above (Section 7.4) and applies to the following Genetec Product (the "Product"): Genetec™ Security Center.

Overview

As part of your use of the Product, you (either you as an individual, or the legal entity that you represent, as applicable; referred to as "you", "your" or "yours"), or your users, may upload, receive or generate certain information or data ("Data"). This document outlines what type of Data is concerned and to what extent Genetec (also referred to as "we", "us" or "our") may access, store, use or otherwise process (referred to as "processing", "process" or other similar words) your Data.

Deployment environment

Please keep in mind that the Product deployment environment may impact the scope of Data processing. It is therefore essential to determine how the Product will be deployed in order to fully understand the implications of Data access.

The deployment in a "Local Environment" means that the Product is deployed in an infrastructure not provided by Genetec, all Data is stored in the data hosting systems and servers provided by you and is not made available to Genetec except as outlined in this document.

The deployment in a "Cloud Environment" means that the Product is deployed in the hosting environment provided by Genetec (and hosted by Microsoft Azure in its secure Azure data centers). The environment will normally contain the data of other Genetec customers, but each customer's respective Data is logically segregated so that no one single customer may see or access other customers' Data. Your Data will not be visible to any other customer using their instance of the Product from the same Cloud Environment.

When the Product is provided in a combination of a Cloud Environment and a Local Environment, we refer to such deployment as a Hybrid Environment. In these cases, the accessibility of the Data will vary according to the design of the deployed Product. Please refer to the description of Data use cases above to determine how such Data will be processed by us.

What type of Data will be captured by the

Product? Common components

Directory

The Security Center Director ("Directory") is the component of the Product that manages all system configurations, settings and other Data listed below, which will all remain in the Product until it is deleted.

User Data: The Directory is responsible for the authentication of all user connections and, as such, will capture user identifiers to uniquely identify authorized users. This includes their name, e-mail address, and contact information that is configured in the Product. Additionally, the Product keeps a record of all user activities as part of its audit trail, which may also include changes to the system configuration made by each

user. By default, this Data is stored for a period of 90 days, but you may disable its capture.

Usage Data: The Directory captures certain non-personal statistical and usage Data, such as the user action type, the type of capture (manual or automatic), and so forth. Usage Data does not contain any of your personal or confidential Data.

System configuration: Various Data regarding your configuration settings will be captured by the Product through the Directory, such as the operating system language used, your Product identification, the version of the Genetec products installed on your device, and so forth.

GUS and SAM

The Product includes two connected services that you may enable at your discretion: GUS and SAM.

The first, the Genetec Update Service (GUS), enables you to update your Product when a new release becomes available to you. Among other things, GUS allows you to receive automated software and firmware updates, security notifications and other relevant non marketing content. To do so, GUS collects Data about your system usage, comprised of directories, roles, units, entities that you have in your security system and their availability (up and down times), which does not contain any personal information.

The second, the System Availability Monitor (SAM), allows your system administrators (which may include your system integrator) to have a general overview of the status and availability of any security systems connected to the Product. To do so, SAM will use the same Data as collected by GUS to compile statistics on the availability and health of the Product, such as the uptime percentage, the average time between errors and the average time an entity takes to come back online. SAM requires an active subscription to Genetec Advantage program to operate.

To facilitate proactive support and improve communication, GUS and SAM are configured to allow Genetec to receive Data described above by default. You may choose to enable GUS and SAM on an anonymous basis, meaning that all the Data submitted to Genetec will be kept in an aggregate manner with the like Data from other Genetec customers and we will not be able to identify you as the source of such Data. You may also select to disable GUS and SAM, in which case no Data will be collected. Please note, however, that these last two options might limit some of the respective service's capabilities.

Optional components

As the Product is a modular platform, you need to obtain a license to use one or more of its optional components to fully leverage the capabilities of the Product. The Data collected by the Product will vary depending on the component covered by your license, as described below.

Omnicast™

Omnicast™ is our video management system, the core function of which is to record and enable you to manage video footage from your connected cameras. Omnicast™ is only available for deployment in Local Environments and, as such, none of the Data listed below will be made available to Genetec.

Video recording and metadata: The Product captures video recording from each camera enrolled in the Product, including the associated metadata, including timestamps, geolocation, and so forth.

Device Data: The Product will also capture Data on the connected cameras, such as their respective name and model. This information will also be used by the Product to recommend and make available to you firmware updates available for such cameras, where the feature is supported.

AutoVu™

AutoVu™ is our automatic license plate recognition system. AutoVu™ works natively with our AutoVu™ Sharp cameras. These cameras are designed to capture relevant Data allowing you to use them with AutoVu™, Genetec Patroller™ and/or Genetec Motoscan™ systems. To provide protection against system or network failures, these devices are designed to capture, and store internally, license plate identification, images and metadata (including timestamps and the geolocation) until such Data is offloaded.

Below is a list of the Data collected and stored as part of your use of AutoVu™, irrespective of the infrastructure in which you deploy the Product. AutoVu™ systems are available for deployments in Local, Cloud or Hybrid Environments. Additionally, the Data collected as described below is stored according to the retention periods you define, which may vary depending on the type of Data.

License plate identification: The Product will capture and recognise all license plate identification to enable you to geographically locate the vehicle identified using the Product. This includes the license plate number and the state / province / country of issuance.

Images and metadata: The Product further captures images of a vehicle identified using the Product, as well as the associated image metadata, such as the vehicle's make and model, its speed, relative motion and the like. This may include images of the license plate of the vehicle, the vehicle itself and images of the surrounding areas, which may include images of individuals passing by at the time the images were captured.

Device Data: The Product captures device Data on the AutoVu™ Sharp cameras connected to your AutoVu™ system, including the name and model of the connected cameras. The Product will further capture unique device identifiers on devices used to capture the Data of the vehicle identified using the Product, which may include unique identifiers of cameras, computers, sensors and other hardware or software used to capture and process such Data as part of the use of the Product.

Event Data: Based on your configuration of the Product, it will use the license plate identification, images and metadata (as described above), as well as the time when the captured event occurred and its geolocation to generate Data related to the event, such as parking sessions information and parking ticket transactions.

You may also choose to import additional Data into the Product, such as permit lists and hot lists. With this imported Data, you can further configure the Product to handle events to include whether a vehicle is being

looked for or not, whether a permit is valid or not, the capacity of the parking lot visited, descriptive information of vehicles you are looking for, and so forth.

Genetec Patroller™ and Genetec Motoscan™

Just like AutoVu™, Genetec Patroller™ and Genetec Motoscan™ are our specialized license plate recognition software. However, Genetec Patroller™ is intended for in vehicle deployments only, while Genetec Motoscan™ is intended for deployments on scooters and similar mobile vehicles. Genetec Patroller™ and Genetec Motoscan™ may connect to your instance of AutoVu™ but are designed to be autonomous and disconnected. Depending on your needs, you can therefore choose to store all Data locally, until offloaded into AutoVu™.

License plate Data: The Product will capture the same license plate Data as captured by AutoVu™ and described above.

Event Data: The Product will capture the same event Data as captured by AutoVu™ and described above.

Configuration settings: The Product will collect various information regarding its settings, such as whether the Product is configured for traffic or law enforcement purposes, and the version of the Genetec Patroller™ used.

IP address: Finally, the Product will share its IP address with your instance of AutoVu™, and vice-versa, to ensure that the two systems interconnect to enable you to offload your Data from Genetec Patroller™ to AutoVu™.

Synergis™

Synergis™ is our access control system and allows you to control people access and flow on your site.

Permanent users and visitor Data: To allow you to configure access rights, the Product will collect various Data about the individuals to whom you grant such access rights, whether they are permanent users (such as your employees or contractors) or visitors. This includes the first and last name of these individuals, as well as any other attributes that you choose to enter to identify a person. Depending on your choice, these custom fields may include personal Data. This Data will be stored in the Product until you decide to delete it.

Access history: The Product will collect Data regarding the access history of a permanent user or a visitor, such as the places visited, the check-in and check-out time, if an access was denied or granted and the reason for the denied access, and so forth. By default, access history Data will be kept in the Product for a period of 90 days, but you may choose a different retention period.

Device Data: To leverage the Product and associate access rights with entry points, various Data related to the devices and the physical location they control will be collected, such as the name and model of the door sensors, the name of the access control readers, the format of the access cards, the door name, the name of an area or a zone, and so forth.

Federation™

Federation™ allows you to connect multiple Security Center installation instances that you use to secure your premises into a single virtual system. Federation™ allows you to use individual instances of Security Center to view, manage and control remotely other compatible Security Center installation instances forming part of your virtual system.

Federation™ does not store any Data, but solely allows remote access and transfer of your Data between interconnected Security Center instances forming part of your security infrastructure. However, certain Data related to your federated systems will be retained in the Directory of your local Security Center system, such as the name of your connected cameras, and other non-personal Data. In the case of Synergis™, a copy of your Permanent users and visitors Data (as defined above) will also be stored in the Directory. The retention period for this Data is configured by you.

Genetec Citigraf™

Genetec Citigraf™ enables you to connect sensors and other data sources to have a centralized view of your operations. It solely allows remote access to Data from connected sources and is not designed to store any of that Data. Genetec Citigraf™ may, however, allow you to retain the geolocation and timestamps for events that you choose to track to improve event searching capabilities.

Genetec Citigraf™ is only available for deployment in Local

Environments. Genetec Mission Control™

Genetec Mission Control™ is our collaborative decision management system. Available for deployment only in Local Environments, Genetec Mission Control™ remotely accesses Data from connected sensors and security devices to guide your security team to follow your organization-specific processes when an event (such as an incident) occurs.

Genetec Mission Control™ allows remote access to Data from connected sources and is not designated to store any of that source Data.

Incident Data: To allow for efficient incident management, the Product will collect various Data related to each captured incident, including the time at which it occurred and the source of the event. This Data will be retained in the Product for a period of 90 days by default, but you may choose to define a different retention period.

Operator performance Data: You can further monitor the performance of your operators and the actions taken to resolve the incident. As such, the Product will therefore retain the time to response and the time to resolution to each incident. Plus, the Product allows you to pre-set questions to be answered by your operators and provides a section should you or your operations wish to add comments in relation to a specific incident. This Data will be retained in the Product for a period of 90 days by default, but you may choose to define a different retention period.

Sipelia™

Sipelia™ allows you to make, receive and manage session initiation protocol (SIP) based voice and video calls over a network.

Audio/Video recording and metadata: To allow you to manage your calls, either to answer them, forward them or put them on hold, the Product will capture various Data related to the calls received. This includes the audio and video recording of the call, the call start and end time, the call type, the call state, and so forth. By default, this Data will be kept for a period of 30 days, but you may choose a different retention period. The Product also allows you to solely retain video or audio content, or none, as part of your retention configuration.

Device information: The Product captures Data related to the devices connected to it, such as the name of the intercom, the intercom extension, and so forth. This Data is captured to allow you to generate reports based on your needs.

Third-Party Software and Plugins

The Product further allows you to connect to compatible third-party software, hardware and plugins in order to import Data into the Product. Therefore, depending on your configuration and these third parties' policies, your Data may be accessible to them. In this event, such access is subject to their own terms and conditions and is expressly excluded from the scope of this document.

The same applies to the various add-ons that you can procure to complement the Product, which are not covered by this document.

Data access

Your Data may be accessed only by the authorized system administrators (which may include your system integrator) and users with appropriate access privileges, as defined by you.

To the extent that you deploy the Product in a Local Environment, no Data will be made available to Genetec, except for GUS and SAM, when enabled.

To the extent that you deploy the Product in our Cloud Environment, your Data will be processed in our data centers in the manner described in this document. A limited number of our employees will have access to your Data to enable us to provide you with the service.

To that extent that Genetec provides support to you with regards to the Product, our support team will only have access to information that you submit to us as part of your support request or to which you decide to grant us access through the Product. As such, in certain cases, we may ask you to share additional

information with us to be able to respond to your request for support. Unless otherwise stated in this document, Genetec employees will not have access to your Data.

Data ownership

You will always remain the owner of your Data. You are fully responsible for the content of your Data, which includes obtaining all rights, consents, authorizations and other approvals from all relevant third parties which may be necessary for you to make available your Data to us as part of your use of the Product, and for us to process your Data in accordance with the terms of our privacy policy and this document.

This document has been last updated on December 4, 2019. The latest version of this document may be found at www.genetec.com/legal/pps-gsc. We invite you to subscribe to the legal notifications in our Email Subscription Center to, among other things, be notified of any major changes to this document.

Leonhard Korowajczuk (CEO/CTO): (703)259-4022 / leonhard@celplan.com

EXHIBIT "G"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

x I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

CELPLAN TECHNOLOGIES, INC

By: Paulo Leite Date: 10/1/2024

Paulo Leite, Chief Operations Officer

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the agreement for professional services ("Agreement"), dated October 15, 2024, by and between the City of Redlands, a municipal corporation and a general law city ("City"), and CelPlan Technologies Incorporated, a Virginia corporation ("Consultant"), is made and entered into this 7th day of October 2025.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically regarding total compensation.

NOW, THEREFORE, for good and valuable consideration in the receipt of which is hereby acknowledged City and Consultant agree as follows:

AGREEMENT

Section 1. Article 5 of the Agreement, entitled "Payments to Consultant," is hereby amended to read as follows:

"5.1 Compensation: The compensation for Consultant's performance of the Services shall not exceed the amount of One Million Two Hundred Seventy-Seven Thousand Twenty-Six Dollars and Forty-Two Cents ($1,277,026.42) for the Services provided during the Initial Term. This agreement may be extended by four (4) one-year terms (Extended Terms). Should this Agreement be extended, the compensation for Consultant's performance for the Services shall not exceed the amount of Two Hundred Thirty-One Thousand Seven Hundred Fifty-One Dollars and Thirty One Cents ($231,751.31) for the first Extended Term; Two Hundred Forty-One Thousand Twenty-One Dollars and Thirty Six Cents ($241,021.36) for the second Extended Term; Two Hundred Forty-Seven Thousand Forty-Six Dollars and Ninety Cents ($247,046.90) for the third Extended Term; and Two Hundred Fifty-Three Thousand Two Hundred Twenty-Three Dollars and Seven Cents ($253,223.07) for the fourth Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Two Million Two Hundred Fifty Thousand Sixty Nine Dollars and Six Cents ($2,250,069.06). For the Initial Term and each Extended Term, City shall pay Consultant on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "C," titled "Schedule of Values," which is attached hereto and incorporated herein by this reference."

Section 2. Exhibit "C" of the Agreement, entitled "Schedule of Values," is hereby amended to include Attachment "1", attached to this amendment.

Section 3. All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of October 7th, 2025.

CITY OF REDLANDS

_____ By: _____

Mario Saucedo, Mayor Paulo Leite, Chief Operating Officer

ATTEST:

_____

Jeanne Donaldson, City Clerk

Attachment 1

EXHIBIT "C"

SCHEDULE OF VALUES

Description	Original Design	Design Review v4	Credits/Additions
Materials (taxable)	$534,339.69	$431,771.85	-$102,567.84
Materials (non-taxable)	$61,740.06	$52,051.50	-$9,688.56
Professional Services	$313,030.26	$531,818.82	$218,788.56
Tax	$46,754.72	$37,780.04	-$8,974.69
MSPY1	$210,290.24	$231,752.89	$21,462.65
Total	**$1,166,154.97**	**$1,285,175.10**	**$119,020.13**

Number of cameras:

75 IP cameras

22 encoders (analog cameras)

Camera/Encoder models:

P3735-PLE

P3265-LVE

P5655-E

AXIS P4705-PLVE

P7316

P7304

Professional Services Performed

- EOC tower existing equipment removal and installation of new equipment (control boxes, cables, radios and antennas, cameras and accessories, fiber optic cables and transceivers, new power service circuit)
- Citibank building equipment removal from outer support structure and installation of new equipment (new power service circuit, fiber optic cables and transceivers, control boxes, radios and antennas, cameras and accessories)
- All street camera nodes existing equipment removal and installation of new equipment (control boxes, cables, radios and antennas, cameras and accessories)
- Design, equipment procurement, receiving management, staging, configuration, testing, commissioning, acceptance

Credit descriptions

Change from PTZ cameras P5655-E to several other models providing more views on the VMS

Hourly rates: $225

City Council Meeting **I. 9.**

DATE: 10/07/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize the annual maintenance payment to Motorola Solutions, Inc. in the amount of $118,649.92 for the Police Department's Spillman Computer Aided Dispatch/Records Management System (Management Services/Finance Director Garcia)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move that the City Council authorize payment of the annual invoice for the Police Department's Spillman Computer Aided Dispatch/Records Management System to Motorola Solutions, Inc. in the amount of $118,649.92.

RECOMMENDATION:

City staff recommends that the City Council authorize payment of the annual invoice for the Police Department's Spillman Computer Aided Dispatch/Records Management System to Motorola Solutions, Inc. in the amount of $118,649.92.

DISCUSSION:

Motorola Solutions, Inc, is the vendor and owner of the software used by the Police Department for Computer Aided Dispatch/Records Management System (CAD/RMS), also referred to as Spillman. Since it was installed and deployed over ten years ago, Spillman, the original developer, has provided maintenance and support to City staff through the annual maintenance agreement which has been renewed every year since. As with many other software applications in use by the City (and is the case in all other jurisdictions for that matter), Motorola is the only provider of software maintenance and support for the Spillman CAD/RMS system and is, as such, a sole source. Payment of the annual invoice to Motorola Solutions ensures access to routine software updates and technical

support.

ALTERNATIVES:

Not Applicable

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Danielle Garcia, Management Service/Finance Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Janice McConnell, Assistant City Manager
Rachel Tolber, Chief of Police
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Eric Owens, Information Technology Manager

Fiscal Impact

Fiscal Year:	2025-26
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	118,649.92
Budgeted Y/N:	Yes
Account No.:	604900

Discussion:

The annual maintenance for this system totals $118,649.92. Funding for this expense was included in the FY 2025-26 budget for Management Services/DoIT.

Attachments

Motorola Solutions - Spillman FY2025-26 Renewal Invoice

MOTOROLA SOLUTIONS

Need help or have question?
Scan the QR code or visit
support.motorolasolutions.com/invoicing

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

Invoice 8230534642

Issue Date	P.O. No.	P.O. Date
Sep 01, 2025		
Contract No.	**Delivery No.**	**Customer No.**
		[redacted]

Billing Address
REDLANDS POLICE DEPT, CITY OF
ATTN: Accounts Payable
P.O. BOX 1025
REDLANDS CA 92373
United States

Shipping Address
REDLANDS POLICE DEPARTMENT
30 CAJON STREET
1270 W PARK #C
REDLANDS CA 92373
United States

Important Information

For all invoice payment inquiries contact
AccountsReceivable@motorolasolutions.com
Telephone: 800-247-2346

Special Instructions and Comments
General Comment: Regular Invoice

Payment Details

Payment Method / Terms
Net Due in 30 Days

Payment Address
Motorola Solutions, Inc.
13108 Collections Center Drive
Chicago, IL 60693
United States

Bank
Bank of America, Dallas

Bank Account No. [redacted]

ABA Routing No. for ACH [redacted]

ABA Routing No. for Wire Transfer [redacted]

SWIFT [redacted]

Invoice Total
USD 118,649.92
Payment Due Date Oct 01, 2025

Pay Online

motorolasolutions.com/billing

Please detach here and return the bottom portion with your payment

Payment Coupon

Invoice 8230534642

Issue Date	Customer No.
Sep 01, 2025	[redacted]

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

Billing Address
REDLANDS POLICE DEPT, CITY OF
ATTN: Accounts Payable
P.O. BOX 1025
REDLANDS CA 92373
United States

Payment Address
Motorola Solutions, Inc.
13108 Collections Center Drive
Chicago, IL 60693
United States

Invoice Total
USD 118,649.92
Tax Included 0.00
Payment Due Date **Oct 01, 2025**

Provide your remittance details to:
US.remittance@motorolasolutions.com

Diversion contrary to export control law is prohibited

MOTOROLA SOLUTIONS

#	Description	Ship Date	Service Period	Unit Price	Qty	Amount
	Equipment at Site: 1862975 1011860485 30 CAJON STREET 1270 W PARK #C REDLANDS CA 92373 United States					
1	FLEX CAD MAINTENANCE (ENHANCED) - STANDARD:01-OCT-2025:30-SEP-2026: ITEM# SSV00S00012A-SP		Oct 01, 2025 - Sep 30, 2026	2,310.41	1	2,310.41
2	FLEX NON-CUSTODIAL ARREST MAINTENANCE - STANDARD:01-OCT-2025:30-SEP-2026: ITEM# SSV00S00396A-SP		Oct 01, 2025 - Sep 30, 2026	0.00	1	0.00
3	FLEX HUB MAINTENANCE (ENHANCED) - STANDARD:01-OCT-2025:30-SEP-2026: ITEM# SSV00S00015A-SP		Oct 01, 2025 - Sep 30, 2026	39,334.77	1	39,334.77
4	FLEX PERSONNEL MANAGEMENT MAINTENANCE - STANDARD:01-OCT-2025:30-SEP-2026: ITEM# SSV00S00432A-SP		Oct 01, 2025 - Sep 30, 2026	2,713.43	1	2,713.43
5	FLEX PIN MAPPING MAINTENANCE - STANDARD:01-OCT-2025:30-SEP-2026: ITEM# SSV00S00438A-SP		Oct 01, 2025 - Sep 30, 2026	3,910.93	1	3,910.93
6	FLEX PREMISES AND HAZMAT INFORMATION MAINTENANCE - STANDARD:01-OCT-2025:30-SEP-2026: ITEM# SSV00S00447A-SP		Oct 01, 2025 - Sep 30, 2026	1,111.25	1	1,111.25
7	FLEX SENTRYX GIS (GEOBASE) MAINTENANCE - STANDARD:01-OCT-2025:30-SEP-2026: ITEM# SSV00S00480A-SP		Oct 01, 2025 - Sep 30, 2026	0.00	1	0.00
8	FLEX TRAFFIC INFORMATION MAINTENANCE - STANDARD:01-OCT-2025:30-SEP-2026: ITEM# SSV00S00527A-SP		Oct 01, 2025 - Sep 30, 2026	1,923.95	1	1,923.95
9	XML ACCIDENT INTERFACE MAINTENANCE - STANDARD:01-OCT-2025:30-SEP-2026: ITEM# SSV00S00566A-SP		Oct 01, 2025 - Sep 30, 2026	3,837.94	1	3,837.94
10	FLEX MOBILE SERVER CAD SHARE - STANDARD:01-OCT-2025:30-SEP-2026: ITEM# SSV00S006026-SP		Oct 01, 2025 - Sep 30, 2026	13,248.70	1	13,248.70
11	FLEX TOUCH MAINTENANCE - STANDARD:01-OCT-2025:30-SEP-2026: ITEM# SSV00S00028A-SP		Oct 01, 2025 - Sep 30, 2026	1,763.07	1	1,763.07
12	FLEX E9-1-1 INTERFACE MAINTENANCE - STANDARD:01-OCT-2025:30-SEP-2026: ITEM# SSV00S00181A-SP		Oct 01, 2025 - Sep 30, 2026	2,310.41	1	2,310.41
13	FLEX LAW RECORDS MAINTENANCE - STANDARD:01-OCT-2025:30-SEP-2026: ITEM# SSV00S00033A-SP		Oct 01, 2025 - Sep 30, 2026	1,817.79	1	1,817.79
14	FLEX MOBILE AVL AND MAPPING MAINTENANCE - STANDARD:01-OCT-2025:30-SEP-2026: ITEM# SSV00S00036A-SP		Oct 01, 2025 - Sep 30, 2026	9,040.89	1	9,040.89
15	FLEX MOBILE RECORDS MAINTENANCE - STANDARD:01-OCT-2025:30-SEP-2026:		Oct 01, 2025 - Sep 30, 2026	2,713.43	1	2,713.43

MOTOROLA SOLUTIONS

#	Description	Ship Date	Service Period	Unit Price	Qty	Amount
	ITEM# SSV00S00038A-SP					
16	FLEX STATELINK MAINTENANCE - STANDARD:01-OCT-2025:30-SEP-2026: ITEM# SSV00S00052A-SP		Oct 01, 2025 - Sep 30, 2026	4,531.24	1	4,531.24
17	FLEX CAD MAPPING MAINTENANCE - STANDARD:01-OCT-2025:30-SEP-2026: ITEM# SSV00S00072A-SP		Oct 01, 2025 - Sep 30, 2026	4,811.53	1	4,811.53
18	DATA WAREHOUSE INTERFACE MAINTENANCE - STANDARD:01-OCT-2025:30-SEP-2026: ITEM# SSV00S00164A-SP		Oct 01, 2025 - Sep 30, 2026	0.00	1	0.00
19	FLEX IBR MAINTENANCE - STANDARD:01-OCT-2025:30-SEP-2026: ITEM# SSV00S00050A-SP		Oct 01, 2025 - Sep 30, 2026	2,259.55	1	2,259.55
20	FLEX EQUIPMENT MAINTENANCE MAINTENANCE - STANDARD:01-OCT-2025:30-SEP-2026: ITEM# SSV00S00184A-SP		Oct 01, 2025 - Sep 30, 2026	0.00	1	0.00
21	FLEX IMAGING MAINTENANCE - STANDARD:01-OCT-2025:30-SEP-2026: ITEM# SSV00S00262A-SP		Oct 01, 2025 - Sep 30, 2026	6,499.95	1	6,499.95
22	FLEX LICENSES AND PERMITS MAINTENANCE - STANDARD:01-OCT-2025:30-SEP-2026: ITEM# SSV00S00301A-SP		Oct 01, 2025 - Sep 30, 2026	1,111.25	1	1,111.25
23	FLEX MOBILE ARREST FORM MAINTENANCE - STANDARD:01-OCT-2025:30-SEP-2026: ITEM# SSV00S00331A-SP		Oct 01, 2025 - Sep 30, 2026	4,385.07	1	4,385.07
24	FLEX MOBILE FIELD REPORT WITH FIELD INTERVIEW MAINTENANCE - STANDARD:01-OCT-2025:30-SEP-2026: ITEM# SSV00S00334A-SP		Oct 01, 2025 - Sep 30, 2026	3,416.67	1	3,416.67
25	FLEX MOBILE STATE & NATIONAL QUERIES MAINTENANCE - STANDARD:01-OCT-2025:30-SEP-2026: ITEM# SSV00S00352A-SP		Oct 01, 2025 - Sep 30, 2026	897.30	1	897.30
26	FLEX MOBILE VOICELESS CAD MAINTENANCE - STANDARD:01-OCT-2025:30-SEP-2026: ITEM# SSV00S00354A-SP		Oct 01, 2025 - Sep 30, 2026	4,700.39	1	4,700.39

USD Subtotal	118,649.92
USD Total Tax	0.00
USD Invoice Total	**118,649.92**
USD Amount Due	118,649.92

City Council Meeting **I. 10.**

DATE: 10/07/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Professional Services Agreement with Bucknam Infrastructure Group, Inc. for an amount not-to-exceed $95,593 to update the Pavement Condition Evaluation and Pavement Management System, and determination that approval of the agreement is not subject to environmental review under section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If City Council determines the staff recommendation is appropriate, the following motions are provided:

1. I move that the City Council determine that approval of the Professional Services Agreement with Bucknam Infrastructure Group, Inc. to update the Pavement Condition Evaluation and Pavement Management System is exempt from environmental review pursuant to section 15061(b)(3) of the guidelines implementing the California Environmental Quality Act; and

2. I move that the City Council approve a Professional Services Agreement with Bucknam Infrastructure Group, Inc. for an amount not-to-exceed $95,593 to update the Pavement Condition Evaluation and Pavement Management System.

RECOMMENDATION:

Staff recommends that City Council determine that approval of the Professional Services Agreement with Bucknam Infrastructure Group, Inc. to update the Pavement Condition Evaluation and Pavement Management System is exempt from environmental review pursuant to section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends approval of the Professional Services Agreement with Bucknam Infrastructure Group, Inc. for an amount not-to-exceed $95,593 to

update the Pavement Condition Evaluation and Pavement Management System.

DISCUSSION:

In February 2012, City staff developed a Pavement Management Program (PMP) to evaluate the condition of all City streets and to establish a framework for prioritizing street maintenance. The PMP included a comprehensive pavement condition assessment, identified suitable treatment strategies, and projected the life cycles of roadway segments. This evaluation confirmed that Redlands' streets had an average Pavement Condition Index (PCI) of 53, based on a 0–100 scale. A PCI of 53 is classified as "poor" and is significantly lower than the pavement condition in adjacent cities. On March 6, 2012, the City Council adopted the PMP and identified pavement improvements as a top City priority. Subsequently, staff developed the Pavement Accelerated Repair Implementation Strategy (PARIS) program to improve two-thirds of the City's roadway network within five (5) phases.

On September 18, 2012, City Council formally adopted the PARIS program with Resolution No. 7219. PARIS identifies potential funding sources, defines pavement rehabilitation and maintenance methodologies, and includes a schedule to rehabilitate 440 lane miles (two-thirds of the City's street system) in five (5) phases. By December 2020, the final phase of PARIS was completed. In total, 440 lane miles of City streets were rehabilitated.

On July 2, 2019, City Council approved an agreement with Bucknam Infrastructure Group, Inc. to conduct a citywide pavement condition assessment and update the PMP database with the goal of rehabilitating the remaining one-third of City streets while maintaining streets rehabilitated with the PARIS program. The scope of this project (PMP 2020) included:

- Field condition assessments of all arterial, collector, and local streets.
- Updated PCI ratings and projected life cycles for each roadway segment.
- A multi-year maintenance and reconstruction schedule.
- Integration of completed PARIS phases into the PMP database.

PMP 2020 prioritized pavement rehabilitation and maintenance to ensure that available funding would be directed to projects providing the most significant long-term return on investment. The project used the Army Corps of Engineers MicroPAVER software to model pavement conditions under varying budget scenarios and generate return-on-investment analyses. The MicroPAVER database is useful for preparing Capital Improvement Program (CIP) updates, annual budget requests, and project priorities. Work completed through the PMP and PARIS programs has increased the City's overall transportation network PCI average to 82, one of the highest in the state.

In July 2025, the Municipal Utilities and Engineering Department (MUED) issued a Request for Proposals (RFP) through Planet Bids for consulting services to update the Pavement Condition Evaluation and Pavement Management System. The project scope-of-work includes:

- Assessing the entire City roadway network (approximately 650 lane miles), including City parking lots and alleys;
- Updating the PMP database;
- Modeling multiple budget scenarios, including gradual, front-loaded, constrained, and unlimited funding conditions;
- Publishing PMP data through MicroPAVER and/or the City's GIS enterprise system;
- Developing preventive maintenance schedules for every street segment;
- Producing updated 2025 PCI ratings for all roadway segments;

On August 21, 2025, proposals were received from the following four (4) firms:

- Bucknam Infrastructure Group, Inc., Oceanside, CA
- Capitol Asset & Pavement Services, Inc., Silverton, OR
- Nicholas Consulting Engineers (NCE), Anaheim, CA
- Tiger Eye Engineering, LLC, Columbia, MO

In accordance with Chapter 2.16.180 of Redlands Municipal Code, an evaluation committee reviewed the proposals on the basis of each firm's demonstrated competence and professional qualifications in accordance with specific evaluation criteria identified in the RFP, and ranked Bucknam Infrastructure Group, Inc. (Bucknam) as the most qualified firm for this project. Staff negotiated a reasonable consultant fee with Bucknam and recommends approval of a Professional Services Agreement for an amount non-to-exceed $95,593. This action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Goutam K. Dobey, City Engineer

Fiscal Impact

Fiscal Year:	FY 25/26
Appropriation Required Y/N:	No
Budgeted Y/N:	Yes
Account No.:	211400

Discussion:

There is no fiscal impact associated with this action. Sufficient funding is available in the PARIS/PMP budget for this project.

Attachments

Bucknam Professional Services Agreement

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of Citywide Pavement Condition Evaluation and Pavement Management Program Update("Agreement") is made and entered in this 7th day of October, 2025 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Bucknam Infrastructure Group, Inc. a California stock corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide Citywide Pavement Condition Evaluation and Pavement Management Program Update services for City (the "Services").

1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates John R. Harris, Municipal Utilities and Engineering Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the Services in a prompt and diligent manner.

4.2 Consultant shall complete the Services by June 30, 2026, unless the Services are terminated earlier as provided for herein.

4.3 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Compensation: Total compensation for Consultant's performance of the Services shall not exceed the amount of ninety-five thousand five hundred ninety-three dollars ($95,593). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled ("Fee Proposal") which is attached hereto and incorporated herein by reference.

5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
Phone: (909) 798-7531

CONSULTANT:

Peter Bucknam, President
Bucknam Infrastructure Group, Inc.
3548 Seagate Way, Suite 230
Oceanside, CA 92056
Email: peter@bucknam-inc.com
Phone: (760) 216-6529

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements

evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars ($1,000,000) per claim made.

D. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

E. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent

jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

BUCKNAM INFRASTRUCTURE GROUP, INC.

By: _____
Peter Bucknam, President

EXHIBIT "A"

SCOPE OF SERVICES

Consultant will provide these services through proactive and accurate update of the PMP; and will address the City's primary goals of:

- Updating MicroPAVER with 2025 maintenance data, segmentation improvements and inspections;
- Enhancing the Redlands PMP database with 2020 to 2025 work history data entries;
- Surveying 310 centerline miles of the City's Arterial/Collector, Local & Alley network and 25+ City park and facility Parking Lots during FY 2025-26;
    - Verifying / Updating pavement centerline and metric data (PMP vs. GIS);
    - Generating 2025 Pavement Condition Index (PCI) ratings for each segment;
- Developing a proactive preventative slurry seal/overlay rehabilitation schedules based on existing/current capital funding allocations;
- Establishing solid recommendations for current / future maintenance and rehabilitation needs;
- Utilizing the City's existing/current funding to generate a multi-year Capital Improvement Program (CIP);
- Recommending alternative maintenance budgets that demonstrate realistic return-on-investments (ROI), i.e., increase PCI and maintain PCI models, etc.
- Updating the Redlands MyRoads® PMP web-portal application

Detailed phases to the scope of work in accordance to the City's RFP are follows:

1. Project Implementation
2. Client Satisfaction
3. Project Schedule
4. Scope of Work (Major Tasks)

1) Project Implementation

TASK 1.1: Project Kickoff

The first step in updating a successful pavement management program truly resides in frequent communication and timely scheduled data updates. For the City, it will be essential to establish, up front, the Municipal Utilities and Engineering Department's pavement management priorities. Consultant team will set up a Project Kickoff meeting with City staff to discuss and review in detail the expectations of the project, technical approach, section ID / GIS management & surveys, district/zone maintenance, MicroPAVER upgrades & use, deliverables within the scope of work and the review of schedule.

This effort will build consensus between the Public Works and Engineering staff as well as build stronger Arterial CIP and Local neighborhood maintenance programs that complement large Public Works CIP projects and annual maintenance projects.

Additional key topics to be discussed will include the review and assessment of the existing MicroPAVER pavement plan/data; its current and future use, MyRoads®, survey areas based on

recent maintenance work and schedules, new construction, data quality and condition, current pavement procedures, historical expenditure levels and desired service levels.

Deliverable: Meeting minutes, revised project schedule (if necessary)

TASK 1.2: Project Status Meetings - Quality Control Program

Status Meetings and Progress Reports

- Minimum of three meetings during the project (kickoff, committee/City Council and status meetings) – minimum of eight (8) hours; Field review meetings; additionally, monthly progress status reports will be delivered to the City project manager.

Quality Control (QC)

Consultant will use a statistical sampling approach for measuring the quality of Consultant field technician's work. In this manner, 10 percent of the original annual surveys will be re-surveyed by an independent survey crew, supervised by a field manager, and the results will be compared to the original surveys (this will include a total of 31 miles of QC). Consultant QC process involves checking the field crews' work in a "blind study" fashion. This will ensure that all field personnel are properly collecting distresses and pavement quantities for all street segments. PCI variance reporting will be performed where previous PCI data will be compared to newly inspected 2025 PCI data; if PCI's vary more than ten (10) points per year Consultant staff will assess the potential cause through unrecorded work history, accelerated pavement deterioration, etc. Consultant will record/log any discrepancies between the previous and current PMP databases (any corrections/changes to the database shall not be made without prior City staff approval).

Since Consultant is collecting distress information on field MicroPAVER tablets with the Redlands PMP database live, Consultant staff will perform several quality control tests within MicroPAVER using a sample set of the City of Redland's street distress data.

This will ensure that all system and analysis settings as well as City recommendations and standards are being followed.

Consultant surveys follow the accepted ASTM D6433 procedure requirements. A copy of the QA/QC plan utilized by Consultant staff during the project will be submitted along with the PMP certification documents. Consultant staff attends the OCTA PMP Distress Training Classes held each year, 2011 thru 2025.

2) Client Satisfaction

TASK 2.1: Project Deliverables

Shown throughout Scope of Work, each Task is summarized with project deliverables. Client satisfaction will derive from frequent communication with the Project Manager and key staff members from the Municipal Utilities and Engineering Department. Project success is created by delivering on three main factors;

1) Adherence to scope tasks and deliverables
2) Performing to the standard set by the Project Schedule; and
3) Controlling costs.

Consultant Project Manager will follow each of these factors throughout the duration of the project. **Consultant's experience through adherence to scope, schedule and budget have proven itself over the past twenty-seven (27) years of PMP service to Southern California local agencies.**

Deliverable: Project Status Updates, as stated in Task 1.2

3) Project Schedule

TASK 3.1: Workflow / Project Schedule

Consultant project schedule includes each major task identified in scope of work, as well as quality control milestones and meetings. Consultant currently has ample staff to apply to this project in order to meet an aggressive schedule (two field technicians will drive the proactive schedule).

4) Scope of Work (Major Tasks)

TASK 4.1: Update Maintenance and Rehabilitation Activities

The City will provide Consultant with a listing of all major work (overlay, slurry, etc.) in hard copy/digital format for updating specific section work histories and PCI ratings. Consultant will review all maintenance and rehabilitation projects completed and/or scheduled by the City since the last PMP update in 2020; this will include work history updates on arterials, locals, and alleys. Consultant staff will enter the necessary work history updates as mentioned above into City's MicroPAVER database.

Deliverable: Update PMP data, Work History report

TASK 4.2: Pavement Condition Surveys

First and foremost, the assessment of the City's pavement segmentation is one of the key priorities for this project. With five years between major inspections, it will be essential to verify that all PMP segmentation is up-to-date and that section true area SF quantities are verified, accurate and reliable.

This will be completed by utilizing Consultant's cloud-based learning technology (AI) to initially quantify square footages for each pavement section. These calculations are possible due to the cloud-based learning tech's inherent working knowledge of how to recognize edge-of-pavement, surface types, medians, bus pads and AC/PCC surface limits. Consultant's GIS team then edits/digitizes the final polygon measurements/boundaries.

This ability will allow Consultant to obtain the necessary quality control measurements for defined Redlands PMP segments and to perform segment true area SF variance reports. This will in turn create more accurate PCI's, engineering project cost estimations, total centerline / square footages of the network as well as for unique pavement segments. Consultant will review/assess new and/or missing streets previously excluded from the last PMP update and create the necessary segmentation within the Redlands PMP database + GIS links.

Once the pavement segmentation has been assessed and verified, the necessary inspections will be performed. Consultant survey methodology will include the following approach based on ASTM D6433 guidelines:

1. **Walking -** All sections are surveyed through "two-pass test" walking methodologies. AC/PCC distress types will be collected based upon actual surface conditions and physical characteristics of the segment.

   Surveying methods will be conducted by remaining consistent with ASTM D6433 & the Army Corp of Engineers AC/PCC sampling guidelines while being flexible to current City requirements. All sample locations are observed through walking surveys; samples areas will cover a minimum of 20% of the total section area and will be 2,500 SF +/- 1,000 SF in size. The following Redlands pavement sections are to be surveyed for the upcoming 2026 PMP update:

   - **FY 2025-26 -** The inspection of 310 miles of Arterial, Local & Alley segment miles and City parks and facilities Parking Lots will be performed

Use of MicroPAVER tablet units allows staff to collect pavement data with the City of Redland's MicroPAVER database live in the field. Updated PMP data/inspections are transferred immediately to the Consultant's PMP Dashboard and can be reviewed at any time for quality control and management. **Tablet methodology sets us apart from the competition since Consultant is using a paper-less inventory process to enter data; this in turn generates cost savings to enhance the project schedule and other portions of the project such as True Area SF calcs, CIP reporting, MicroPAVER training and on-call services.**

Roadway Verification Survey - A listing of the field attribute data that is updated/verified during the survey for the pavement management database is listed below (County survey guidelines will be followed):

2. **Field Attribute Data (updated and/or verified)**
   - Street name, from/to, indicating the assigned limits of the section
   - Street rank indicating arterial/collector, local, # of lanes, surface type (AC, PCC)
   - Historical PCI tracking from previous inspections and 2025 PCI inspections
   - Segment quantities, indicating the length, width and area of the section
3. **Conditional data will be evaluated for all street segments and will include:**
   - ASTM D6433 20 AC & 19 PCC distresses by type, severity and extent
   - Sampling/conditional data typically pulled from within edge-of-pavement to edge-of pavement
   - PCI ratings (0-100), taking into account the surface condition, level of distress
4. **Section Distress and PCI Reporting**

Upon 50% and 100% completion of the required condition surveys, Consultant will prepare draft PCI Reports and PCI GIS maps that document the conditions of all pavement segments. This report will provide the necessary data for Consultant and the City to use and determine

projected street rehabilitation and maintenance project locations. The City and Consultant staff will review the PCI reports to ensure that all inventory data is correct and the project is running smoothly. PCI Reporting will include:

- PCI Report – Sorted by Name (A to Z), PCI Order (0-100), Zone (1, 2, 3);
- Work history report; and
- GIS Maps presenting PCI's by section.

Once the City has reviewed, assessed and commented on the draft report, Consultant will address all requested revisions and deliver the final reports.

Deliverable: Citywide PCI reports, compliant County PCI reports, PCI Variance report

DEVELOP RECOMMENDED IMPROVEMENT PROGRAM

TASK 4.3: Maintenance and Rehabilitation Assessment / Priorities

Consultant will assist the City in developing the most cost-effective preventive maintenance and rehabilitation strategies necessary to achieve the desired level of serviceability. This will be accomplished by meeting with the City to discuss and strategize maintenance/rehabilitation activities that are currently being used by the City.

Based on the City's current AC & PCC applications, and other maintenance practices used, Buckna will conduct an historical and prospective analysis on the conditional and financial impact these practices have on the pavement network.

Consultant will update the Redlands MicroPAVER "decision tree" that will be used to generate pavement recommendations that match current fiscal year maintenance/rehabilitation approaches/City practices. This will be accomplished by assessing/updating the unique and individual PCI ranges and deterioration curves within PMP software based on functional class (i.e. arterial, collector and local) and age. Consultant will review the Redlands deterioration curves that have been developed based on historical pavement condition, inspection, surface type, and road class data.

All maintenance practices/unit costs and scheduled projects will be integrated into the PMP and will be derived from the most recent construction bids. Consultant will account for inflation rates when long-term revenue projections are made.

Consultant Project Manager/Principal will work closely with the City in defining sound engineering-based repair and rehabilitation strategies for each fiscal year and for each defined PMP zone within the network. **Once the repair/rehabilitation strategies have been defined, a multi-year Forecast Maintenance & Rehabilitation (FMR) recommendation report will be generated.** The recommended budget scenarios will be identified on the basis of several criteria:

- Minimization inconveniences for Redlands residents by providing more efficient annual CIP/rehabilitation plans
- Assessment and review of the City's Pavement CIP
- Present pavement conditions; Desired levels of service and available resources
- Cost benefit of individual strategies (minimum of three (3) scenarios)

- Scheduling with the City's major CIP projects (PARIS, water, sewer, etc.)
- Budgetary findings/recommendations that satisfy County guidelines
- Local "Neighborhood Zone" fiscal year reporting/improvement scheduling
- Future routine maintenance needs based on projected deterioration rates

The primary emphasis of this task is to maximize the scheduling of street maintenance using the most cost-effective strategies available and taking into account a life-cycle cost analysis.

TASK 4.4: Citywide CIP / County Compliance Budget Reports

Consultant will deliver the Final Report to the City which will be essential for staff reference and use as well as being presented in a way that is beneficial for elected officials/upper management. The report will be prepared by utilizing the information delivered by MicroPAVER in conjunction with the data and analysis performed by Consultant team. It will include:

- Identify present performance status of the entire network (section by section) as well as historical PCI performance;
- Current inventory and pavement conditions indices (PCI) for all road classes;
- Projected annual rehabilitation programs for street maintenance for a multi-yr period (FMR reports) that show the largest return on investment. This will include the following scenarios;
- Current City proposed PMP budget; FY 2026-31;
- Maintain PCI for five years;
- Increase PCI within five years;
- Generate a 20-yr forecast maintenance/rehabilitation plan within the final reporting (streets, alleys & parking lots). This data will also be delivered within the GIS documents.
- Arterial/Collector/Local strategies and recommendations for the City's CIP/rehabilitation programs, including a preventive maintenance schedule.
- Representation of forecasted scenarios within GIS mapping
- A detailed breakdown of deferred maintenance (backlog); and

Deliverable: One (1) digital copy of the Final Pavement PMP Report (.pdf), will be sent to the City. Consultant will also provide final PMP/GIS project files.

TASK 4.5: PMP – GIS Mapping

As an enhancement and proactive approach to this project, Consultant staff will update the Pavement-GIS link between MyRoads® and the City's GIS Enterprise. Consultant has access to the 2020 PMP-GIS shapefile; this allows Consultant staff to immediately utilize the file and prepare for internal PMP editing, survey and reporting. Consultant staff will review, with City staff, all ongoing upcoming capital projects that may impact the GIS mapping delivered for this project. The maps described below will be incorporated into the City's Final PMP report:

- PCI condition values for every section

- Work History identifications
- Multi-yr Arterial / Local Rehabilitation and Slurry Seal Programs

By using the unique Section ID's within MicroPAVER and the City's ESRI PMP-GIS shapefile ID's, Consultant will update the one-to-one match for each pavement section in the GIS. Consultant staff will coordinate all project deliveries with the Public Works and the GIS division to ensure that the most current and accurate PMP-GIS maps are represented within the City's GIS enterprise.

Deliverable: Complete GIS files/themes based on list above (project .mxd/shapefiles).

TASK 4.6: Redlands MyRoads® PMP Web-Portal

Redlands MyRoads® Web-Portal - Consultant's MyRoads® is a great match for the Redlands PMP today and the future. **MyRoads® brings City's PMP data to life within a dynamic dashboard!** Consultant now provides all PMP clients with a unique and agency driven "MyRoads®" web-portal that provides instantaneous access to City's pavement management database. This "dashboard" allows users to toggle through individual sections via GIS mapping selections, zone queries, rank selection, PCI ranges, etc. to review all section metrics, latest/previous inspections, work histories generate filtered PCI reports and identify potential maintenance costs based upon City's unique needs.

This tool will be accessed by City staff simply through a Username/Password methodology. As changes are made to the Redlands PMP database the MyRoads® dataset is changed to reflect work history edits, PCI inspections and section changes.

In summary, MyRoads® allows the user to perform the following dynamic functions:

- Query specific pavement segment(s) to view current/historic PCI, work history inspection;
- Filter for pavement sections within a defined zone, PCI range and/or functional class;
- Select a pavement section or grouping of section through the on-board GIS tool;
- Enter slurry, overlay & reconstruction unit costs to determine preliminary cost of maintenance and resulting citywide PCI;
- Display critical street / sidewalk / ROW assets along pavement section(s) that are critical to Engineering Bid development and solicitation (ADA ramps, utilities, manholes, trees, etc.
- Displays all final GIS project maps (PCI, work history, multi-yr forecasted maintenance, etc.)
- Consultant will train Redlands staff in the simple use of the MyRoads® dashboard**.**

Deliverable: PMP software training, field and internal technical support

EXHIBIT "B"

FEE PROPOSAL

	Description	Principal	Project Manager	GIS Manager	Senior Technician	Field Technician(s)	Admin	Total by Task
	2025-26 Base Fee	$331/hr	$235/hr	$175/hr	$162/hr	$115/hr	$105/hr	
Task 1	**Project Implementation**							
Task 1.1	Project Kickoff		2		1			$632
Task 1.2	Project Status Meetings - Quality Control		3	2	2	64		$8,739
Task 2	**Client Satisfaction**							
Task 2.1	Project Deliverables	1	2	2		1	1	$1,371
Task 3	**Project Schedule**							
Task 3.1	Work Flow / Project Schedule		2	1		2		$875
Task 4	**Scope of Work**							
Task 4.1	Update Maintenance and Rehabilitation History		2	1	1	16		$2,647
Task 4.2	Pavement Condition Surveys							
	- Arterial / Collector, Local & Alley Surveys (310 miles) & 25+ Parking Lots		6	4	6	565		$68,057
Task 4.3	Maintenance and Rehabilitation Assessment / Priorities		4		1			$1,102
Task 4.4	Citywide CIP / Pavement Rehabilitation	1	32	3	2		1	$8,805
Task 4.5	PMP - GIS Mapping		1	6				$1,285
Task 4.6	Redlands MyRoads® PMP Web-Portal							$300
	Reimbursables (mileage, printing, materials)							$1,780
	All deliverables will become property of the							
	Total Hours per Staff	**2**	**54**	**19**	**13**	**648**	**2**	
	2025-26 Total Base Fee	***$ 662***	***$ 12,690***	***$ 3,325***	***$ 2,106***	***$ 74,520***	***$ 210***	***$95,593***

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

BUCKNAM INFRASTRUCTURE GROUP, INC.

By: _____ Date: _____
Peter Bucknam, President

City Council Meeting **I. 11.**

DATE: 10/07/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the Public Works Construction Contract with Metrocell Construction, Inc. for the Palo Alto Storm Drain Improvement Project for an amount not-to-exceed $83,093.80, approval of a $13,093.80 additional appropriation from the Storm Drain Fund (405) unassigned fund balance, and determine that the project is categorically exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If City Council determines the staff recommendation is appropriate, the following motions are provided:

1. I move that the City Council determine that approval of a Public Works Construction Contract with Metrocell Construction, Inc. for the Palo Alto Storm Drain Improvement Project is categorically exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act;

2. I move that the City Council approve the Palo Alto Storm Drain Improvement Project plans and specifications, and award a Public Works Construction Contract to Metrocell Construction, Inc. for an amount not-to-exceed $83,093.80; and

3. I move that the City Council approve an additional appropriation of $13,093.80 from the Storm Drain Fund (405) unassigned fund balance.

RECOMMENDATION:

Staff recommends City Council to determine that approval of a Public Works Construction Contract with Metrocell Construction, Inc. for the Palo Alto Storm Drain Improvement Project is categorically exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends City Council approve the Palo Alto Storm Drain Improvement plans and specifications, and award a Public Works Construction Contract to Metrocell Construction, Inc. for an amount not-to-exceed $83,093.80, and approve a $13,093.80 additional appropriation from the Storm Drain Fund (405) unassigned fund balance.

DISCUSSION:

In 2023, Watearth, Inc. (Watearth) completed a limited drainage study focused on the area surrounding the Redlands Country Club (RCC). The study included a review of the development history around the RCC and an analysis of both pre-development and post-development localized storm water runoff generated on the golf course property and adjacent residential neighborhoods. The study provided planning-level strategies to reduce surface water runoff to pre-development levels and to guide related potential construction projects.

One of the recommended projects from the study is the Palo Alto Storm Drain Improvement Project (Project), which will rehabilitate and improve the existing concrete channel that extends from Country Club Drive to the east end of the RCC property. The Project constructs a new flood control structure that will reduce runoff discharge to pre-development levels, and constructs a new catch basin to convey runoff beneath the adjacent RCC fairway through a 24-inch storm drain pipe that will be constructed separately by RCC. When complete, this project will control and convey surface runoff during a 100-year storm event, reducing the likelihood of flooding within neighboring residential properties.

Staff prepared the plans and specifications for the Project, utilizing the analysis and recommended construction projects provided in the RCC Drainage Study, and advertised the Project for construction. On July 30, 2025, the City Clerk's office received and opened the following ten (10) bids:

BID OPENING REPORT SUMMARY	
BIDDER	**TOTAL BASE BID AMOUNT**
1. Metrocell Construction, Inc., Chino, CA	$83,093.80
2. Three Peaks Corp., Calimesa, CA	$95,545.00
3. Wright Construction Engineering, San Marcos, CA	$95,875.00

4. JHS Construction Inc., Simi Valley, CA	*$98,725.14
5. CEM Construction Corp., Montebello, CA	$170,575.00
6. Gentry General Engineering, Inc., Colton, CA	$108,940.00
7. Inland Highway Services Corp, Upland, CA	$115,249.00
8. GCI Construction, Inc., San Clemente, CA	$140,450.00
9. CP Construction, Ontario, CA	$146,680.00
10. KGC, Cypress, CA	$203,787.00

*An arithmetic error was discovered in the bid proposal. The total bid amount was corrected and highlighted in the attached bid analysis to identify arithmetic errors, but it did not affect the ranking based on the base bid amount.

MUED staff reviewed each bid and determined that Metrocell Construction, Inc. is the lowest responsive and responsible bidder based on the base bid amount. Therefore, staff recommends City Council approval of a Public Works Construction Contract to Metrocell Construction, Inc. for an amount not-to-exceed $83,093.80 based on the base bid. Approval of the Metrocell Construction, Inc. contract requires an additional appropriation of $13,093.80 from the Storm Drain Fund (Fund 405) unassigned fund balance. If approved, it is anticipated that the project will be completed within forty (40) working days after a Notice to Proceed is issued.

This project is categorically exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (CEQA) as the project involves negligible or no expansion of capacity.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Goutam K. Dobey, City Engineer

PREPARED BY:
Gerard Nepomuceno, Civil Engineer

Fiscal Impact

Fiscal Year:	FY 25/26
Appropriation Required Y/N:	Y
Amount:	$13,093.80
Budgeted Y/N:	Y
Account No.:	405400

Discussion:

The FY 25/26 Storm Drain Fund Budget (Fund 405) includes $70,000 for this Project. Approval of the Public Works Contract requires an additional appropriation of $13,093.80 from the Storm Drain Fund (Fund 405) unassigned fund balance.

Attachments

A. Metrocell Public Works Contract
B. Bid Opening Report
C. Bid Analysis
D. Plans
E. Specifications
F. Additional Appropriation Form

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 7th day of October, 2025, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and Metrocell Construction, Inc. (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: Palo Alto Storm Drain Improvement Project, Project No. 405004, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Palo Alto Storm Drain Improvement Project, Project No. 405004 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of eighty-three thousand ninety-three dollars and eighty cents ($83,093.80) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within forty (40) working day(s) as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars ($500) for each working day as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public

Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

Metrocell Construction, Inc._____
Name of Contractor

By:_____
Signature of Authorized Agent

_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities and Engineering Department
Palo Alto Storm Drain Improvement Project
Project No. 405004

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
b. By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Dated this _____ day of _____, 2025.

Metrocell Construction, Inc._____
(Contractor)

_____
(Signature)

_____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and Metrocell Construction, Inc. (hereinafter designated as "Principal") have entered into an agreement dated October 7, 2025 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as Palo Alto Storm Drain Improvement Project, Project No. 405004 and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, _____, as Surety, are held and firmly bound unto the City in the penal sum of eighty-three thousand ninety-three dollars and eighty cents dollars ($83,093.80) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall defend, indemnify and save harmless the City and its elected officials, officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligations, all to be taxed as costs and included in the judgment rendered.

As a condition precedent to the satisfactory completion of the Work, the above obligation shall hold good for a period of one (1) year or longer if required by the Agreement after the acceptance of the work by the City, during which time if the Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage made evident during this period from the date of completion of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of the Principal remains.

Whenever the Principal shall be, and is declared by the City to be, in default under the Agreement, the City having performed the City obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the City's option:

1. Complete the Work in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Work in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the

amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize the Principal in completing the Work nor shall Surety accept a bid from the Principal for completion of the Work if the City, when declaring the Principal in default, notifies Surety of the City's objection to the Principal's further participation in the completion of the Work.

No right of action shall accrue on the bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City. Any suit under this bond must be instituted within the applicable statute of limitations period.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

No final settlement between the City and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

The Principal and Surety agree that if the City is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay the City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on _____, 2025.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address:_____
	_____
(Seal and Notarial Acknowledgment of Surety)	Telephone ( )_____

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and Metrocell Construction, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated October 7, 2025, and identified as Palo Alto Storm Drain Improvement Project, Project No. 405004 is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of eighty-three thousand ninety-three dollars and eighty cents dollars ($83,093.80) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 2025.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
	BY:
_____	_____
(Signature)	(Signature)
	Address:_____
(Seal and Notarial Acknowledgement of Surety)	_____
	Telephone: ( )_____

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
REVISED BID OPENING REPORT

The following bid was opened on the **30th day of July 2025 at 2:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **Palo Alto Storm Drain Improvement Project. Project No. 405004.** The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Base Bid	Additive "A"	Base Bid + Additive "A"
1	Three Peaks Corp., Calimesa, CA	Yes	$95,545.00	$25,220.00	$120,765.00
2	Metrocell Construction, Inc., Chino, CA	Yes	$83,093.80	$52,518.94	$135,612.74
3	Wright Construction Engineering Corp, San Marco, CA	Yes	$95,875.00	$62,500.00	$158,375.00
4	JHS Construction, Inc., Simi Valley, CA	Yes	$98,905.00	$65,079.00	$163,984.00
5	CEM Construction Corp., Montebello, CA	Yes	$170,375.00	$13,225.00	$183,600.00
6	Gentry General Engineering, Colton, CA	Yes	$108,940.00	$76,356.00	$185,296.00
7	Inland Highway Services Corp., Upland, CA	Yes	$115,249.00	$70,224.00	$185,473.00
8	GCI Construction, Inc., San Clemente, CA	Yes	$140,450.00	$83,700.00	$224,150.00
9	CP Construction, Ontario, CA	Yes	$146,680.00	$83,010.00	$229,690.00
10	KGC, Cypress, CA	Yes	$203,787.00	$130,971.00	$334,758.00

*** Gentry General Engineering was inadvertently left off the previous report**

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Gerard Nepomuceno, Goutam Dobey

ATTACHMENT "C"

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 405004 — BID DATE: 7/30/2025

Palo Alto Storm Drain Improvement Project — START DATE: 9/22/2025

Item No.	Bid Item	Quantity	Unit	Three Peaks Corp.		Metrocell Construction, Inc.		Wright Construction Engineering Corp.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
	BASE BID								
1	Construct Weir Structure per Sheet 4 of the Project Plan	1	EA	$ 14,870.00	$ 14,870.00	$ 2,925.00	$ 2,925.00	$ 5,000.00	$ 5,000.00
2	Install Catch Basin and Grate per Project Plans	1	EA	$ 18,765.00	$ 18,765.00	$ 21,469.00	$ 21,469.00	$ 18,500.00	$ 18,500.00
3	Install 24 Inch Reinforced Concrete Pipe	22	LF	$ 450.00	$ 9,900.00	$ 441.40	$ 9,710.80	$ 500.00	$ 11,000.00
4	Construct Sidewalls per Sheet 5 of the Project Plans	50	CY	$ 670.00	$ 33,500.00	$ 699.80	$ 34,990.00	$ 850.00	$ 42,500.00
5	Demolish Sidewalk and Existing Drainage System	1	LS	$ 15,000.00	$ 15,000.00	$ 8,500.00	$ 8,500.00	$ 14,000.00	$ 14,000.00
6	Construct Sidewalk	195	SF	$ 18.00	$ 3,510.00	$ 28.20	$ 5,499.00	$ 25.00	$ 4,875.00
	Total Base Bid Price			**$**	**95,545.00**	**$**	**83,093.80**	**$**	**95,875.00**
	ADDITIVE "A"								
7	Install 24 Inch Reinforced Concrete Pipe	98	LF	$ 140.00	$ 13,720.00	$ 336.53	$ 32,979.94	$ 500.00	$ 49,000.00
8	Consturct Headwall per Sheet 5 of the Project Plans	1	EA	$ 9,500.00	$ 9,500.00	$ 14,976.00	$ 14,976.00	$ 8,500.00	$ 8,500.00
9	Install Grouted Riprap	5	CY	$ 400.00	$ 2,000.00	$ 912.60	$ 4,563.00	$ 1,000.00	$ 5,000.00
	Total Additive "A" Price			**$**	**25,220.00**	**$**	**52,518.94**	**$**	**62,500.00**
	Total Base Bid plus Additive "A" Price			**$**	**120,765.00**	**$**	**135,612.74**	**$**	**158,375.00**

Low Bidder #1, #2 and #3

ATTACHMENT "C"

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 405004 — BID DATE: 7/30/2025

Palo Alto Storm Drain Improvement Project — START DATE: 9/22/2025

Item No.	Bid Item	Quantity	Unit	JHS Construction, Inc.		CEM Construction Corporation		Gentry General Engineering, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
	BASE BID								
1	Construct Weir Structure per Sheet 4 of the Project Plan	1	EA	$ 6,143.00	$ 6,143.00	$ 44,700.00	$ 44,700.00	$ 13,300.00	$ 13,300.00
2	Install Catch Basin and Grate per Project Plans	1	EA	$ 29,338.00	$ 29,338.00	$ 23,500.00	$ 23,500.00	$ 24,800.00	$ 24,800.00
3	Install 24 Inch Reinforced Concrete Pipe	22	LF	$ 308.27	$ 6,781.94	$ 1,250.00	$ 27,500.00	$ 840.00	$ 18,480.00
4	Construct Sidewalls per Sheet 5 of the Project Plans	50	CY	$ 820.20	$ 41,010.00	$ 750.00	$ 37,500.00	$ 770.00	$ 38,500.00
5	Demolish Sidewalk and Existing Drainage System	1	LS	$ 8,791.00	$ 8,791.00	$ 22,750.00	$ 22,750.00	$ 8,400.00	$ 8,400.00
6	Construct Sidewalk	195	SF	$ 34.16	$ 6,661.20	$ 75.00	$ 14,625.00	$ 28.00	$ 5,460.00
	Total Base Bid Price			**$**	**98,725.14**	**$**	**170,575.00**	**$**	**108,940.00**
	ADDITIVE "A"								
7	Install 24 Inch Reinforced Concrete Pipe	98	LF	$ 308.27	$ 30,210.46	$ 75.00	$ 7,350.00	$ 597.00	$ 58,506.00
8	Consturct Headwall per Sheet 5 of the Project Plans	1	EA	$ 22,396.00	$ 22,396.00	$ 4,750.00	$ 4,750.00	$ 14,300.00	$ 14,300.00
9	Install Grouted Riprap	5	CY	$ 2,494.60	$ 12,473.00	$ 225.00	$ 1,125.00	$ 710.00	$ 3,550.00
	Total Additive "A" Price			**$**	**65,079.46**	**$**	**13,225.00**	**$**	**76,356.00**
	Total Base Bid plus Additive "A" Price			**$**	**163,804.60**	**$**	**183,800.00**	**$**	**185,296.00**

Bidder #4, #5 and #6

ATTACHMENT "C"

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 405004 — BID DATE: 7/30/2025

Palo Alto Storm Drain Improvement Project — START DATE: 9/22/2025

Item No.	Bid Item	Quantity	Unit	Inland Highway Services Corp.		GCI Construction, Inc.		C.P. Construction Co., Inc.		Kindness General Contractors	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
	BASE BID										
1	Construct Weir Structure per Sheet 4 of the Project Plans	1	EA	$ 20,000.00	$ 20,000.00	$ 12,000.00	$ 12,000.00	$ 29,500.00	$ 29,500.00	$ 10,844.00	$ 10,844.00
2	Install Catch Basin and Grate per Project Plans	1	EA	$ 15,000.00	$ 15,000.00	$ 30,000.00	$ 30,000.00	$ 24,500.00	$ 24,500.00	$ 50,895.00	$ 50,895.00
3	Install 24 Inch Reinforced Concrete Pipe	22	LF	$ 1,267.00	$ 27,874.00	$ 850.00	$ 18,700.00	$ 495.00	$ 10,890.00	$ 1,389.00	$ 30,558.00
4	Construct Sidewalls per Sheet 5 of the Project Plans	50	CY	$ 750.00	$ 37,500.00	$ 1,000.00	$ 50,000.00	$ 850.00	$ 42,500.00	$ 1,074.00	$ 53,700.00
5	Demolish Sidewalk and Existing Drainage System	1	LS	$ 10,000.00	$ 10,000.00	$ 20,000.00	$ 20,000.00	$ 35,000.00	$ 35,000.00	$ 42,580.00	$ 42,580.00
6	Construct Sidewalk	195	SF	$ 25.00	$ 4,875.00	$ 50.00	$ 9,750.00	$ 22.00	$ 4,290.00	$ 78.00	$ 15,210.00
	Total Base Bid Price			**$**	**115,249.00**	**$**	**140,450.00**	**$**	**146,680.00**	**$**	**203,787.00**
	ADDITIVE "A"										
7	Install 24 Inch Reinforced Concrete Pipe	98	LF	$ 538.00	$ 52,724.00	$ 650.00	$ 63,700.00	$ 495.00	$ 48,510.00	$ 629.00	$ 61,642.00
8	Consturct Headwall per Sheet 5 of the Project Plans	1	EA	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 24,500.00	$ 24,500.00	$ 47,814.00	$ 47,814.00
9	Install Grouted Riprap	5	CY	$ 1,500.00	$ 7,500.00	$ 2,000.00	$ 10,000.00	$ 2,000.00	$ 10,000.00	$ 4,303.00	$ 21,515.00
	Total Additive "A" Price			**$**	**70,224.00**	**$**	**83,700.00**	**$**	**83,010.00**	**$**	**130,971.00**
	Total Base Bid plus Additive "A" Price			**$**	**185,473.00**	**$**	**224,150.00**	**$**	**229,690.00**	**$**	**334,758.00**

Low Bidder #7, #8, #9, and #10

CONSTRUCTION PLANS FOR
CITY OF REDLANDS
PALO ALTO STORM DRAIN IMPROVEMENT PROJECT
PROJECT No. 405004

JULY 2025



VICINITY MAP

SHEET INDEX	
#	DESCRIPTION
1	TITLE SHEET AND VICINITY MAP
2	GENERAL NOTES
3	SITE PLAN
4	WEIR STRUCTURE AND CATCH BASIN DETAILS
5	HEADWALL AND SIDEWALL DETAILS
6	EXISTING INLET AND OUTLET LOCATION FEATURES

CITY COUNCIL:

MARIO SAUCEDO, MAYOR
MARC SHAW, MAYOR PRO TEM
PAUL BARICH, COUNCIL MEMBER
EDDIE TEJEDA, COUNCIL MEMBER
DENISE DAVIS, COUNCIL MEMBER

CITY CLERK:

JEANNE DONALDSON, CITY CLERK

CITY STAFF:

CHARLES M. DUGGAN, JR., CITY MANAGER

REGISTERED PROFESSIONAL ENGINEER — GERARD JOHN RIVERA NEPOMUCENO — NO. C93200 — CIVIL — STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

REDLANDS COUNTRY CLUB
DRAINAGE IMPROVEMENTS
TITLE SHEET AND VICINITY MAP

BENCHMARK

Letter	Description	Date	Initial	Initial
	Revisions			

Checked by: GKD
Date: JUNE 2025
Checked by:
Date:
Checked by:
Date:
Checked by:
Date:

REVIEWED BY: DATE: 6/16/25
Gerard J Nepomuceno, Civil Engineer
APPROVED BY: DATE: 6/16/25
Gautam K. Dobey, City Engineer RCE 75646

Sheet 1 of 6 Sheets

2481-SD 01/06

STORM DRAIN GENERAL NOTES:

1. Contractor shall visit all conditions at the site and notify Engineer of any conflicts prior to construction.
2. The storm drain system shall conform to the Standard Specifications for Public Work Construction (SSPWC), latest edition, and City of Redlands Standard Drawings.
3. Pipe joints shall be of the rubber gasket type and conform to the latest ASTM standards unless otherwise noted. All pipes shall have a minimum pipe zone bedding of 3/4" crushed rock conforming to Section 200–1.2 of the SSPWC.
4. Excavations shown are not exact. Where sizes shown are used, data are only approximate and subject to field verification.
5. All existing storm drain lines, either referenced or noted, must be field verified before proceeding with the work.
6. Minimum pipe flow line slope shall be 0.40%.
7. Trench protection shall meet OSHA State of California requirements.
   Minimum vertical clearance between storm drain structure and other utilities is 1' unless otherwise noted.
8. All trench bedding, clearance of existing structures or other utilities is 1' minimum unless otherwise noted. The trench shall be backfilled per Section 306 of the SSPWC.
9. Bedding material under pipes shall be compacted per Section 306–1.4.4 of the SSPWC.
10. All pipe under paved areas shall have 6" of crushed aggregate base on top of pipe backfill and compacted to 95% maximum relative density.
11. All existing and proposed utilities shown are based on best available data. Contractor shall field verify prior to construction.
12. On curved storm drain lines and small runs, make all bends by laying curves.
13. Provide concrete collars on all new storm drain lines at all locations where the pipe enters or exits a structure, unless otherwise noted.
15. Storm drain pipes that change size along the conduit run shall have the crowns matched unless otherwise noted.
16. All connections to existing structures shall be field verified. All field connections to be sawcut to minimize damage to the structure.
17. All storm drain lines shall be installed per plan and per Standard Specifications for Public Works Construction.
18. Contractors shall keep existing storm drains in the work area clean and unobstructed throughout the construction period.
19. All concrete used in storm drain construction shall have a minimum 28–day compressive strength of 3,250 psi.
20. Concrete pipe shall be Class III RCP unless otherwise noted.
21. Catch basins shall be per City of Redlands Standard Drawing.
22. All storm drain lines and manholes shall be cleaned prior to acceptance of the system.
23. All utility poles, power poles, and street improvements in place (curbs, gutters, driveways, etc.) shall be protected in place unless otherwise noted.
24. All storm drain pipe elevations shown refer to the flowline invert elevations.
25. Prior to construction, the nature and location of any underground utility installations which may be affected by the proposed construction shall be determined by contacting Underground Service Alert of Southern California (USA) at 811. The contractor shall notify all utility agencies and coordinate as required.
26. The contractor shall locate and verify storm drain inverts prior to construction. Any discrepancies shall be reported to the Engineer.
27. Damage resulting from cutting of pavement, removal of existing facilities, or construction shall be addressed.

GENERAL NOTES:

1. The Contractor shall make his own determination of quantities before submitting his bid. Any item or work required by these plans which is not specifically listed in the Estimate of Quantities shall be considered as included in the items of work.
2. If saturated soil is encountered due to leaks in the existing water line, Contractor shall remove saturated material and replace with a suitable backfill material until adequate compaction can be attained by verification from the City's Geotechnical Engineer. Prior to any removal of saturated material, Contractor shall discuss the methods of remediation with the City's Representative. Approval from the City, or the City's Representative, shall be obtained for any amount of saturated material removal in which the Contractor anticipates to be compensated for. If approval is not obtained, all costs shall be borne by the Contractor. Up to a 14–day delay in the paving operations may be requested after all leaks have been resolved to provide time for excess moisture to dissipate, at no additional cost to the City. Base or an approved backfill material shall be installed within the trench up to the existing pavement surface and maintained by the Contractor throughout the duration of requested delay. A no–cost change order will be prepared to provide the Contractor with additional contract time if such delay is requested by the City.
3. The plans were prepared using data from the City of Redlands GIS Department, therefore centerline and parcel lines are approximate and for reference only. The Contractor shall establish the centerline of all streets by record maps for all required construction staking. No additional compensation will be provided for any additional survey research or investigation to complete staking.
4. All utility lines, including irrigation and storm drain lines shown, are approximate and intended for reference only. Contractor to pothole all existing utilities prior to construction and notify the Engineer immediately if conflicts arise. No additional compensation will be allowed for utility conflicts if not field located prior to start of construction.
5. Contractor may experience difficulty in excavation due to rock or unsuitable backfill material throughout the project locations. It shall be the Contractor's responsibility to identify these areas and account for any additional time for excavation or the need to import suitable backfill material. There will not be additional contract time or additional compensation to remediate these conditions.

REGISTERED PROFESSIONAL ENGINEER — GERARD JOHN RIVERA NEPOMUCENO — NO. C93200 — CIVIL — STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

REDLANDS COUNTRY CLUB DRAINAGE IMPROVEMENTS

GENERAL NOTES

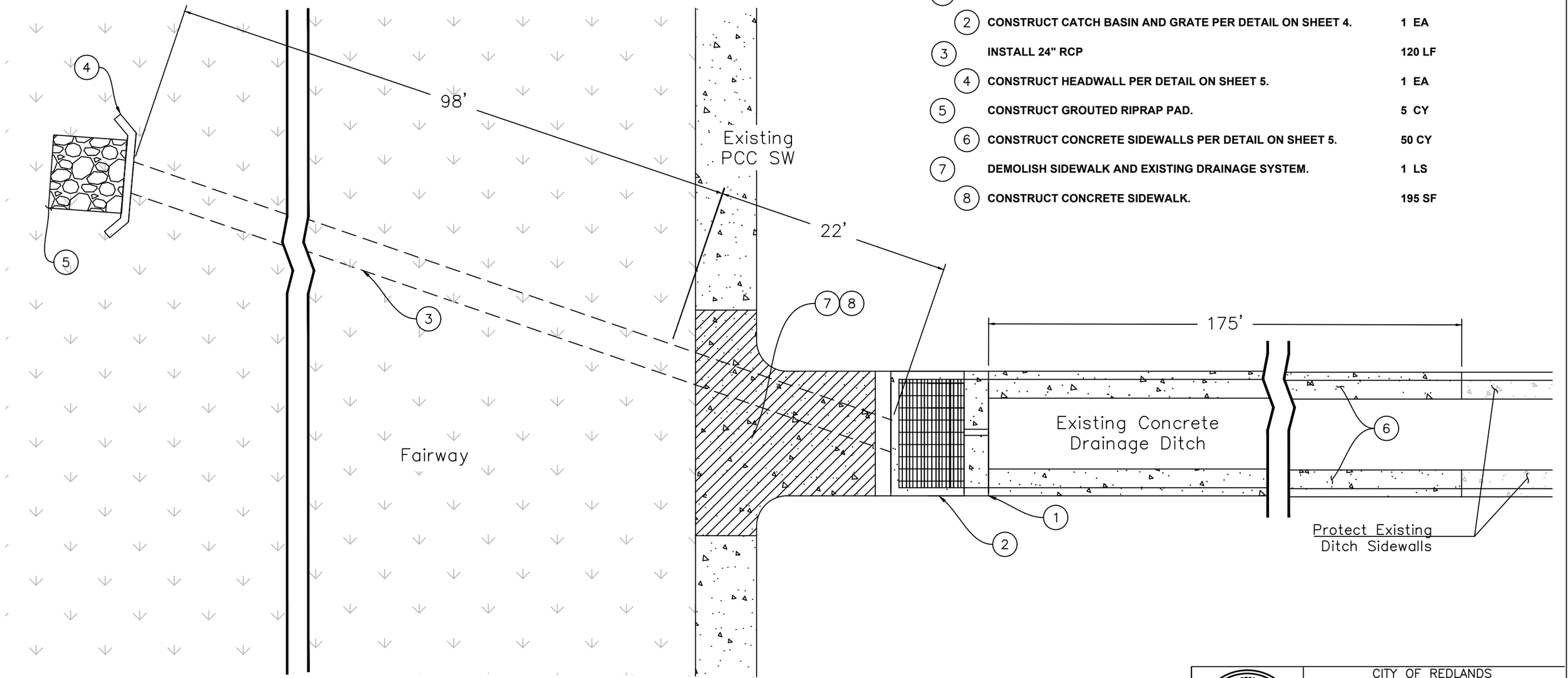
2481-SD 02/06

BENCHMARK	Letter	Description	Date	Initial	Initial
		Revisions			

Checked by: GKD
Date: JUNE 2025
Checked by:
Date:
Checked by:
Date:
Checked by:
Date:
Checked by:
Date:

REVIEWED BY: DATE: 6/16/25
Gerard J Nepomuceno, Civil Engineer
APPROVED BY: DATE: 6/16/25
Goutam K. Dobey, City Engineer RCE 75646

Sheet 2 of 6 Sheets



SITE PLAN
N.T.S

	CONSTRUCTION NOTES:	QUANTITIES
1	CONSTRUCT WEIR STRUCTURE PER DETAILS ON SHEET 4.	1 EA
2	CONSTRUCT CATCH BASIN AND GRATE PER DETAIL ON SHEET 4.	1 EA
3	INSTALL 24" RCP	120 LF
4	CONSTRUCT HEADWALL PER DETAIL ON SHEET 5.	1 EA
5	CONSTRUCT GROUTED RIPRAP PAD.	5 CY
6	CONSTRUCT CONCRETE SIDEWALLS PER DETAIL ON SHEET 5.	50 CY
7	DEMOLISH SIDEWALK AND EXISTING DRAINAGE SYSTEM.	1 LS
8	CONSTRUCT CONCRETE SIDEWALK.	195 SF

ENGINEER'S NOTICE TO CONTRACTOR:

THE CIVIL ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF UTILITY OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION TO THESE PLANS.

REGISTERED PROFESSIONAL ENGINEER — GERARDI JOHN RIVERA NEPOMUCENO — NO. C93200 — CIVIL — STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

REDLANDS COUNTRY CLUB DRAINAGE IMPROVEMENTS

SITE PLAN

2481-SD 03/06

BENCHMARK

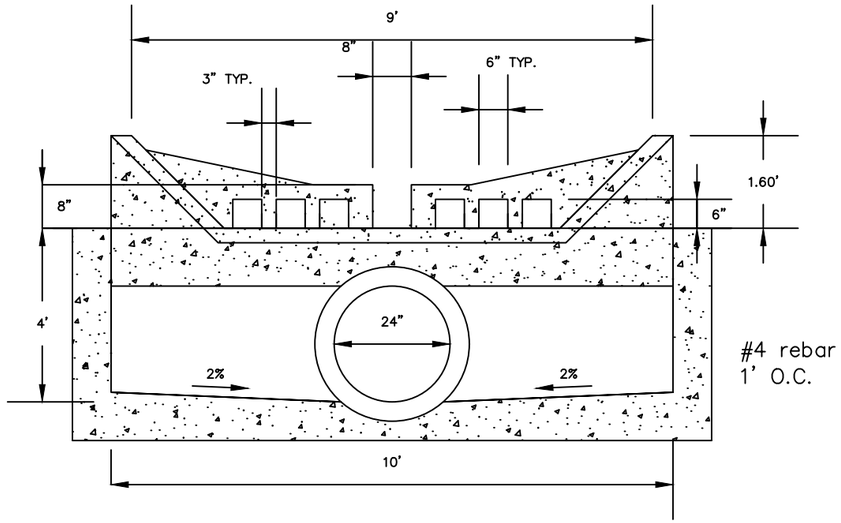
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Revisions

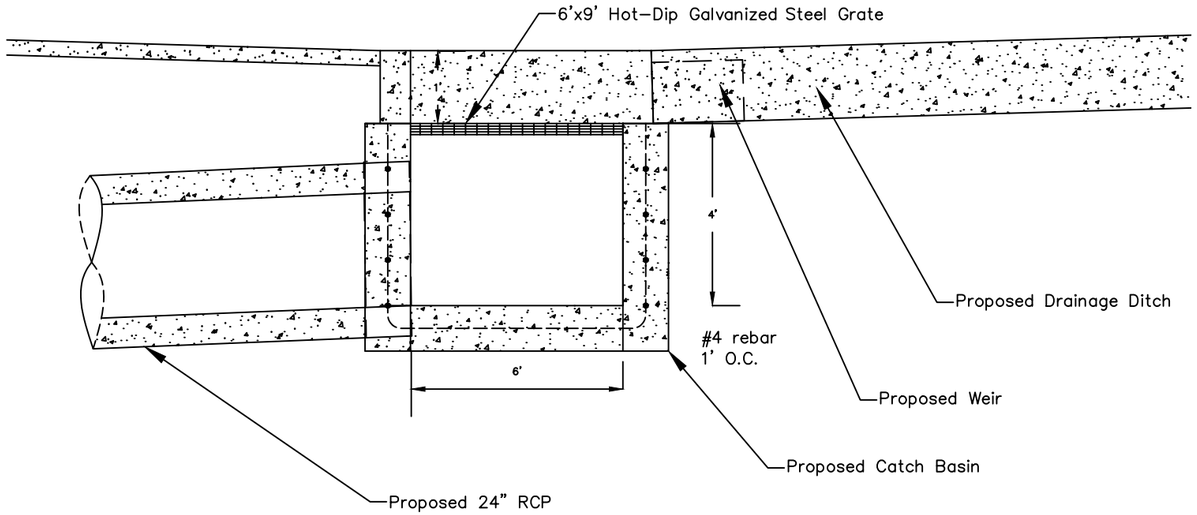
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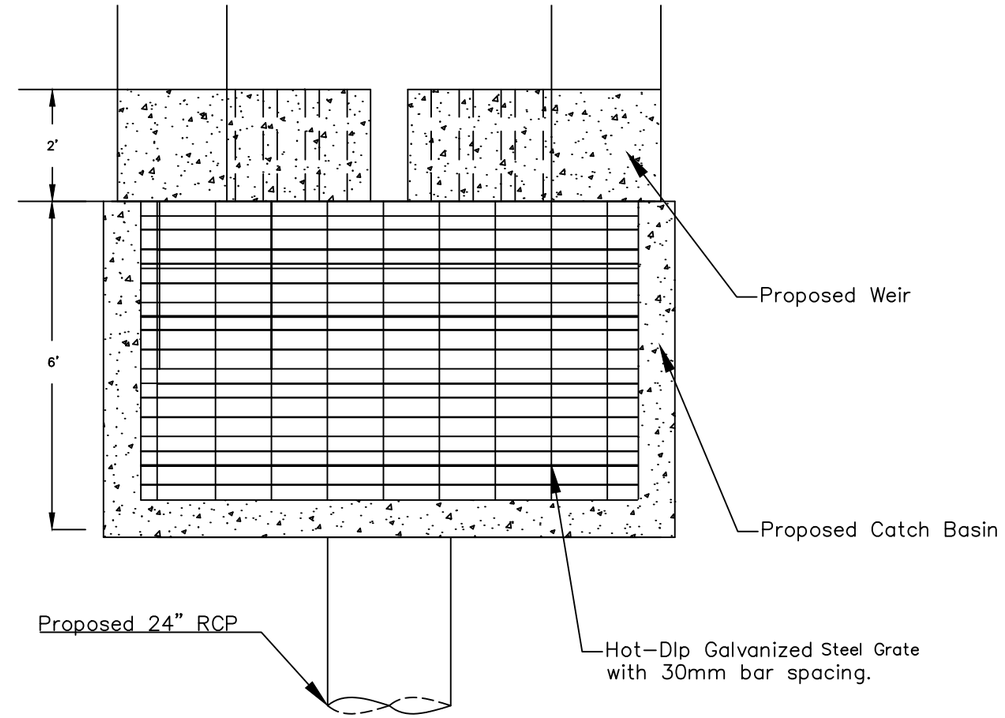
Sheet 3 of 6 Sheets



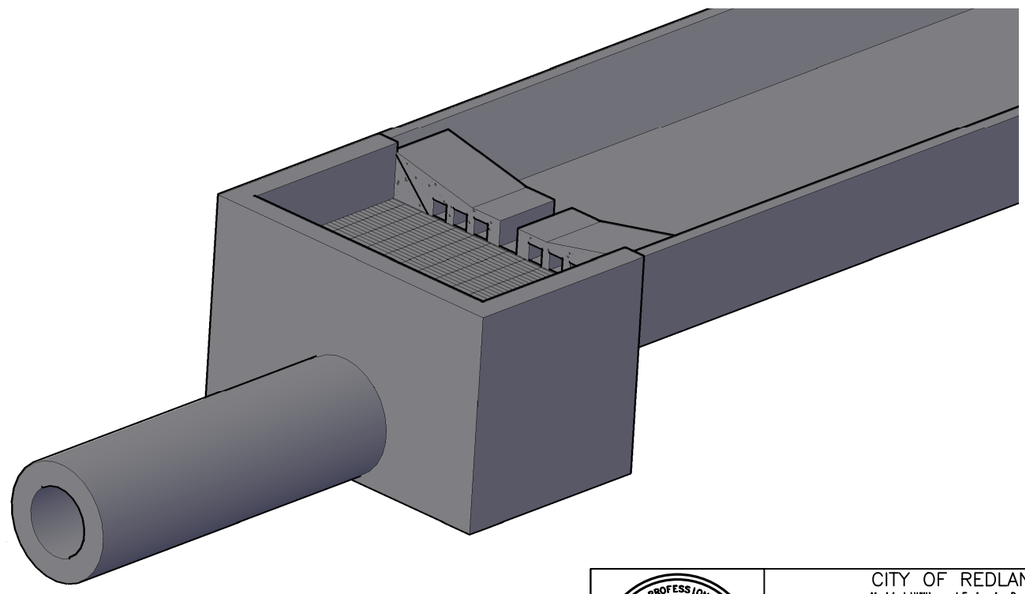
WEIR AND INLET DETAIL
CROSS SECTION



WEIR AND INLET DETAIL
PROFILE VIEW



WEIR AND INLET DETAIL
TOP VIEW



WEIR AND INLET DETAIL
ISOMETRIC VIEW

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

REDLANDS COUNTRY CLUB DRAINAGE IMPROVEMENTS

WEIR AND INLET DETAILS

2481-SD 04/06

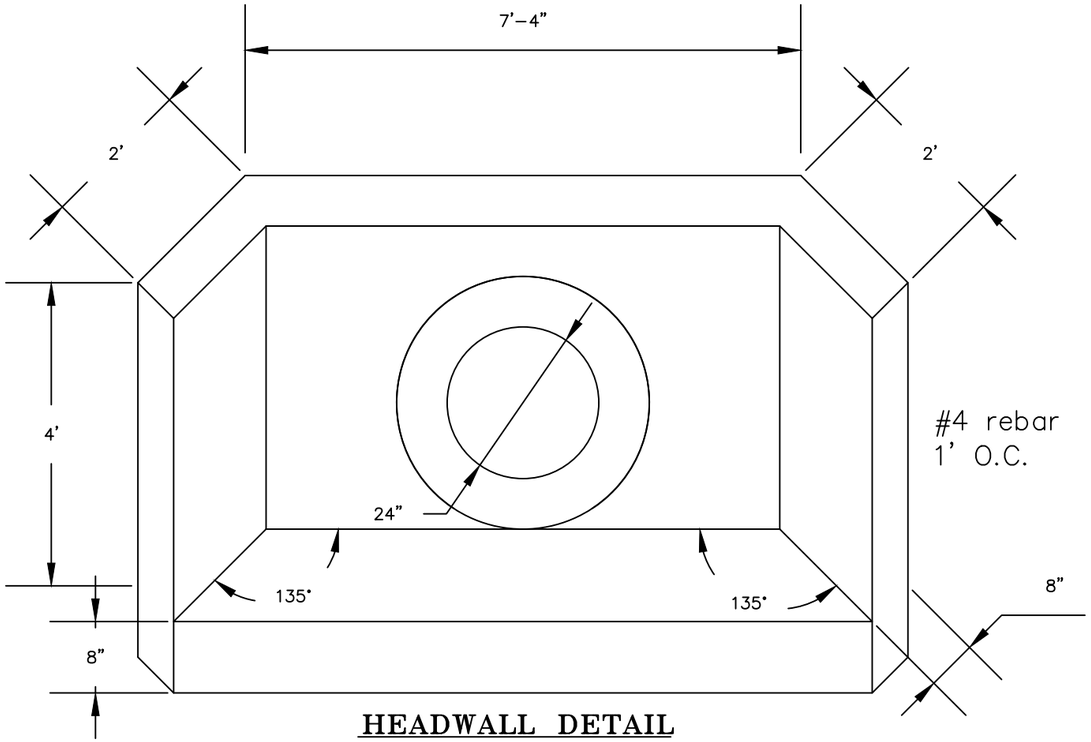
BENCHMARK

Letter	Description	Date	Initial	Initial
	Revisions			

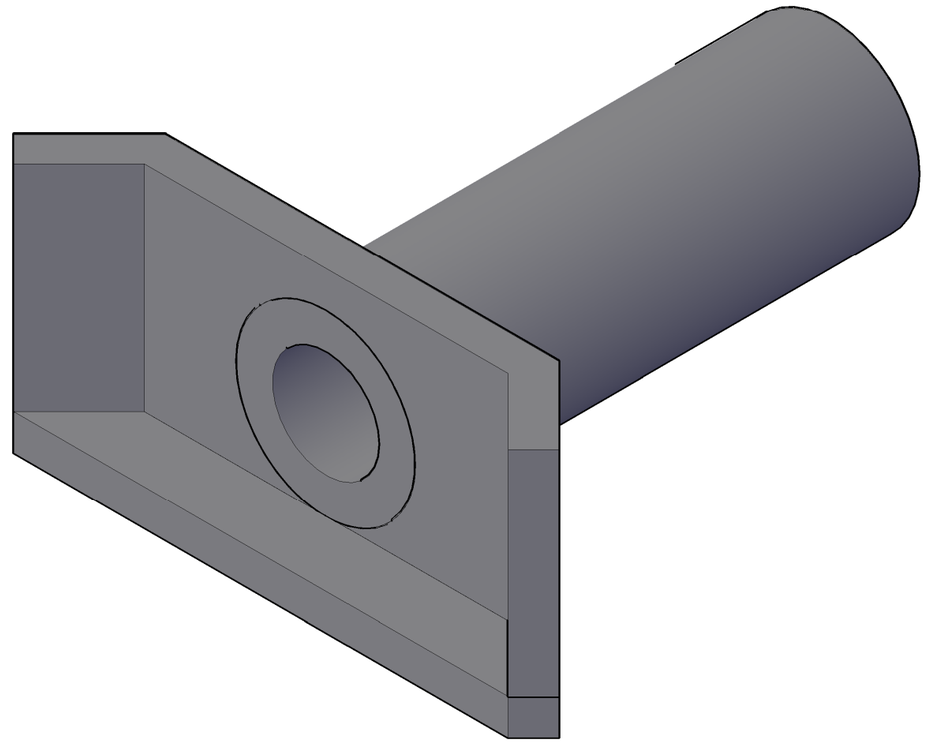
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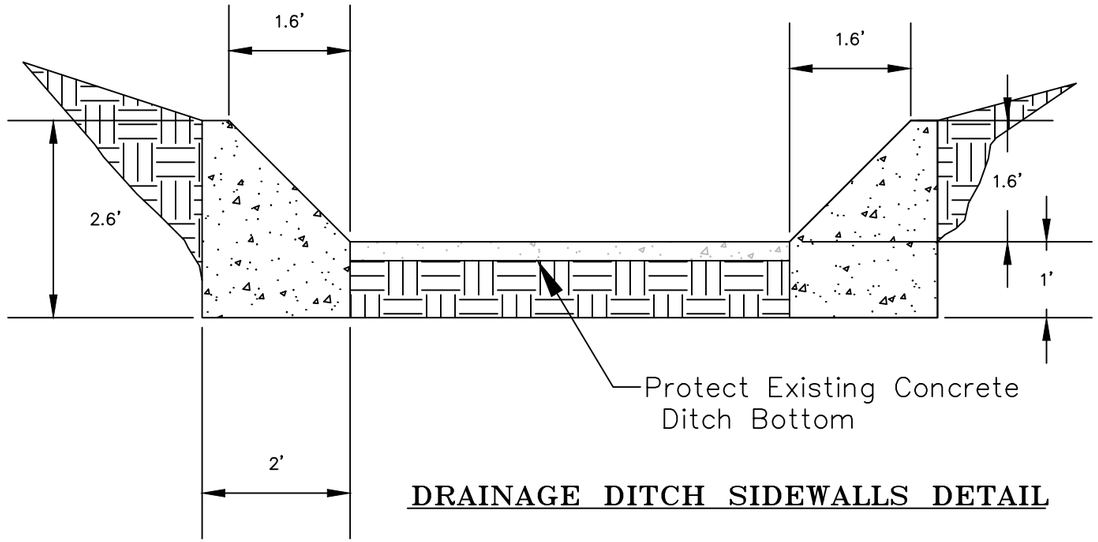
Sheet 4 of 6 Sheets



HEADWALL DETAIL



PROPOSED HEAD WALL
ISOMETRIC VIEW



DRAINAGE DITCH SIDEWALLS DETAIL

REGISTERED PROFESSIONAL ENGINEER
GERARD JOHN RIVERA NEPOMUCENO
NO. C93200
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

REDLANDS COUNTRY CLUB DRAINAGE IMPROVEMENTS

HEADWALL AND SIDEWALL DETAILS

2481-SD 05/06

BENCHMARK

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Sheet 5 of 6 Sheets

PROPOSED PIPE OUTLET AND HEADWALL LOCATION



NOTE:

PROPOSED PIPE OUTLET AND HEADWALL WILL DRAIN INTO AN EXISTING NATURAL DITCH. CONTRACTOR WILL INVESTIGATE SITE PRIOR TO CONSTRUCTION AND SHALL ACCOUNT FOR ALL NECESSARY CHANGES TO THE EXISTING SITE FEATURES (DITCH, PVC PIPE, ETC.) TO OPTIMIZE THE PROPOSED IMPROVEMENTS (PIPE, HEADWALL, GROUTED RIPRAP, ETC.).



PROJECT SITE AERIAL

EXISTING DRAINAGE STRUCTURES



NOTE:

EXISTING DRAINAGE STRUCTURES AND SIDEWALK TO BE DEMOLISHED AND REMOVED. CONTRACTOR SHALL DETERMINE IF ANY STORM DRAIN PIPE CONNECTION IS ACTIVE AND SHALL PLUG IF NECESSARY.

REGISTERED PROFESSIONAL ENGINEER — GERARD JOHN RIVERA NEPOMUCENO — NO. C93200 — CIVIL — STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

REDLANDS COUNTRY CLUB DRAINAGE IMPROVEMENTS

EXISTING INLET AND OUTLET FEATURES

2481-SD 06/06

BENCHMARK

Letter	Description	Date	Initial	Initial
	Revisions			

Checked by: GKD
Date: JUNE 2025
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Gerard J Nepomuceno, Civil Engineer
APPROVED BY: DATE: 6/16/25
Goutam K. Dobey, City Engineer RCE 75646

Sheet 6 of 6 Sheets

REQUEST FOR BIDS

Palo Alto Storm Drain Improvement Project
Project No. 405004

Issued By:
City of Redlands
Municipal Utilities and Engineering Department
35 Cajon St.
P.O. Box 3005
Redlands, CA 92373

Date of Issue:
July 10, 2025

Due Date and Time:
July 30, 2025, by 2:00 pm

Responses received at:
City Clerk Office
35 Cajon Street, Suite 4
Redlands, CA 92373

CALENDAR OF EVENTS

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the Purchasing Manager. If the Purchasing Division finds it necessary to change any of these dates or times prior to the bid due date, the change will be accomplished by addendum.

Issue RFB	July 10, 2025
Pre-Bid Meeting	July 21, 2025, at 2:00 pm @ Palo Alto Drive/Country Club Drive Redlands, CA 92373
Last Day for Questions	July 24, 2025, at 2:00 pm
Publish response to Questions	July 24, 2025, at 3:00 pm
Bids Due	Wednesday, July 30, 2025, by 2:00 pm
City Council Approval	TBD

PART 1

INTENT AND GENERAL INFORMATION

BACKGROUND

The City of Redlands (City) Municipal Utilities and Engineering Department is soliciting bids to construct drainage improvements near and within the Redlands Country Club. Improvements include, but are not limited to, the construction of concrete channel sidewalls, concrete weir structure, catch basin, 24" reinforced concrete pipe, headwall, grouted riprap, and sidewalk. The City of Redlands is seeking qualified, experienced, and responsible general contractors to furnish all labor, equipment, and materials necessary to complete these tasks and associated items outlined on the bid schedule. The project shall be executed in accordance with the Project Plans, and City of Redlands Standards and Specifications.

REQUEST FOR BID (RFB)

The City of Redlands is currently using PlanetBids, a web-based bid management service to manage requests for bids. PlanetBids does not charge a fee to access and view current project "Request for Bids", however, PlanetBids require potential contractors, subcontractors, vendors, and suppliers to provide contact information in order to download files, receive addendum notifications and receive automatic updates or revisions to projects. PlanetBids can be accessed through the City of Redlands website at https://www.cityofredlands.org/post/bids-and-requests-proposal.

Bidders shall take careful notice of the following conditions of this Request for Bid:

- Bids submitted by FAX or email will not be accepted under any circumstances. Late bids will not be accepted, and will be returned, unopened, to the proposer, at the bidder expense.
- Bids and modifications received after the time set for the bid deadline will not be considered.
- Bids may not be withdrawn after they have been submitted, unless approved by City Staff.
- City of Redlands reserves the right to reject any and/or all bids, reserves the right to waive any informalities or irregularities in the bid or examination process, reserves the right to select low bidder per item, and reserves the right to award bids and/or contracts in the best interest of the City.
- All inquiry, questions or request for interpretation received by date and time noted on page 1 will be considered. Questions must be posted online on PlanetBids. Questions will not be answered over the phone or by email. Answers will be posted on PlanetBids.

SUBMISSION OF FORMAL BIDS

One (1) complete bid package with all required documents as itemized must be submitted. Formal bids and changes thereto shall be enclosed in a sealed envelope.

The outside of the bid package shall be prominently marked with the following identification:

Bid Title: Palo Alto Storm Drain Improvement Project

Project No.: 405004

Bid Due Date: Wednesday, July 30, 2025 by 2:00 pm

Bidder's Name: _____

Bidder's Address: _____

BIDDERS RESPONSIBILITY

Bidders are fully and completely responsible for the labeling, identification and delivery of their bids. The City will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

- Submissions shipped by express delivery, or in overnight or courier envelopes, boxes, or packages must be prominently marked on the outside of such envelopes, boxes or packages with the sealed bid identification.
- Bids that are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations, or irregularities of any kind, or which do not comply with these documents may be rejected at the option of the City.
- Deadline for Submissions in response to this Request for Bid: Bids must be received no later than Wednesday, July 30, 2025, by 2:00 pm.

The RFB should be neat, professional in appearance and bound appropriately for the document's thickness. The original document shall have original signatures and clearly noted with *ORIGINAL* on the cover. All bids shall be mailed or hand delivered to office of the City Clerk at the address below, by the date and time set forth herein.

Bids can be hand-delivered to:
City of Redlands
Office of the City Clerk
35 Cajon Street, Suite 4
Redlands, CA 92373

BID DOCUMENTS REQUIRED

Bidders are required to use the official "BID FORMS" (located in Part 2), and all attachments itemized herein are to be submitted as a single document. The following documents ***must*** be complete, and all forms should be in the following arrangement for each submission:

- **Cover Page.** This is to be used as the first page of the submission (page 6) of the bid package. This form must be fully completed and signed by an authorized officer of the firm.

- **Bidder Certification / Addenda Acknowledgement or No-Proposal Form**

- **Executive Summary.** Bidder must identity the Account Manager who will be working directly with the City and engaged in managing the deliver/work/product. Identify responsibilities of key individuals, other than the Account Manager, who will be assigned to the proposed contract, and who will have major responsibilities delivery/work/product required. This section should not exceed one (1) page.

- **Firm Experience and References.** At a minimum, a bidder should have been in business as a provider for a minimum of ten (10) years. The Bid shall include at least three (3) references from past or current government entity clients for similar types of services, with at minimum one (1) reference being similar-type governmental agencies. Include title and brief description of each project with the following information:
    - Client (contact person, address, telephone #, fax # and email)
    - Date contract started to date completed (if applicable)
    - Nature of work for each contract (include all applicable work processes)

NOTE: All entries in the entire BID PROPOSAL must be made clearly and in ink. Mistakes shall be lined through and the correct amount written above and initialed by the authorized agent of the Bidder.

- **Comply with the City's Contractor Safety Program set in Exhibit "A".** Bidder shall review Exhibit "A", City's Contractor Safety Program (CSP), and submit the following with the bid package for evaluation:
    - Attachment "A" of the CSP "Acknowledgement of Receipt" signed by a responsible Official.
    - Attachment "B" of the CSP "City of Redlands Safety Prequalification Questionnaire".

  In addition to evaluation of the requirements in section A–B above, Bidders that have previously been awarded work by the City will be equally evaluated on their compliance history in relation to City projects. Bidder must qualify in each section to be approved for award of a contract. If a Bidder fails to pass prequalification procedure, the City has the right to disqualify the Bidder's proposal no exceptions will be permitted. All costs associated with compliance with City of Redlands prequalification requirements shall be at the sole expense of the Bidder. If a Bidder provides information that is later determined to be false, or improperly withholds information, the Bidder will be immediately disqualified.

NOTE: Bids will be rejected for failure to complete or meet the requirements of the City's Contractor Safety Program.

- **Price and Fee Bid.** Price and Fee Bid sheets are located in Part 4. All charges should be included on the Official Price and Fee Sheet(s) which includes all associated costs (including but not limited to delivery, freight, etc.). In the event of an addition error, unit

price shall prevail. All prices must be typewritten or written in ink. No erasures are permitted.

- **Business License.** The successful Bidder will be required to obtain a City of Redlands business license prior to the beginning of the work.

- **IRS W-9 Form.** The form is required to be on file with the City prior to setting up annual purchase order.

- **Terms and Conditions.** By submitting a bid, vendors acknowledge the "Terms and Conditions of Request for Bid" pages 16-22.

- No additional terms and conditions included with the bid response shall be evaluated or considered and all additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid and the Bidder's authorized signature affixed to the bid attests to this.

- **Conformity.** All Bidders must conform to these specifications and the products they furnish shall be of first-class quality and the equipment used to provide said product shall be the best obtainable in the various trades.

- **Payments.** Payments shall be made thirty (30) days from the receipt of invoice and follow all City policies promulgated thereby.

- **Period of Pricing.** Unless otherwise stated in the bid package, the price quoted/proposed shall remain in effect.

- **Tax and Discounts.** Do not include sales taxes in the bid price. Discounts should be deducted from the unit price and the net price should be shown in the bid.

PART 2
BID FORMS

BID DOCUMENTS COVER PAGE
Name of Firm, Entity or Organization:
Federal Employer Identification Number (EIN): **State of California License Number & DIR Number:** **Name of Contact person:** **Title:** **Email address:**
Mailing Address: **Street Address (if different):** **City, State, Zip:** **Telephone:** **Fax:**
Organization: **Corporation:** ☐ **Proprietorship:** ☐ **Other:** ☐ **(check one)** **Partnership:** ☐ **Joint Venture:** ☐ **If Corporation:** **Date of Incorporation:** **State of Incorporation:** **States Registered in as Foreign Corporation:**
Authorized Signature: **Print Name:** **Signature:** **Title:** **Phone:**
This document must be completed and returned with your submittal.

BIDDER CERTIFICATION

Palo Alto Storm Drain Improvement Project

Submit To: City of Redlands City Clerk 35 Cajon Street, Suite 4 Redlands, CA 92373	**City of Redlands** **Request for Bid (RFB) Certification** **And Addenda Acknowledgment**

DUE DATE:	**DUE TIME:**	**PROJECT No.**
Wednesday, July 30, 2025	2:00 pm	**405004**

BIDDER NAME:	**PHONE NUMBER:**
BIDDER MAILING ADDRESS:	**FAX NUMBER:**
CITY/STATE/ZIP	**E-MAIL ADDRESS:**

"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this REQUEST FOR BID and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify that the services will meet or exceed the REQUEST FOR BID requirements. I, the undersigned, declare that I have carefully examined the REQUEST FOR BID, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this REQUEST FOR BID with any other Offer or and have not colluded with any offertory or parties to a REQUEST FOR BID whatsoever for any fraudulent purpose."

_____	_____	_____	_____	_____
Addendum #	Addendum #	Addendum #	Addendum #	Addendum #

"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an REQUEST FOR BID for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this REQUEST FOR BID and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the REQUEST FOR BID, including but not limited to certification requirements. In conducting offers with an agency for the City of Redlands respondent agrees that if this bid is accepted, the respondent will convey, sell, assign, or transfer to the City all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."

_____	_____	
Authorized Bidder Name, Title (Print)	Authorized Signature	Date

This form must be completed and returned with your Submittal

FIRM INFORMATION/ORGANIZATION	
CONTRACT MANAGEMENT CONTACT INFORMATION	
SHOP OWNER OR MANAGER	
NAME	
TITLE	
OFFICE PHONE	
CELL	
FAX	
HOURS AVAILABLE	
CONTRACT MANAGER	
NAME	
TITLE	
OFFICE PHONE	
CELL	
FAX	
HOURS AVAILABLE	
ALTERNATE CONTACT	
NAME	
TITLE	
OFFICE PHONE	
CELL	
FAX	
HOURS AVAILABLE	
EMERGENCY CONTACT/ AFTER HOURS CONTACT	
NAME	
TITLE	
OFFICE PHONE	
CELL	
FAX	
HOURS AVAILABLE	

STATEMENT OF "NO-PROPOSAL RESPONSE"

City of Redlands

If you do not intend to submit a proposal for this project, please complete and return this form prior to date shown for receipt of proposals to:

City of Redlands, Municipal Utilities and Engineering Department
35 Cajon Street Ste. 15A, Redlands, CA 92373

We, the undersigned, have declined to submit a proposal on your **Palo Alto Storm Drain Improvement Project, Project No. 405004**

_____ Specifications are too "tight", i.e. geared toward one brand or manufacturer only (please explain reason below)

_____ Insufficient time to respond to Request for Proposals.

_____ We do not offer this product/s or equivalent.

_____ Remove us from your bidders' list for this commodity or service.

_____ Our product schedule would not permit us to perform to specifications.

_____ Unable to meet specifications.

_____ Unable to meet insurance requirements.

_____ Specifications unclear (please explain below).

_____ Competition restricted by pre-approved owner standards.

_____ Other (please specify below).

Remarks: _____

_____

_____

Company Name: _____

Address: _____

Signature and Title: _____ Title: _____

Telephone Number: _____ Date: _____

PART 3
ADDITIONAL PROVISIONS

DESCRIPTION OF WORK

A. The Contractor shall make all measurements and determine all quantities and amounts of work done under the Contract and in accordance with the bid schedule. At the time measurements are made for quantity determinations, the City's representative shall be present to verify such measurements.
B. No measurement and payment will be made for:
    1. Work performed or materials placed outside the lines indicated in construction plans or outside the scope of work as established by the City, the construction plans, and the bid documents;
    2. Materials wasted, used, or disposed of in a manner not called for under the Contract;
    3. Rejected materials including material rejected after it has been placed if the rejection is due to the Contractor's failure to comply with the provisions of the Contract;
    4. Hauling and disposing of rejected materials (as referenced in item 3 above);
    5. Materials on hand after completion of the work;
    6. Materials, labor, appurtenances, and other items incidental to the work and required to complete the work and render it operational;
    7. Incidental repair of disturbed landscaping, backfill around concrete, and sprinkler repair associated with concrete construction;
    8. Any other work or material when payment is contrary to any provision of the contract;
    9. Any work not included on the bid schedule unless approved through the change order process.

ESTIMATED QUANTITIES

The RFB plans and specifications provide estimated quantities for each project elements. Bidders shall verify actual quantities at each project location prior to submitting bids.

SCOPE OF PAYMENT

Payment shall be for work actually completed and accepted by the City.

PAYMENT FOR UNIT ITEMS

Payments for unit price items will be paid in accordance with the bid schedule and specifications. All aggregates paid by the ton on the bid schedule will be paid based on signed weight tickets provided by the supplier. Payment will not be made for aggregates without supporting weight tickets. Payment shall be full compensation for all labor, equipment, and materials incidental to the construction of the various types of work.

PAY ITEMS

All required labor, equipment, materials, administrative costs, submittals (when applicable), temporary controls, temporary buildings, site maintenance, clean-up, and incidental items necessary to complete the work and render it operational shall be included within the pay items included on the bid schedule. All items involving removal shall include costs for storage, hauling,

and disposal of items within the project limits. The Contractor shall dispose of all removed materials in compliance with all applicable regulations at an off-site facility to be secured by the Contractor. Payment will not be made for any items not included on the bid schedule unless approved in advance by the City through the change order process.

SCHEDULE

All work shall be completed according to individual project schedules mutually agreed upon by the City and Contractor. The Contractor shall mobilize within ten (10) business days after issuance of a Notice To Proceed, unless otherwise stated by the City.

QUALITY CONTROL TESTING

All Quality Control testing will be paid for by the City of Redlands in accordance with City Specifications. However, the Contractor is responsible for ordering, scheduling, and coordinating this testing after obtaining approval from the City.

The Contractor shall not use any materials or equipment represented by samples until testing, if required, has been completed and the materials or equipment are found to be acceptable. Any product which becomes unfit for use after approval shall not be incorporated into the work.
The Contractor shall be responsible for all retesting for work or materials found to be defective or unsatisfactory.

Tests shall be made by an independent, accredited testing laboratory under contract with the City. Unless noted otherwise, sampling and testing of all materials and the laboratory methods and testing equipment shall be in accordance with the latest standards and methods of the American Society for Testing Materials (ASTM).

BONDING REQUIREMENTS

Payment and performance bonds are required for this project. No bid bond is required.

PART 4
PRICE AND FEE BID

	PALO ALTO STORM DRAIN IMPROVEMENT PROJECT				
	PROJECT No. 405004				
	10-Jul-25				
BASE BID					
ITEM	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**EXTENSION**
1	Construct Weir Structure per Sheet 4 of the Project Plans	EA	1		$ -
2	Install Catch Basin and Grate per Project Plans	EA	1		$ -
3	Install 24 Inch Reinforced Conctrete Pipe	LF	22		$ -
4	Contruct Sidewalls per Sheet 5 of the Project Plans	CY	50		$ -
5	Demolish Sidewalk and Existing Drainage System	LS	1		$ -
6	Construct Sidewalk	SF	195		$ -
				Base Bid Total	**$ -**
ADDITIVE "A"					
ITEM	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**EXTENSION**
7	Install 24 Inch Reinforced Conctrete Pipe	LF	98		$ -
8	Contruct Headwall per Sheet 5 of the Project Plans	EA	1		$ -
9	Install Grouted Riprap	CY	5		$ -
				Additive "A" Total	**$ -**

General Notes:

1. All work shall be done in accordance with the project Plans, and current City of Redlands Standards and Specifications for the Design and Construction of Public Improvements.

2. Incidental landscaping, site grading, and backfill around concrete sidewalk or drainage structures shall be included in the work and will not be paid for separately.

3. All materials and concrete mix design shall be submitted by the Contractor prior to commencement of work. The materials and mix design shall be approved by the City.

4. The cost of mobilization and demobilization shall be included in the costs presented above.

5. Transport and disposal shall be in accordance with all applicable laws and regulations. Materials shall be disposed of in a proper manner.

CITY OF REDLANDS
TERMS AND CONDITIONS OF REQUEST FOR BID

GENERAL CONDITIONS
Bidders are required to submit bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the bid conditions. No pleas of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

Bidders are advised that City contracts are subject to all legal requirements provided for in the City Municipal Code and/or applicable City Ordinances, State and Federal Statutes.

1. PREPARATION OF BIDS
Bids will be prepared in accordance with the following:

- All information required by the bid form shall be furnished.
- Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- Alternate bids will not be considered unless authorized by the invitation for bids or any applicable addendum.
- Proposed delivery time must be shown.

2. DESCRIPTION OF SUPPLIES
Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidder is required to state exactly what they intend to furnish; otherwise bidder shall be required to furnish the items as specified.

3. SUBMISSION OF FORMAL BIDS
Formal bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the bid deadline and the material or services bid on shall be typed or written on the face of the envelope.

Unless otherwise noted on the Notice to Bidders cover sheet, all bids must be submitted to the Office of the City Clerk, 35 Cajon St., Suite 4, Redlands, CA 92373.

Formal bids must be submitted on the forms furnished. Email and facsimile bids will not be considered.

Samples, when required, must be submitted within the time specified, at no expense to the City of Redlands. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

Bids must be valid for a period of sixty (60) days. An extension to hold bid pricing for actual quantity bids may be requested by the City.

4. REJECTION OF BIDS

The City of Redlands reserves the right to reject any and/or all bids, reserve the right to waive any informalities or irregularities in the bid or examination process, reserve the right to select low bid per item, and reserve the right to award bids and/or contracts in the best interest of the City.

5. WITHDRAWAL OF BIDS

Bids may not be withdrawn after they have been submitted, unless approved by the City Staff.

6. LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid deadline will not be considered.

7. CLARIFICATION, INTERPRETATIONS AND ADDENDA

- No oral interpretations will be made to any bidder as to the meaning of the Bid Documents. Any inquiry or request for interpretation shall be submitted under Q&A.
- The City reserves the right to amend this REQUEST FOR BID (RFB) prior to the bid due date. In case any Proposer fails to acknowledge receipt of such addenda or addendum, his/her bid will nevertheless be construed as though it had been received and acknowledged and the submission of his/her Bid will constitute acknowledgment of the receipt of same. All addenda are a part of the Bid Documents and each Bidder will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Bidder to verify that he/she has received all addenda issued before Bids are submitted. Addenda or addendum will be published on PlanetBids.
- In the case of unit price items, the quantities of work to be done and materials to be furnished under this Bid/Contract are to be considered as approximate only and are to be used solely for the comparison of Bids received. The City and its Consultants do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Bidder plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and other bid documents, and it is understood that the quantities may

be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

- In the event that an addendum alters a price basket, the new price basket must be used and submitted with the required bid documents.

8. BIDDER DISCOUNTS

Discounts should be deducted from the unit price and the net price should be shown in the bid.

9. INTENT OF CONTRACT

There are two types of contracts awarded for materials, equipment or non-professional services.

(a) ACTUAL QUANTITIES CONTRACT: Quantities specified are actual amounts and are based on the best available information. The purpose of this contract is to establish prices for the amounts and kind of commodities indicated. The quantity indicated is the quantity the City wants to purchase, but the actual amount purchased is subject contingency which may increase the commodities purchased by 10%.

(b) ANNUAL CONTRACTS: This contract does not commit the City to purchase the quantities indicated. The quantities are estimates and are based on the best available information. The purpose of this contract is to establish prices for the commodities or services needed, should the City need to purchase these commodities or services. Since the quantities are estimates, the City may purchase more than the estimated quantities, less than the estimated quantities, or not purchase any quantities at all. The needs of the City shall govern the amount that is purchased.

10. AWARD OF CONTRACT

The low bid will be determined pursuant to Public Contract Code Section 20103.8 (c) as the lowest Base Bid total. If available funding allows for additional work, then the low bid determination will be re-evaluated as the lowest total price of the Base Bid plus Additive "A".

A responsible bidder who submits the lowest bid as determined by the above method shall be awarded the contract, if it is awarded, by the City Council of the City of Redlands.

The City reserves the right to accept any item or group of items in the bid specifications, unless the bidder qualifies its bid by specific limitation. Proof: The bidder shall bear the burden of proof of compliance with the City of Redlands specifications.

A written award of acceptance (a duly approved purchase order or Agreement) furnished by the City to the successful bidder results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.

It is the intent of the City to issue one (1) purchase order with a total estimated sum to adequately cover the costs of services for the specified period. The City reserves the right to split this contract and award to more than one contractor if it is to the City's advantage.

11. INSURANCE REQUIREMENTS

A Certificate of Insurance will be furnished by the successful Contractor upon Notice of Award. The certificate(s) shall be completed by the Contractor's authorized agent and submitted to the City's Risk Management Department. The successful Contractor shall not commence any work in connection with the Agreement until it has obtained all of the following types of insurance and shall maintain such insurance for the duration of the Agreement. The Contractor shall secure the minimum insurance coverage described below, and such insurance shall be primary with respect to any insurance or self-insurance programs maintained by the City.

Comprehensive Commercial General Liability. Contractor shall obtain, and maintain throughout the life of the Agreement, Comprehensive Commercial General Liability Insurance in an amount of $1,000,000 per occurrence and $2,000,000 aggregate with an insurance carrier acceptable to the City and name the City as additional insured.

Commercial Automobile Liability Insurance. Contractor shall obtain, and maintain throughout the life of the Agreement, Comprehensive Automobile Liability Insurance with minimum limits of $1,000,000, combined single limit for bodily injury liability and property damage liability and name the City as additional insured. This coverage shall include all owned vehicles, hired and non-owned vehicles, and employee non-owned vehicles.

Workers' Compensation and Employer's Liability Insurance. If applicable, the Contractor shall obtain, and maintain throughout the life of the Agreement, Workers' Compensation and Employer's Liability Insurance in the amount that meets the statutory requirement and shall be in force with an insurance carrier acceptable to the City. Contractor and any sub-consultants or subcontractors shall comply fully with the California Workers' Compensation Law.

Professional Liability Insurance. If applicable, the Consultant shall obtain and maintain throughout the life of the Agreement Professional Liability Insurance in an amount of $1,000,000 per claims made and $2,000,000 aggregate with an insurance carrier accepted to the City.

The Contractor shall instruct their insurance broker to furnish properly executed certificates of insurance to the City.

The name of the insured Contractor, the specified job by name and/or RFB number, the name of the insurer, the number of the policy, its effective date and its termination date.

Certificates of insurance shall clearly evidence coverage required above.

Certificates of insurance shall be submitted by the broker directly either via email (insurance@cityofredlands.org) or US Mail to: City of Redlands, Risk Management Division PO Box 3005 Redlands, CA 92373.

The insurer will notify the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

The City reserves the right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

12. ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES

The bidder by submitting a bid acknowledges that other public agencies may seek to "Piggy-Back" under the same terms and conditions during the effective period of any resulting contract services and/or purchases being offered in this bid/bid for the same prices and/or terms being proposed. The successful Bidder has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a public agency is allowed to Piggy-Back any contract, the agency must first obtain the Bidder's approval. Without the Bidder's approval, the seeking agency cannot Piggy-Back.

13. BUSINESS LICENSES

The successful Bidder will be required to obtain a City of Redlands business license prior to commencement of work.

14. CHANGES/MODIFICATIONS

The City reserves the right to order changes in the scope of work and resulting contract. The successful Bidder has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the contractor. Price adjustments will be based on the unit prices proposed by the Bidder in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

15. FISCAL YEAR FUNDING APPROPRIATION

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the City of funds thereafter.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

16. GOVERNING LAWS AND REGULATIONS

The Bidders required to be familiar with and shall be responsible for complying with the City's Purchasing Policies and Procedures, City resolutions, City rules, all federal, state and local laws, ordinances, rules and professional standards or regulations that in any manner affect this

solicitation, the selection process, protests, award of contract, contract management or any other activity associated with this solicitation and the subsequent work required of the successful Bidder.

17. HAZARDOUS CHEMICALS AND WASTES

The Bidder shall bear full and exclusive responsibility for any release by vendor of hazardous or non-hazardous chemicals or substances during the course of performance of the agreement. Bidder shall immediately report any such release to the City employee accepting delivery. Bidder shall be solely responsible for all claims and expenses associated with the response to, removal any remediation of the release, including, without limit, payment of any fines or penalties levied against the City and its officers, agents and employees as a result of such release.

18. INDEMNIFICATION

The successful Bidder must fully indemnify the City. Such indemnification will be documented in the contract documents.

19. PAYMENTS

Payments shall be made thirty (30) days from the receipt of invoice and follow all City policies promulgated thereby.

20. PREVAILING WAGES

When applicable, the City is subject to the State of California prevailing wage laws as set forth in California Labor Code Section 1770 et seq. The contractor is responsible for determining the appropriate Department of Industrial Relations (DIR) classification for the various employees and subcontractors used for a particular project or service. The rates for each classification are posted on the DIR website at http://www.dir.ca.gov/DIRdatabases.html. All contractors performing work for the City are responsible for abiding by all applicable prevailing wage laws and must furnish the City with Certified Payroll Records upon request.

21. PROPRIETARY INFORMATION

Responses to this Request for Bid, upon receipt by the City, become public records. If any proposer believes that any portion of all of the response is confidential and proprietary, proposer shall clearly assert such exception and the specific legal authority of the asserted exemption. Such designation of an item as a trade secret may be challenged in court by any person. By the bidder designation of material submitted to the City as a "trade secret", the proposer agrees to hold harmless the City for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the City by reason of any legal action challenging the bidder "trade secret" claim.

22. RIGHT OF REJECTION

The City of Redlands reserves the right to reject any and/or all bids, reserve the right to waive any informalities or irregularities in the bid or examination process, reserve the right to select

low bid per item, per lump sum, and reserve the right to award bids and/or contracts in the best interest of the City.

23. RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of the Bidders or any sub-contractor to the extent that such books and records relate to the performance of the Agreement or any subcontract to the Agreement. Such books and records shall be maintained by the Bidder for a period of three (3) years from the date of final payment under the Agreement and by the subcontractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

24. USAGE REPORT

Upon request, the successful bidder shall provide a report of items purchased by the City for the previous six (6) months. This report shall be in order of most frequently ordered items to the least frequently ordered items. The following information shall be included in the report: product description, total quantity ordered for the period, and total amount spent on the item for the period.

PART 5
SPECIFICATIONS

All work shall be constructed in accordance with the City of Redlands Standard Specifications for the Design and Construction of Public Improvements (City Standards and Specifications) and the provisions herein. City standards and specifications are available online at https://www.cityofredlands.org/post/design-and-construction-guidelines with excerpts relating to streets and concrete included online with the bid documents.

TRAFFIC CONTROL AND PEDESTRIAN PROTECTION

It is the Contractor's responsibility to effectively barricade and secure work areas in order to preclude pedestrian access and protect pedestrians from jobsite hazards as appropriate.

STORMWATER AND EROSION CONTROL

It is the Contractor's responsibility to protect and maintain erosion control measures and take appropriate actions to prevent track-out from project areas onto City streets. Any track-out resulting from Contractor activities shall be cleaned up by the Contractor immediately at no cost to the City.

COORDINATON WITH PRIVATE PROPERTY OWNERS AND AUTHORITIES

The Contractor shall notify property owners, utilities, and affected governmental agencies forty-eight (48) hours in advance when execution of work may affect them. The Contractor shall coordinate all operations with adjoining property owners to provide satisfactory access at all times during construction. The Contractor is required to coordinate with all utility providers to allow for efficient completion of the work and shall maintain water, sewer, and other utility service throughout the construction unless authorized to temporarily suspend service by the utility owner. The Contractor shall not damage existing fire hydrants, street lights, traffic signals, power poles, telephone poles, fire alarm boxes, wire cables, pole guys, underground utilities, privately owned structures, or other appurtenances in the vicinity of the site. The Contractor is responsible for maintaining and/or relocating any sprinkler lines and landscape materials that are in conflict with the improvements. The cost for this work is considered incidental to the project unless more than two (2) sprinkler heads or sprinkler mainlines must be relocated, in which case costs for this work will be negotiated on a case-by-case basis prior to commencement of individual projects. A price for this and any other out-of-scope work must be agreed upon prior to performing the work.

WORK HOURS

The Contractor shall restrict hours of work to between 7:00am and 5:00pm, Monday through

Friday, excluding designated City holidays. Any work outside these hours will be allowed only upon approval by the City.

FINAL CLEAN-UP

Before acceptance of individual projects, the Contractor shall repair, replace, or clean all streets and other areas affected by construction, and remove all loose surface materials. All piles of excess excavation materials, rocks, rubbish, or other debris throughout the site shall be cleaned up and disposed of. This clean-up shall include sweeping of pavements prior to opening for vehicle, bicycle, and/or pedestrian traffic. Damage to any areas caused by the Contractor will be repaired or replaced by the Contractor at no expense to the City. This includes damage to utilities, pavements, sidewalks, structures, etc. Incidental landscaping repair, backfill around concrete, and sprinkler repair (see Section 1.06) associated with concrete construction shall also be completed before acceptance and payment. These items shall be included in the work and will not be paid for separately.

MATERIALS

All materials shall meet the requirements set forth in Section 201 – Concrete, Mortar and Related Materials of the City of Redlands Standard Specifications and Detail Drawings for Design and Construction of Public Improvements. All concrete shall achieve a minimum compressive strength of 3,250 psi at twenty-eight (28) days and meet the requirements of class 330-C-23 (560-C-3250) concrete.

BASIS OF AWARD

It is anticipated that this project will be awarded to the lowest cost Contractor based on rates established in the bid schedule. If the lowest cost Contractor is unable to perform the work, the work will be offered to the next lowest cost Contractor until a Contractor accepts the work.

CONTRACT TERM

The Work shall be completed within forty (40) working day(s) as defined in Section 1-2 of the Standard Specifications for Public Works Construction “Greenbook” from and after the date of City’s issuance of a Notice to Proceed to Contractor. The unit price shall be honored throughout the duration of the contract.

EXHIBIT “A”

EXHIBIT "A"



CONTRACTOR SAFETY PROGRAM

Rev. July 2024

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I. Policy

The purpose of this Contractor Safety Program ("CSP") is to ensure, as best as reasonably possible, the protection and safety of all persons and property during construction activities undertaken by private contractors on behalf of the City of Redlands ("City"). The City has a comprehensive and structured approach in outsourcing services performed on City facilities by third-party persons and entities ("Contractor(s)"). The first phase of this comprehensive approach includes actively screening Contractors based on safety records, safety performance, and safety compliance. After the qualified Contractor is awarded a contract, the Contractor must then ensure compliance with all local, state, federal and Cal/OSHA regulations applicable to the contracted scope of work, and requirements set forth within this CSP. The Contractor, its agents, and personnel must adhere to the policies and procedures set forth by this CSP and all applicable laws and regulations.

II. Authority

California Code of Regulations, Title 8, Section 336.10 "Determination of Citable Employer"
California Code of Regulations, Title 8
"Greenbook" Standard Specifications for Public Works Construction
Redlands Municipal Code
California Building Code

III. Scope

This CSP applies to all Contractors who provide or render construction or improvement services for City-owned property and facilities.

The Contractor services covered under this CSP include, but are not limited to, the following:

A. New construction;
B. Remodeling;
C. Facility maintenance or repair;
D. Equipment installation or maintenance; and
E. Services (i.e. janitorial, fleet operations, landscaping, etc.)

Consultants/ Professional service providers are exempt from having to submit a Safety Prequalification Questionnaire ("SPQ"), prior to the beginning of work, but they are expected to be compliant with industry best practices with regards to maintaining a safe work environment for their employees and others.

IV. Definitions

A. **Contract –** any written agreement between the City of Redlands and a Contractor, to perform a specified scope of work on City facilities. With respect to this policy, a contract includes, but is not limited to: awarded purchase orders, bids, and/ or project contracts.
B. **Construction Work –** construction, alteration, and/or repair, including painting and decorating.
C. **Contractor –** a person or entity (including all personnel) awarded a contract to perform work on City property or facilities.
D. **D.A.R.T Rate –** Injuries and illnesses severe enough to warrant: Days Away, Restrictions and Transfers. The DART rate is calculated using the following formula: Number of OSHA Recordable injuries and illnesses that resulted in Days Away x 200,000/divided by total hours worked by all employees during the year covered.

E. **Designated Work Area –** an area where it is necessary to restrict or limit entry or access of nonessential personnel or the public. Examples include work areas involving remediation abatement, demolition, excavation, and overheadlifting.
F. **Facilities –** any building or property owned by the City of Redlands.
G. **Hazard –** source or situation with a potential for harm in terms of injury or health, damage to property, damage to workplace environment, or a combination ofthese.
H. **Job Hazard Analysis ("JHA") –** a technique that focuses on job tasks as a way to identify hazards before they occur. It focuses on the relationship between the worker, the task, the tools, and the work environment. The objective is to eliminate the risk or to utilize control measures to reduce the risk.
I. **North American Industry Classification System ("NAICS") –** is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. businesseconomy.
J. **Non-compliance –** any deviation from standards, practices, processes, procedures, regulations etc. that could either directly or indirectly lead to injury or illness, property damage, damage to the workplace environment, or any combination of thesecriteria.
K. **Notice of non-compliance –** form provided to the Contractor by the City alerting the contractor of non-compliance with City specifications, Cal/OSHA regulations, or any other generally accepted safe work practice.
L. **Non-compliant hazardous work condition –** any hazard that is considered to be non-compliant with State or Federal safety and health regulations, City specifications, or any inconsistency with generally accepted work practices.
M. **Personnel –** all Contractor employees, contractors, sub-contractors and agents providedaccess to City property or facilities.
N. **Recordable Incident** – any injury or illness resulting in death, days away from work, restricted work or transfer to another job, medical treatment beyond first aid, or loss of consciousness per OSHA Section 1904.7(a).
O. **Safety Tailgate –** informal safety meeting generally conducted at the job site prior to the commencement of a job or work shift.
P. **Services –** any and all, labor, duties, functions and activities required to be performed by the Contractor under the contract and any subsequent addenda.

V. Responsibilities

RISK MANAGEMENT

A. Update, maintain, and administer this CSP;
B. Maintain centralized records of training, site visit data, written programs, tailgate meetings, permits, and all other necessary contractor related documentation;
C. Provide technical assistance to Engineering personnel;
D. Attend Pre-construction meetings and progress meetings asneeded;
E. Provide assistance on safety inspections as needed;
F. Review safety submittals;
G. Provide guidance on pre-qualification determination; and
H. Provide training to affected city personnel with responsibilities under thisprogram.

PROJECT MANAGER (CITY)

The Project Manager has the authority to delegate any or all portions of this CSP to subordinates, but the Project Manager will be held accountable for their compliance. The Project Manager shall contact Risk Management, as necessary, for assistance in relation to this CSP.

A. Ensure safety hazards are addressed in a timely manner;
B. Communicate safety concerns during pre-construction meetings and progress meetings;
C. Inform impacted employees of construction activities scheduled in their work area;
D. Enforce pre-qualification procedures in bidding process; and
E. Ensure this CSP is properly executed.

INSPECTOR (CITY)

The City of Redlands construction inspector is not a safety professional and will only provide "Notice of Non-Compliance" for obvious and serious non-compliant conditions.

A. To the best of their abilities, inspect work sites for safety hazards;
B. Communicate safety concerns to Contractor;
C. Provide Contractor with "Notice of Non-Compliance" when serious conditions occur or repeat violations;
D. Collect documentation needed for construction worksites;
E. Submit documentation to Risk Management for recordkeeping;
F. Maintain photo documentation of safety hazards;
G. Never enter situations that can harm or endanger himself/herself;
H. Never use personal protective equipment (PPE) or enter situations, which they are not trained for;
I. Contact Emergency Medical Services (911) and Risk Management in case of emergency; and
J. Attend and communicate safety concerns in progress meetings.

EMPLOYEES (CITY)

A. Immediately notify the Project Manager, inspector, or Risk Management of any safety related concerns at a Contractor job site; and
B. Contact Emergency Medical Services (911) and Risk Management in case of emergency.

CONTRACTOR

Where relevant and applicable, the Contractor's responsibilities shall include:

A. Compliance with requirements and responsibilities detailed within the Contractor Safety Program;
B. Ensure all local regulatory requirements are met and all necessary permits are obtained before conducting work on behalf of the City;
C. Designate a Project Safety Official by name who shall always be available to abate safety hazards;
D. Ensure all personnel have the appropriate qualifications and training to perform the contracted work (Copies of current training documentation and certifications must be on file with the City);
E. Inform City Project Manager or inspector of any job site safety hazards or concerns;
F. Inform City Project Manager if any suspected asbestos-containing material is located;
G. Conduct and submit Job Hazard Analysis (JHA) before work and as required by change of tasks;
H. Conduct and submit Safety Tailgates on a bi-weekly basis;
I. Provide all required PPE necessary to conduct work safely and in accordance with required local regulations;
J. The safety of all individuals who enter work site;
K. Spill cleanup;
L. Immediately report any incidents, accidents, near misses, unsafe conditions, or unsafe acts involving any jobsite personnel;

M. Arrange for the proper storage and removal of waste generated prior to the completion of job, and provide confirmation that the materials have been removed or disposed of in a manner compliant with all applicable environmental regulations;
N. Removing all equipment used during work activities and ensuring proper housekeeping of designated work area at the end of each workday and upon completion of the job;
O. Contact Emergency Services (911) and Project Manager in the event of an emergency; and
P. For the actions of their subcontractors, as they may pertain to this CSP, including their adherence to its contents and review of this document.

PROJECT SAFETY OFFICIAL (CONTRACTOR)

A. Shall always be at the work site;
B. Must be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices;
C. Shall always be available to abate any potential safety hazards; and
D. Shall have the authority and responsibility to shut down an unsafe operation, if necessary.

VI. Program

SAFETY PREQUALIFICATION PROCESS

A. The safety prequalification process is intended to:
   - Provide the City with knowledge of past and current safety performance of Contractors working on City construction projects;
   - Improve Contractor compliance with City safety rules, including safe work practices required by applicable regulations and laws; and
   - Improve safety during Contractor activities.
B. A copy of the SPQ shall be provided to each person or entity bidding on a project, as part of the bidding process.
C. The completed questionnaire shall be returned and reviewed prior to awarding contract work, with supporting information provided as indicated by responses on the questionnaire.
D. The SPQ shall be submitted to 35 Cajon St., Suite 4
   Redlands Ca, 92373
   Attention: Project Name-Contractor Name-SPQ
E. The following criteria and information relating to the Contractor will be reviewed prior to awarding contract:
   - Contractor License;
   - Incident Rates;
   - OSHA Citations;
   - Safety Policies;
   - Safety Programs and Procedures;
   - Compliance History on City Projects; and
   - Certification Statement.
F. Contractor must qualify in each section to be approved for the award of a contract.
G. If a Contractor fails to pass prequalification procedure, the City has the right to disqualify the Contractor's proposal.

H. All costs associated with compliance with City of Redlands prequalification requirements shall be at the sole expense of the Contractor.

I. If a Contractor provides information that is later determined to be false, or improperly withholds information, the Contractor will be immediately disqualified.

J. Any questions or information relating to filing this questionnaire may be answered by reaching:
   - Engineering: (909) 798-7698; or
   - Risk Management: (909) 798-7514

DISQUALIFICATION APPEAL PROCESS

This provision is established pursuant to Public Contract Code section 20101(d) which requires every public agency that requires prospective bidders to prequalify pursuant to the law to establish "a process that will allow prospective bidders to dispute their proposed prequalification rating prior to selection of an alternate bidder." If the City intends to disqualify a bidder based upon the bidder's safety record, the City will notify the bidder in writing and provide the bidder with any supporting evidence that has been received from others or adduced because of an investigation by the City. The notice of intention shall be sent by certified mail with return receipt requested or by overnight mail via a delivery service that provides online tracking which identifies the date of the prospective bidder's receipt of the notice, and shall include notice that the bidder has the right to, and may request a hearing to rebut any evidence used as a basis for disqualification and to present evidence to the City as to why the prospective bidder should be found qualified. Requests for a hearing must be made by written request to the City within ten calendar days of the date of the prospective bidder's receipt of the City's notice of intention. If the bidder does not request a hearing within the time allowed, the City's determination shall stand unchallenged and become final.

Within seven calendar days of receiving the bidder's request for a hearing, the City shall notify the bidder in writing of the date, time and place of the hearing. The hearing shall be held no sooner than ten (10) calendar days and no later than fifteen (15) calendar days after the notice is given. The notice shall inform the bidder of its right to present testimony and documents in support of its position.

The hearing shall be conducted before the Redlands City Manager, which may be continued from time to time as reasonably determined by the City Manager but shall not exceed forty five (45) days. At the conclusion of the hearing, and after considering all testimony and documentation presented, the City Manager shall issue a written decision no later than five calendar days following the hearing. The City Manager's decision shall be final and is not subject to further appeal to the City.

The bidder shall not be entitled to bid on any contracts with the City until it has met the safety pre-qualification standards. If the City Manager approves an appeal, the contractor will have been deemed to meet the qualification standards and it will be valid for one year. The bidder shall have the right to withdraw its application for prequalification or its appeal at any time before the City Manager's decision becomes final. Such withdrawal will not preclude the bidder from re-applying for prequalification.

CONSTRUCTION PROJECTS

A. After a contract is awarded, the Contractor shall maintain, throughout the duration of the project, safety measures as necessary to protect the public and workers within, or in the vicinity of, the designated work zone. This includes an evaluation of the work to be performed and the hazards likely to be encountered. Contractors are expected to follow, at a minimum, all pertinent laws, rules, and regulations for the location in which they will be working. Where applicable, Contractor Safety Programs will meet or exceed City programs/ procedures and are subject to review and approval by the City prior to contract execution.

B. Job Hazard Analysis ("JHA")
    1. Prior to a notice to proceed a JHA must be completed utilizing the City's form, or equivalent, to assess the hazards present in the designated work area. Any information requested on the City's form, but not stated on the equivalent form utilized, shall be provided separately with the original submission.
    2. All members of the construction unit must sign the JHA to acknowledge hazard abatement procedures.
    3. JHA must be kept at job site accessible to all impacted personnel.
    4. Failure to follow JHA procedures may lead to termination of the contract.
C. Personal Protective Equipment ("PPE")
    1. All required PPE must be always worn during work activities.
    2. All mandatory PPE must be highlighted in the JHA.
    3. The Contractor shall provide PPE.
    4. Failure to follow PPE guidelines may lead to termination of the contract.
D. Safety Tailgates
    1. Safety Tailgate Meetings must be held on a biweekly basis for all construction projects.
    2. The first meeting shall take place on Day 1, Week 1 and every other week thereafter.
    3. Tailgates shall be signed by all personnel and submitted to Construction Inspector for recordkeeping.
    4. Tailgate topics should be specific to the scope of work of the project.
E. Injury Reporting
    1. Contractors shall immediately report injuries or accidents to the Project Manager (regardless of severity). Additionally, contractors are responsible for and must also conduct accident investigations of any injuries that occur on site and provide results to the Project Manager.
    2. Use the City Incident Investigation Form (Attachment E), or equivalent, to meet this requirement.
F. Spill Prevention
    1. The Contractor is responsible for any spill within the confines of the project and those outside of the construction limits caused by the Contractor's defective equipment, containers, or personnel.
    2. Secondary spill containment systems shall be used to prevent contamination of the environment.
G. Construction in Occupied Buildings
    1. When building occupants are present during construction projects additional safeguards must be implemented to eliminate exposures and complaints. Dust/ particulates from demolition, sanding and other construction activities must be controlled by adequate ventilation, or containment and negative air ventilation systems based upon the specific type of activity and particle. Similar controls must be utilized for odorous activities including, but not limited to, carpet adhesive, painting, welding, and coatings.
    2. The Contractor shall ensure that the HVAC system is protected to prevent contamination. If an HVAC system is unprotected and contaminated by any construction/demolition materials, the Contractor shall be held responsible for the cost of cleaning the system and any subsequent repairs therein.
    3. Negative air ventilation systems shall have appropriate filtration and be exhausted outside of the building.

INSPECTIONS

A. Follow-up inspections will be executed to enforce compliance with safety and health requirements.
B. Follow-up inspections will be conducted as part of routine site inspections by construction inspector and Risk Management employees.

C. The SPQ aims to provide the City with knowledge of Contractor safety history and safety practices. This minimizes the need for an increased frequency of inspections. In addition, the City will take the following guidelines into consideration when determining the frequency of inspections.
    1. Scale of project;
    2. The frequency with which the number and types of hazards change as the work progresses;
    3. More frequent inspections will be implemented in the beginning of the project; and
    4. When the Contractor has never worked for the City.

TRAINING/DOCUMENTATION

A. The contractor will ensure that all personnel are trained for the scope of work they are assigned, as well as the equipment they will be utilizing.
B. Documentation shall be on file with the City prior to project start.
C. Personnel missing training documentation shall not be permitted to work on awarded City projects.
D. Training requirements are mandated by Federal and State Regulations. This may include, but is not limited to, the programs listed in the SPQ.

NON-COMPLIANCE

A. Contractor compliance issues shall be documented on the "Notice of Non-Compliance" form. A copy of this form shall be provided to the Contractor for completion.
B. Upon receipt of the completed "Notice of Non-Compliance" form, the Project Manager and Risk Management will evaluate, based on the incident, and identify, as appropriate, any additional corrective and/or preventive actions for completion.
C. If immediate correction is not feasible, the project will be temporarily stopped until the issue is adequately resolved.
D. City staff with authority to stop work are:
    1. Construction Inspector;
    2. City Project Manager;
    3. City Manager; and
    4. Risk Management staff.
E. Any violation or deviation from safety rules, procedures, or regulations, based on evaluation, may be subject to all disciplinary actions listed as follows:
    1. Verbal warning
    2. Written warning-Notice of Non-Compliance (work may not continue until approved corrections are implemented);
    3. Dismissal of non-complying personnel; and/or
    4. Termination of Contract.

The City of Redlands maintains the right to terminate any contract for the violation of safety issues without liability to the City.

CITY PERSONNEL

A. All affected City employees will be informed in advance of any construction related work or other contract work which has the potential for impacting their workplace. Notifications will be made to all affected employees via e-mail or written memo by the Project Manager or designee. Notifications must include the following information:
    1. Start and end dates of the work to be completed;
    2. Work areas to be affected;

3. Description of work to be completed;
4. Name and phone number of Project Manager;
5. Name and phone number of Construction Inspector; and
6. Name and phone number of Risk Management.

B. Employees should be instructed to notify the Project Manager regarding logistical issues or other concerns. Safety and Health concerns should be directed to either the Project Manager, Inspector, or Safety Specialist.

VII. Recordkeeping

The City's Human Resources / Risk Management Department will maintain all records prepared in association with this CSP, with copies also place on file with the office of the City Clerk.

VIII. Additional References

https://www.dir.ca.gov/title8/336_10.html

City of Redlands
Acknowledgment of Receipt Statement

I acknowledge by signing this document, that I have received and reviewed the City of Redlands' Contractor Safety Program and understand that it contains valuable information on the City's policies and procedures regarding employee safety as it pertains to Contractor activities. Furthermore, I acknowledge that failure to comply with any of these procedures may lead to termination of the contract with the City.

Contractor Signature	Contractor Title:
Contractor Name (Print)	Date Signed

If you have any questions regarding this document, please contact the Risk Management Division at (909) 798-7514.

CITY OF REDLANDS
SAFETY PREQUALIFICATION QUESTIONNAIRE

Omitting or reporting false information on this questionnaire may result in disqualification of bid. The City of Redlands reserves the right to conduct random or for-cause audits of information stated in this questionnaire. If deemed necessary, additional documentation may be requested by the City to verify responses on this questionnaire.

SECTION 1 – GENERAL INFORMATION

Company Name:	
Contractor License #:	Expiration Date:
Address:	
City:	State: Zip Code:
Name of Person Submitting Application:	
Title:	Telephone #:
Email Address:	
Identify the highest-ranking Safety/Health Professional in your Company:	
Name:	
Title:	Telephone #:

SECTION 2 – INCIDENT RATES & WORKER'S COMPENSATION INFORMATION

INCIDENT RATES Provide your actual injury and illness data below:	Provide the NAICS Code Number that best represents your Firm:_____ Provide any additional numbers here:_____

(Provide three full years of data)	Last Calendar	2 Years Ago	3 Years Ago
Number of hours worked by all employees:			
Total Recordable Incident Rate*:			
D.A.R.T. Rate*:			
Total Number of Fatalities:			

Incident Rate = [(Total Recordable Cases X 200,000 hours)/ Number of hours worked by all employees]

D.A.R.T. Rate = [(Total Number of entries for Days Away, Restricted and Job Transfer X 200,000 hours)/ Number of hours worked by all employees]

If your latest incident rates and D.A.R.T. rates are greater than 100% of the industry average for all your NAICS code Numbers Listed, your bid may be disqualified.

The industry average can be found at www.bls.gov

WORKERS' COMPENSATION INFORMATION

1. Provide your Workers' Compensation Experience Modification Rate (EMR) Data:

	Policy Year	EMR
Current EMR*		
1 Year Ago:		
2 Years Ago:		
3 Years Ago:		

* If your current EMR is greater than 1.25, initialing here certifies that you will provide a competent, full- time person or representative responsible for safety for all City projects:_____

* Initialing here certifies that your firm does not have an EMR:_____
(Submit a copy of your firm's Loss Run Reports for the last three years if your firm does not have an EMR.)

Name of your firm's Workers' Compensation carrier:

Phone Number of Workers' Compensation carrier

2. Is your firm self-insured for Workers' Compensation claims?	Yes ❒	No ❒
If yes, please attach a copy of the latest Annual Report to the State of California Department of Industrial Relations and/or State of California Certificate of Self-Insurance.)		

SECTION 3– CITATION HISTORY

1. Has your firm received any regulatory citations in the last threeyears?	Yes ❒	No ❒
If yes, please answer the question below.		

2. Were any of the confirmed (Closed) citations classified as Serious, Willful, Repeat, or Failure to abate?	Yes ❒	No ❒
3. If yes, please explain:		
4. Have you abated all the citations issued to you in the last three years	Yes ❒	No ❒
If no, please explain abatement action plan:		

SECTION 4 – SAFETY POLICIES

	Questions (Please check YES or NO)	YES	NO*
.	Does your company provide and adhere to a written Illness Prevention Program (IIPP) (CCR Title 8 §3203(a))? If yes, a copy of the program will be required on-hand at the job site throughout the duration of the contract. Please attach a copy to your bid proposal.	☐	☐
.	Does your company provide and conduct Tailgate Meetings or equivalent with employees at least every 10 working days? (CCR Title 8 §1509(e))	☐	☐
.	Does your company have a policy for disciplinary action for unsafe behavior ensuring employee compliance with safe and healthy work practices? (CCR Title 8 §3203(a)(2))	☐	☐
.	Does your company provide and abide by a written Code of Safe Practices that relates to your firm's operations. (CCR Title 8 §1509(b)) If yes, a copy of the Code of Safe Practices will be required on-hand at the job site throughout the duration of the contract. Please attach a copy with your bid proposal.	☐	☐
.	Does your company perform JHAs? (CCR Title 8 §1511(b)	☐	☐
.	Does your company provide training and retraining programs for ensuring employee compliance with safe and healthy work practices? (CCR Title 8 §3203 (a)(2), (a)(7)	☐	☐
.	Does your company provide training and retraining programs for ensuring employee compliance	☐	☐
*Please provide reason(s) for NO answer in the box below or on a separate sheet of paper.			

Failure to provide the above-referenced documents will result in the contractor's bid being disqualified.

SECTION 5 – SAFETY PROGRAMS AND PROCEDURES

PLEASE ANSWER ALL QUESTIONS BY CHECKING YES OR NO, AND ATTACHING APPROPRIATE DOCUMENTS THAT MAY APPLY OR AS REQUESTED.

		YES	NO
1.	**Is Confined Space work anticipated in the scope of the work awarded? (If no, please proceed to Question 2)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Confined Space Entry Procedure	☐	☐
	List of personnel authorized on jobsite to work in confined space(s)	☐	☐
	List of personnel authorized on jobsite to serve as Rescue Team	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

2.	**Is work requiring Lockout/Tagout protocols anticipated in the scope of the work awarded? (If no, please proceed to Question 3)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Lockout/Tagout (LOTO) Procedure	☐	☐
	List of personnel authorized on jobsite to perform LOTO	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

3.	**Is work requiring a personal lift anticipated in the scope of the work awarded? (If no, please proceed to Question 4)**	☐	☐
	If yes, please attach the following:	Attached?	
	List of personnel authorized on jobsite to use lifts	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

4.	**Is work requiring a forklift anticipated in the scope of the work awarded? (If no, please proceed to Question 5)**	☐	☐
	If yes, please attach the following:	Attached?	
	List of personnel authorized on jobsite to use a forklift	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

5.	**Is work requiring a crane anticipated in the scope of the work awarded? (If no, please proceed to Question 6)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Crane Program	☐	☐
	Copy of all expected Crane operators' Certifications	☐	☐
	List of personnel designated as Competent under Crane program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

NOTE: If awarded bid, more documentation may be required

6.	**Is Hot Work (as defined by OSHA) anticipated in the scope of the work awarded? (If no, please proceed to Question 7)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Hot Work Procedure	☐	☐
	List of personnel authorized on jobsite to perform Hot Work	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

7.	**Is Trenching/ Excavation work anticipated in the scope of the work awarded? (If no, proceed to Question 8)**	☐	☐
	Is a plan in place for the disposal of all material that cannot be returned to the trench/ excavation?	☐	☐
	Are appropriate materials for barricading or securing work area at jobsite?	☐	☐
	Has a permit from the Department of Industrial Relations for excavations deeper than 5 feet been obtained?	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Trenching/ Excavation Procedure	☐	☐
	Copy of Permit if trench is to exceed depth of 5 feet	☐	☐
	List of personnel designated as Competent under Trenching/ Excavation Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

NOTE: If awarded bid, more documentation may be required

8.	**Is electrical work anticipated in the scope of the work awarded? (If no, proceed to Question 9)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Electrical Safety Program	☐	☐
	List of personnel designated as Competent under Electrical Safety Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

9.	**Is work that may have an arc flash potential anticipated in the scope of the work awarded? (If no, proceed to Question 10)**	☐	☐
	Are all materials required to safely perform arc flash present?	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of Arc Flash Procedure	☐	☐
	List of personnel designated as Competent under Arc Flash Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

10.	**Is work involving chemicals anticipated in the scope of the work awarded? (If no, proceed to Question 11)?**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Hearing Conservation Program	☐	☐
	List of personnel working in high noise areas	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

11.	**Is work involving chemicals anticipated in the scope of the work awarded? (If no, proceed to Question 12)?**	☐	☐
	* Copies of SDS for Chemicals used must be kept at jobsite		
	Please attach the following:	Attached?	
	Copy of written Hazard Communication Program	☐	☐
	List of personnel performing work with chemicals	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐
	List trade names of all hazardous materials which you will be using on site:		

12.	**Is work on or adjacent to public roadways anticipated in the scope of the work awarded? (If no, proceed to Question 13)**	☐	☐
	Do you have the appropriate provisions (signs, devices, barricades/)	☐	☐
	Please attach the following:	Attached?	
	Please provide a list of personnel working in traffic areas.	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

NOTE: If awarded bid, more documentation may be required

13.	**Is it anticipated in the scope of the work awarded that exposure to asbestos is possible? (If no, proceed to Question 14)**	☐	☐
	Please attach the following:	Attached?	
	Copy of written procedure(s)	☐	☐
	List of personnel working with potential exposure to asbestos	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

14.	**Is it anticipated in the scope of the work awarded that exposure to silica is possible? (i.e. sandblasting, concrete demolition, concrete saw cutting, surface grinding, etc.) (If no, proceed to Question 15)**	☐	☐
	Please attach the following:	Attached?	
	Copy of Silica Control Plan	☐	☐
	List of personnel working with potential exposure to silica	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

15.	**Is work at heights anticipated in the scope of the work awarded? (If no, proceed to Question 16)**	☐	☐
	Please attach the following:	Attached?	
	Copy of written Fall Protection Program	☐	☐
	List of personnel designated as Competent under Fall Protection Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

16.	**Is work requiring the use of respirators anticipated in the scope of the work awarded? (If no, proceed to Question 17)**	☐	☐
	Please attach the following:	Attached?	
	Copy of written Respiratory Protection Program	☐	☐
	List of personnel using respirators	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

17.	**If the scope of work to be performed is not adequately represented by questions (1-16), please list any additional Health & Safety concerns below.**

SECTION 6 – COMPLIANCE HISTORY ON CITY PROJECTS

In addition to the previous sections, Contractors that have previously been awarded work by the City, will be equally evaluated on their compliance history in relation to City projects.

SECTION 7 – CERTIFICATION STATEMENT

I Certify under penalty of perjury that:

a. the information contained herein is true and correct to the best of my knowledge, and

b. no attempt has been made to give false or misleading information or to withhold any information.

Signature of Authorized Representative:	Title of Authorized Representative
Printed Name of Authorized Representative	Date Signed:

NOTICE OF NON-COMPLIANCE

Project: _____

Contractor: _____

Notice of Non-Compliance was issued to Contractor's representative, _____,
Name

on _____ at _____.

The following unsafe behaviors were observed at the Contractor's job site:

_____
_____
_____
_____
_____
_____
_____

If the unsafe condition is not immediately corrected, the City of Redlands may take disciplinary action in accordance with the Contractor Safety Program guidelines.

_ _

To be completed by Contractor

Corrective action plan to abate hazards:

_____
_____
_____
_____
_____
_____

Unsafe Condition Resolved: Date: _____ Time: _____

Remarks:

_____
_____
_____
_____
_____
_____

Job Hazard Analysis

Project:			
Company:	Project Safety Official:	Project Manager (City):	
Scope of Work:		Location:	Date:

Tasks	Potential Safety Risks/Hazards	Safety Controls/Mitigate	Required PPE
			☐ Hard Hat ☐ Safety Vest ☐ Safety Glasses/Goggles ☐ Safety Boots ☐ Respirator ☐ Safety Gloves ☐ Face Shield ☐ Fall Protection ☐ Other: _____ _____ _____ _____

Signatures of Employees On-Site this JHA is applicable to:

Employee Signature:	**Print Name:**	**Date:**

INCIDENT INVESTIGATION FORM

Date of Incident:	Time of Incident:	Date Reported:
Lead Investigator:	Contact Information:	
Contractor:	Employee Name:	
Witness 1 Name:	Telephone:	
Witness 2 Name:	Telephone:	
Incident Site/ Location		
Incident Summary:		
Near Miss Yes No	Incident Severity: Minor Significant Major Critical	
Root Cause(s):		
Corrective Actions:		

EXHIBIT "B"
EXAMPLE CONTRACT TEMPLATE
PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this ___ day of _____, 20__, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and _____ (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: Palo Alto Storm Drain Improvement Project, Project No. 405004 , complete all items as required by the Contract Documents (as herein defined) and Specifications for City's Palo Alto Storm Drain Improvement Project, Project No. 405004 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of _____ dollars ($_____) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within forty (40) working day(s) as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars ($500) for each working day as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public

Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

_____
Name of Contractor

By:_____
Signature of Authorized Agent

_____
Title

_____
Signature of Authorized Agent (if necessary)

_____
Title

_____
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities and Engineering Department
Palo Alto Storm Drain Improvement Project
Project No. 405004

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
b. By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Dated this _____ day of _____, 2025.

_____
(Contractor)

_____
(Signature)

_____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and _____ (hereinafter designated as "Principal") have entered into an agreement dated _____, 2025 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as _____ and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, _____, as Surety, are held and firmly bound unto the City in the penal sum of _____ dollars ($_____) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall defend, indemnify and save harmless the City and its elected officials, officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligations, all to be taxed as costs and included in the judgment rendered.

As a condition precedent to the satisfactory completion of the Work, the above obligation shall hold good for a period of one (1) year or longer if required by the Agreement after the acceptance of the work by the City, during which time if the Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage made evident during this period from the date of completion of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of the Principal remains.

Whenever the Principal shall be, and is declared by the City to be, in default under the Agreement, the City having performed the City obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the City's option:

1. Complete the Work in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Work in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the

amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize the Principal in completing the Work nor shall Surety accept a bid from the Principal for completion of the Work if the City, when declaring the Principal in default, notifies Surety of the City's objection to the Principal's further participation in the completion of the Work.

No right of action shall accrue on the bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City. Any suit under this bond must be instituted within the applicable statute of limitations period.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

No final settlement between the City and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

The Principal and Surety agree that if the City is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay the City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on _____, 2025.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address:_____
	_____
(Seal and Notarial Acknowledgment of Surety)	Telephone ( )_____

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and _____ (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated _____, 2025, and identified as Palo Alto Storm Drain Improvement Project, Project No. 405004 is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of _____ dollars ($_____) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 2025.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety)
_____	BY: _____
(Signature)	(Signature)
	Address: _____
(Seal and Notarial Acknowledgement of Surety)	_____
	Telephone: ( )_____

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 10/07/2025

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: MUED

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Storm Drain Reserve	405400	8404	405004	$ 13,093.80
			$	$ 13,093.80

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
			$	$ 0.00

JUSTIFICATION: To supplement funding for the Palo Alto Storm Drain Improvements Project construction.

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council Meeting **I. 12.**

DATE: 10/07/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Professional Services Agreement with Raftelis Financial Consultants, Inc. (Raftelis) to prepare a Water Utility and Wastewater Utility Rate Study and determine this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If City Council determines the staff recommendation is appropriate, the following motions are provided:

1. I move that City Council determine that approval of a Professional Services Agreement with Raftelis is exempt from environmental review pursuant to Section 15061(B)(3) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that City Council approve a Professional Services Agreement with Raftelis to prepare a Water Utility and Wastewater Utility Rate Study for a value not-to-exceed $154,888.

RECOMMENDATION:

Staff recommends that City Council determine that approval of a Professional Services Agreement with Raftelis is exempt from environmental review pursuant to Section 15061 (B)(3) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends that City Council approve a Professional Services Agreement with Raftelis to prepare a Water Utility and Wastewater Utility Rate Study for a value not-to-exceed $154,888.

DISCUSSION:

The City of Redlands (City) operates Water and Wastewater Utilities that provide services to customers within the city limits and surrounding areas. Although grant funding is occasionally available from outside agencies, the operation of each utility is primarily funded through rate revenues received from utility customers. Adjusting utility rates periodically is necessary to operate, maintain, and improve utility services. City Council approved FY 24/25 and FY 25/26 rate increases for both utilities in July 2024.

Chapter 2.70 of the Redlands Municipal Code establishes a framework for a citizen committee, the Utility Advisory Committee (UAC), to develop fair and equitable rates to cover costs of services for the City's Water and Wastewater Utilities. The seven (7) member UAC is appointed by City Council and works with Municipal Utilities and Engineering Department (MUED) staff and the City's Utility Rate Consultant to develop rate recommendations that provide adequate revenue to recover costs for services, are equitable to all customer classes, comply with state and federal laws, and are easily explained to customers. The UAC serves in an advisory capacity to the City Council.

The utility rate adjustment process is lengthy, highly regulated, and offers many opportunities for public participation. The process begins by hiring a Utility Rate Consultant to analyze project revenues and expenses for each utility to determine appropriate rates for each customer class. This rate modeling effort is iterative and provides the foundation upon which the UAC develops its rate recommendations for City Council consideration.

In August 2025, MUED staff developed a Utility Rate Study scope-of-work and issued a Request for Proposals to qualified rate modeling consultants. One (1) proposal was received from the following consultant on September 5, 2025:

Raftelis Financial Consultants, Inc. (Raftelis) — Murrieta, CA and Los Angeles, CA offices

MUED staff reviewed the Raftelis proposal and determined they are qualified to perform all project tasks. Raftelis has successfully completed projects of similar scope and size for many California municipalities and utility agencies, including the City of Redlands. MUED staff negotiated a reasonable service fee of $154,888 and recommends City Council approval of a Professional Services Agreement for this amount.

Approval of a Professional Services Agreement with Raftelis is exempt from environmental review pursuant to Section 15061 (B)(3) of the State's guidelines implementing the California Environmental Quality Act since it can be seen with certainty that doing so will not create a significant impact on the environment.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
John R. Harris, Municipal Utilities and Engineering Director

Fiscal Impact

Fiscal Year:	FY 25/26
Appropriation Required Y/N:	N
Budgeted Y/N:	Y
Account No.:	501900 & 521900

Discussion:

There is no fiscal impact associated with this action. The FY 25/26 MUED budget includes funding for this project.

Attachments

Raftelis Professional Services Agreement

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of professional services to complete water utility and wastewater utility rate study ("Agreement") is made and entered in this 7th day of October, 2025 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Raftelis Financial Consultants, Inc. a North Carolina Stock corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide professional services to complete water utility and wastewater utility rate study services for City (the "Services").

1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates John R. Harris, Municipal Utilities and Engineering Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the Services in a prompt and diligent manner.

4.2 Consultant shall complete the Services by August 31, 2026, unless the Services are terminated earlier as provided for herein.

4.3 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall be in the amount of not-to-exceed one hundred fifty-four thousand eight hundred eighty-eight dollars ($154,888).

5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:	CONSULTANT:
City Clerk	Sudhir Pardiwala, Senior Principal
City of Redlands	Raftelis Financial Consultants, Inc.
35 Cajon Street	611 Wilshire Blvd., Suite 900
P.O. Box 3005 (mailing)	Los Angeles, CA 90017
Redlands, CA 92373	Email:spardiwala@raftelis.com
jdonaldson@cityofredlands.org	Phone: (704) 373-1199
Phone: (909) 798-7531	Fax: (828) 484-2442

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies

shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "D," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars ($1,000,000) per claim made.

D. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

E. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of

income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein

set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or

sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

RAFTELIS FINANCIAL CONSULTANTS, INC.

By: _____
Sudhir Pardiwala, Senior Principal

EXHIBIT "A"

SCOPE OF SERVICES

PROJECT INITIATION AND DATA REVIEW

The study will begin with a kick-off meeting so that it progresses in an efficient manner. The Consultant's team will meet with City staff, clarify objectives, collect data, and review all relevant documents and policies. There will also be ongoing project management and quality control process to ensure quality work.

Task 1 – Project Management and Quality Assurance/Quality Control (QA/QC) Process

This project component includes general project coordination, staff direction, and administrative activities throughout the course of the project. Specific subtasks include:

Task 1.1 - Coordinating project activities among Consultant's staff and City staff. Providing direction to staff as required to meet project objectives and deadlines, as well as to ensure adequate levels of staff and resources throughout the course of the project.

Task 1.2 - Performing general administrative duties, including client correspondence, invoicing, and project documentation.

Task 1.3 - Performing QA/QC process to ensure that all work performed by the Consultant's Team on this project will be accurate and of the highest quality. Steve Gagnon will serve as the primary QA/QC reviewer. Mr. Gagnon will participate in internal project meetings and will work closely with both the Project Manager and the RFC Team during the course of the project.

Task 2 – Project Initiation Meeting and Data Collection

This project component will provide an opportunity to establish lines of communication, review project missions and project schedule, collect pertinent data for the study, and discuss any relevant background information. Specific subtasks are:

Task 2.1 - One kick-off meeting with City Staff to discuss the project objectives and review all relevant information. In this subtask, Consultant will prepare an initial request for billing, financial, and operational data and other pertinent information needed prior to the meeting. A list of typical data required for the study will be provided.

Task 2.2 - Review the City's current practices, policy objectives, and identify major interests and concerns.

MEETINGS:

One kick-off meeting and web meetings as required to collect data

DELIVERABLES:

Data Request List

Kick-off Meeting Package

DETERMINATION OF REVENUE REQUIREMENTS

The objective of this task is to project the City's revenue needs for the study period. This major task requires an assessment of revenues based on the existing rate and fee schedules, an estimation of future revenue requirements, the City's ability to meet projected revenue requirements, and the determination of the level of revenue adjustments and additional financing requirements.

Task 3 – Revenue Requirement Projections and Cash Flow Analysis

The following subtasks will be completed:

Task 3.1 - Estimate water, wastewater, and non-potable water revenues based on current rates and other sources, incorporating the projected size and number of customers and water use. Historical growth trends and patterns in customer service characteristics will be evaluated.

Task 3.2 - Bill frequency and mass balance analysis will be performed to determine usage and customer characteristics. Based on this historical analysis, and planning data, the Consultant's Team will develop a 10-year schedule of water demand and wastewater flows, as well as mass balance of the treatment plant influents to ensure that estimates of wastewater strength and flow for the various customers classes are reasonable.

Task 3.3 - Review and analyze the impact of recycled/non-potable water supplies from wells and the City's wastewater treatment plant on water consumption and revenues.

Task 3.4 - Review and project annual revenue requirements for the utilities based on operating budgets, capital expenditures, debt service, change in water and recycled/non-potable water consumption, wastewater flow, as well as other cash obligations.

Task 3.5 - Consultant will determine water source acquisition charges by estimating the cost to secure additional water sources using appropriate costs.

Task 3.5 - Develop long-term cash flow analyses for the utility enterprises for a 10-year study period showing application of revenue under existing rates.

Task 3.6 - Evaluate and recommend operating reserve balances that need to be maintained in the City's utility enterprises funds.

Task 3.7 - The financial planning results will be presented in an easy to understand graphical format. Consultant will develop a custom-fit model with a variety of user-friendly features including report generation, scenario analysis, and Dashboard functionality. A sample screenshot of a Dashboard from a previous project is shown above.

MEETINGS:

Up to three web meetings with staff to review financial plan and make updates

DELIVERABLES:

Cash Flow Analysis

Financial Planning Models



Raftelis will develop a customized financial model that incorporates a dashboard to allow you to easily run scenarios and see the impacts in real time. Shown here is a sample dashboard that we developed for another project.

COST OF SERVICE AND RATE DESIGN

We will conduct a cost-of-service analysis that reevaluates the cost distribution between different customer classes. We follow guidelines from the American Water Works Association Manual M1 for water, and for wastewater, we follow the Water Environment Federation Manual 27. The cost-of-service analysis provides rate defensibility considering Proposition 218 and determines the total cost to serve each customer class. Based on the cost of service, Consultant will review and provide appropriate rate structures for water, wastewater, and non-potable water. Consultant will review alternative methodologies for billing commercial and industrial wastewater customers.

Task 4 – Cost-of-service Analysis

Consultant will allocate cost of service to current customer classifications. Specific subtasks include:

Task 4.1 - Review customer classes and group customers based on similar land use characteristics. Customers would be grouped by residential, commercial, recycled/non-potable, and industrial for water and by strength for wastewater.

Task 4.2 - We will estimate the relative responsibility of each customer class for each of the functional cost elements. Elements will be based on billing summary data, other locally available data which may be applicable, and RFC's experience with other utilities exhibiting similar usage characteristics.

Task 4.3 - Allocate the cost of service to the various cost components which constitute a functional classification of the different types of service the City provides. Distribute the costs by

functional components to the various customer classifications, identified above, on the basis of the relative responsibility of each classification for service provided.

Task 4.4 - Throughout the cost allocation process, Consultant will comply with City policy considerations, procedures, and current regulations.

Task 5 – Review and Development of Rate Structures

The water, wastewater, and recycled/non-potable revenue requirements from each customer class will be recovered through a rate structure designed to meet the City's pricing objectives. Consultant will evaluate the City's existing rate structures for customers and identify the rate structures most appropriate for the City. Evaluation criteria will include items such as the City's existing customer characteristics, customer impacts, future capital facilities plans, and revenue stability. We will design rate structures that are equitable and easy to implement. The following subtasks will be performed:

Task 5.1 - Evaluate the City's existing water and wastewater rate structures in terms of reasonableness of criteria used and equitability among users. Consultant will review monthly and bi-monthly rate structure implementation and potential impacts resulting from collecting use from AMI versus manually read meters including separate charges for manually read meters.- Design schedule of water, recycled/non-potable water, and wastewater rates to equitably recover total revenue requirements from classes of customers. The rates will be designed in accordance with the results of the cost of service analysis.

Task 5.2 - We will develop alternative water rate structures as appropriate for the City and determine the best alternative for the City. Consultant will evaluate and consider the following in developing alternative rate structures:

Rate structures/tiers for low-income customers for City consideration

Surface water supply shortages and the cost of acquiring water from other sources

Customer impacts if a water budget-based rate structure were adopted

Task 5.3 - Prepare comparisons of typical water and wastewater bi-monthly and monthly bills for each customer class under existing and proposed rates for typical levels of usage/contribution and compare it to neighboring agencies that are of comparable size, type of treatment, and level of service.

MEETINGS:

Up to three web meetings with staff to review rates

DELIVERABLES:

Rate models

Monthly and bi-monthly rates

Task 6 – Budget-based Rate Development

Consultant has previously developed water budget-based rates. If the City desires Consultant can revise that study and show the impacts resulting from such rates. The rates will be determined taking into consideration total annual revenue requirements, allocated cost of service, water conservation, City policy considerations, and compliance with regulatory requirements. The specific subtasks include:

Task 6.1 - Water budget structures provide individual allocations for each customer. Typically, water budget structures are set up for residential and irrigation customers. Commercial customers are not ideally suited for water budgets; however, historical demand may be used to set up water budgets for commercial customers. Water budgets would include indoor and outdoor allocations and definitions of various parameters to define the water budgets such as landscape area, evapotranspiration data, number of people per household, variances, etc. to provide equitable budgets for customers. Additional tasks included in setting up water budget structures include: 1) Identifying landscape areas based on total lot area or GIS data, this may require merging of parcel database with billing database; 2) Analysis of usage by account by month; 3) Model development to include the water-budget parameters such as indoor and outdoor usage allotments; and 4) workshop(s) with the UAC to obtain guidance on water budget policies and discuss resultant impacts of the water-budget evaluation.

Task 7 – Communication and Public Participation

Consultant understands that community trust and support are essential to the successful adoption of new rates. We have recently assisted agencies such as La Cañada Irrigation District, Santa Ynez River Water Conservation District, and the City of La Verne with communication and public participation services tied to Proposition 218 processes.

Our team will design and implement a communication and participation program that informs customers, provides opportunities for input, and ensures the City of Redlands is fully prepared for a transparent and defensible decision-making process.

Approach

In coordination with City staff, Consultant will establish a communications framework that identifies key messages, target audiences, and engagement methods. This framework will guide outreach throughout the study and ensure that stakeholders are both informed and able to provide feedback in ways that are practical and accessible.

Our work is grounded in the **Public Relations Society of America (PRSA) Code of Ethics**, which emphasizes honesty, fairness, advocacy, and transparency in all communication. These standards ensure that our messages are accurate, accessible, and respectful of the community we serve.

We also align our methods with the **International Association of Public Participation (IAP2) Core Values and Spectrum of Public Participation**, which call for early involvement, clear communication about the role of the public in decision-making, and demonstrable feedback loops showing how community input has been considered. By following these principles, we

help build trust, manage expectations, and ensure that engagement is both meaningful and equitable.

Scope of Services
Consultant will provide the following services in support of stakeholder outreach:

- Prepare a **strategic communications and stakeholder outreach plan** identifying tools, audiences, and key messages.
  - 1.3 Develop **plain-language messaging** that explains the basis for rate adjustments, customer bill impacts, and the City's commitment to affordability and fairness.
- Provide **technical support for City Council and commission presentations**, including talking points, presentation decks, and background materials.
- Facilitate **up to four public-facing meetings** (a combination of in-person open houses and virtual webinars) to share study findings, respond to questions, and gather feedback. These meetings are **separate and apart from Utility Advisory Committee (UAC) meetings**, which, although **priced** in this task, are addressed under a separate task.
- Prepare a **summary report of community input** from the four public-facing meetings for staff and Council.

MEETINGS

- Two virtual meetings with City staff to review the draft communications and outreach plan and receive feedback
- Preparation for and facilitation of **four public-facing meetings** (two open houses and two webinars), **distinct from UAC meetings**. Please note our pricing for this task **includes** anticipated UAC meetings

DELIVERABLES

- Draft and final communications and outreach framework
- Draft and final materials in PDF format for the City to print for in-person outreach events
- Summary report on public input from the four public-facing meetings
- Presentation materials and talking points for public workshops and City Council presentations

Task 8 – Prepare Reports

Throughout the course of the studies, Consultant will participate in meetings, presentations and prepare project reports as follows:

Task 8.1 - Prepare draft copies of the water, non-potable, and wastewater report, which will include findings and recommendations along with various graphics and tables for the City's review. Consultant will incorporate any comments received from the City and its attorney in the final report to be submitted to the City.

Task 8.2 - Deliver to the City a Microsoft Excel-based rate model used to develop the proposed rates and rate schedules.

DELIVERABLES:

Draft and final Reports

Microsoft Excel-based rate model for the water, recycled/non-potable water, and wastewater utilities

Task 9 – Public Hearing

Consultant will prepare a presentation for Review by City staff for the public hearing and attend the public hearing to present the results of the rate study to City Council.

Task 9.1 Present the final report and recommendations to the City Council and members of the public at a public hearing.

DELIVERABLES:

Presentation for Public Hearing

Task 10 – Proposition 218 Public Notice Preparation

Consultant recognizes that Proposition 218 requires utilities in California to provide customers with a mailed notice of proposed rate adjustments at least 45 days prior to a public hearing. While the City of Redlands remains responsible for the mailing itself, Consultant can provide comprehensive support in developing the notice content and design to ensure it is clear, accurate, and legally defensible.

Approach

Consultant has extensive experience guiding California utilities through the Proposition 218 process. We understand that preparing a notice is not simply about meeting a statutory mailing requirement but ensuring compliance with multiple layers of state law and producing a document that is accessible and defensible.

Our team will draft and finalize a Proposition 218 notice that:

- Provides **plain-language explanations** of proposed rate adjustments, customer bill impacts, and the protest/objection process, while also ensuring all legal elements are met.
- Meets the **majority protest requirements** of Proposition 218, including clear instructions to ratepayers on how to submit valid written protests. We understand that each parcel may submit one protest, and that only written protests with original signatures and clear property identification can be counted toward the majority threshold.
- Addresses the **Exhaustion of Administrative Remedies** requirement under Government Code §§ 53759.1 and 53759.2, which obligates ratepayers to submit timely written objections identifying specific grounds of noncompliance to preserve their right to judicial review. Our notices explicitly describe this process, the deadlines, and the City's obligation to review and respond to objections.
- Functions as an **educational piece, not just a legal document**. Too often, Proposition 218 notices are designed in a way that encourages them to be recycled without being read. Consultant takes a different approach. We apply time-tested messaging strategies

and proven design techniques that encourage readers to absorb the information. Our notices highlight the community's investment in safe, reliable service, explain how rate adjustments are calculated, and proactively address common arguments raised by opposition groups.

- By creating a notice that is both **compliant and engaging**, we materially increase customer understanding, reduce the number of objections and protests, and improve the likelihood of successful rate adoption.
- Aligns with the **City's branding and communication standards**, so the notice is consistent with other customer-facing materials.

The result will be a professionally designed, press-ready PDF that is legally compliant, easy to understand, and fully defensible should the City's rate adoption face protest or litigation.

Scope of Services
Under this optional task, Consultant will:

- Draft the Proposition 218 notice text, including rate tables, customer bill impacts, and required protest procedures.
- Ensure the draft is consistent with statutory requirements and aligned with City branding and communication standards.
- Coordinate reviews with City staff and legal counsel, revising the document as needed.
- Prepare and deliver a **professionally designed, press-ready PDF** of the Proposition 218 notice.
- Provide Spanish-language translation coordination if requested by the City.

Assumptions

- The City will provide the **customer mailing list** directly to its selected printer and will manage printing and mailing.
- Raftelis' deliverable is a **press-ready PDF** of the Proposition 218 notice; printer management is excluded from our scope and pricing. If requested, Consultant can provide these services at additional cost.
- Translation costs will be passed through without markup

DELIVERABLES

- Draft Proposition 218 notice in MS Word format (two rounds of revisions)
- Final press-ready Proposition 218 notice PDF (two rounds of design revisions)

As part of Task 7 Consultant can develop materials and tools for public outreach. We recognize that effective engagement may require supporting materials such as fact sheets, FAQs, bill inserts, videos, website content, or social media graphics. The scope and number of such materials can only be determined once the communications plan is finalized. Therefore, the preparation of communication materials is excluded from the base scope and fee. These services are available as optional tasks, with cost estimates provided for City approval prior to development.

Assumptions

Materials developed for outreach events may be translated into languages other than English by Consultant's trusted subcontractor; translation costs are excluded and will be passed through without markup after the subcontractor's estimate is approved by the City.
The City will be responsible for print production of materials for in-person outreach events (e.g., easel-mounted displays, stakeholder feedback forms, FAQs).

EXHIBIT "B"
PROJECT SCHEDULE

TASKS	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026
1. Project Management and Quality Assurance/Quality Control (QA/QC) Process									
2. Project Initiation Meeting and Data Collection									
3. Revenue Requirement Projections and Cash Flow Analysis									
4. Cost-of-service Analysis									
5. Review and Development of Rate Structures									
6. Budget-based Rate Development (Optional)									
7. Communication and Outreach Plan Development									
8. Prepare Reports									
9. Public Hearing									
10. Proposition 218 Public Notice Preparation (Optional)									

In-person Meetings
Web Meetings
Deliverables

EXHIBIT "C"

FEE PROPOSAL

Tasks	Total Hours	Total Fees & Expenses
1. Project Management and Quality Assurance/ Quality Control (QA/ QC) Process	18	$6,000
2. Project Initiation Meeting and Data Collection	18	$5,100
3. Revenue Requirement Projections and Cash Flow Analysis	70	$19,140
4. Cost-of-service Analysis	50	$13,950
5. Review and Development of Rate Structures	42	$11,510
6. Budget-based Rate Development	66	$18,570
7. Communication and Outreach Plan Development	167	$51,168
8. Prepare Reports	70	$19,140
9. Public Hearing	8	$2,460
10. Proposition 218 Public Notice Preparation	30	$7,850
Total Meetings / Hours	**539**	
Hourly Billing Rates	**–**	
Total Professional Fees	**$147,750**	**$147,750**
Travel Expenses		**$1,748**
Technology Fee		**$5,390**
Total Expenses		**$7,138**
Total Fees & Expenses		**$154,888**

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

RAFTELIS FINANCIAL CONSULTANTS, INC.

By:_____ Date: _____

Sudhir Pardiwala, Senior Principal

City Council Meeting **I. 13.**

DATE: 10/07/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the annual Purchase Order extension with USALCO for FY 25/26 for an amount not-to-exceed $150,000.00 and determine that approval of the purchase order extension is exempt from the California Environmental Quality Act pursuant to Section 15301 of the CEQA Guidelines (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If City Council determines the staff recommendation is appropriate, the following motions are provided:

1. I move that City Council determine approval of the annual Purchase Order extension with USALCO for FY 25/26 is exempt from environmental review pursuant to section 15301 of the State's guidelines implementing the California Environmental Quality Act; and

2. I move approval of the annual Purchase Order extension with USALCO for FY 25/26 for an amount not-to-exceed $150,000.00.

RECOMMENDATION:

Staff recommends City Council determine that approval of the annual Purchase Order extension with USALCO for FY 25/26 is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act, and approve the Purchase Order extension.

DISCUSSION:

The Municipal Utilities and Engineering Department (MUED) Water Utility Division operates and maintains two (2) conventional surface water treatment plants that utilize an Aluminum Chlorohydrate solution for primary coagulation. USALCO has supplied MUED with this Aluminum Chlorohydrate solution since 2020 and was selected as the lowest responsive bidder in FY 24/25. The FY 24/25 USALCO bid response allowed for optional extended pricing through FY 25/26. In Feburary 2025, USALCO agreed to extend pricing through FY 25/26 under the extension option.

Approval of this annual purchase order is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Quality Act as the proposed action does not have the potential to cause any significant environmental impact.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:

John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:

Paul Mariscal, Water Utility Manager

Fiscal Impact

Fiscal Year:	FY 25/26
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$150,000
Budgeted Y/N:	Y
Account No.:	501900

Discussion:

Sufficient funding for this annual purchase order is included in the FY 25/26 MUED Water Service Fund (501900).

Attachments

USALCO Extension Letter

FY 24/25 Water & Wastewater Chemical Bid Analysis

FY 24/25 Water & Wastewater Chemical Bid Report

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

JOHN R. HARRIS
Director

February 11, 2025

USALCO
2601 Cannery Avenue
Baltimore, MD 21226

RE: Notice to Extend Annual Purchase Order Term
Aluminum Chlorohydrate Solution 50%

To Whom It May Concern:

You are hereby notified that the City of Redlands wishes to extend the term of the annual Purchase Order No. 22500152, pursuant to the Contract Term on page 15 of the Request for Bids. The City wishes to exercise the option to extend for one (1) year of the two (2) year option.

You are required to return the Notice of Acknowledgement, evidence of current City business license, and W9, within **fourteen (14)** calendar days from the date of this Notice. Submit by USPS or via email to arosario@cityofredlands.org. The due date is therefore February 25, 2025.

Upon your return of the Notice of Acknowledgement, the Municipal Utilities and Engineering Department will present to City Council if applicable, and approved, a new purchase order will be issued. The new term would be July 1, 2025 to June 30, 2026. A copy of your submittal is included for review.

If you do not return said Acknowledgement and forms within the **fourteen (14)** calendar days from the date of this Notice, the City will rebid the commodity.

If you have any questions you may contact me (909) 798-7527 ext. 3.

Thank you,

Ashley Rosario
Senior Administrative Assistant
arosario@cityofredlands.org

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7698

JOHN R. HARRIS
Director

February 11, 2025

USALCO
2601 Cannery Avenue
Baltimore, MD 21226

NOTICE OF ACKNOWLEDGMENT

RE: Notice to Extend Annual Purchase Order Term
Aluminum Chlorohydrate Solution 50%

This is extension year 1 of 2 per page 15 of the Request for Bids. Receipt of the above Notice of Acknowledgement is hereby accepted by USALCO, LLC
this, 13th day of February, 2025.

By: _____
(Signature)

Terry Waldo
(Print Name)

Chief Commercial Officer
(Title)

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
BID ANALYSIS

BID DATE 3/20/2024

BID NO. **20240306-PM(6)** **20240306-PM(6)**
ANNUAL PO **WATER & WASTEWATER TREATMENT PLANT CHEM** **WATER & WASTEWATER TREATMENT PLANT CH** FISCAL YEAR 2023-2024

					CALIFORNIA WATER TECHNOLOGIES LLC.			CHEMTRADE CHEMICALS US LLC			HASA INC.			JCI JONES CHEMICALS INC.			KEMIRA WATER SOLUTIONS INC.			NORTH STAR CHEMICAL DBA PACIFIC STAR			PENCCO			Polydyne Inc.			Solenis LLC			USALCO		
Item No.	**DESCRIPTION**	**Delivery Frequency**	**QUANTITY**	**UNIT**	**UNIT PRICE**	**Extended Price on RFB**	**EXTENDED PRICE**	**UNIT PRICE**	**Extended Price on RFB**	**EXTENDED PRICE**	**UNIT PRICE**	**Extended Price on RFB**	**EXTENDED PRICE**	**UNIT PRICE**	**Extended Price on RFB**	**EXTENDED PRICE**	**UNIT PRICE**	**Extended Price on RFB**	**EXTENDED PRICE**	**UNIT PRICE**	**Extended Price on RFB**	**EXTENDED PRICE**	**UNIT PRICE**	**Extended Price on RFB**	**EXTENDED PRICE**	**UNIT PRICE**	**Extended Price on RFB**	**EXTENDED PRICE**	**UNIT PRICE**	**Extended Price on RFB**	**EXTENDED PRICE**	**UNIT PRICE**	**Extended Price on RFB**	**EXTENDED PRICE**
1	Chlorine Gas	20 Ton cylinders per year (Delivery approx. twice per month)	4000	Per LB.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1.38	$ 5,500.00	$ 132,000.00	$ -	$ -	$ -	$	$ -	$	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	
2	Sodium Hypochlorite 12.5% mini-bulk (Water)	16 times per year (delivery to 13 well sites, summer every 2 weeks, winter every month, average delivery per site 150-200 gallons (see Exhibit "A" page 23)	1800	Per Gal.	$ -	$ -	$ -	$ -	$ -	$ -	$ 3.30	$ 95,040.00	$ 95,040.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 4.15	$ 7,470.00	$ 119,520.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	
3	Sodium Hypochlorite 12.5% (Water)	12 times per year (delivery approx. 3 – 5 weeks)	4500	Per Gal.	$ -	$ -	$ -	$ -	$ -	$ -	$ 2.30	$ 124,200.00	$ 124,200.00	$ 1.83	$ 8,235.00	$ 98,820.00	$ -	$ -	$ -	$ 2.68	$ 12,060.00	$ 144,720.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	
4	Sodium Hydroxide 50% (Water)	2 times per year (delivery every other month)	2000	Per Gal.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3.05	$ 6,100.00	$ 12,200.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	
5	Praestol 186KH polymer or City approved equal (Water)	4 times per year (1 delivery every 3 months-bulk delivery 3,000 gal)	3000	Per Gal.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$	$ -		$ -	$ -	$ -	$ 7.31	$ 21,930.00	$ 87,720.00	$ 9.54	$ 28,620.00	$ 114,480.00	$ -	$ -	$
6	Praestol A 3040 LTR FLOCCULANT or City approved equal (Water)	36 drums per year (delivery 6 drums every 2 months)	55	Per Gal.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$	$ -		$ -	$ -	$ -	$ 11.35	$ 624.36	$ 22,476.96	$ 14.45	$ 794.75	$ 28,611.00	$ -	$ -	$
7	Praestol A 3010 LTR FLOCCULANT or City approved equal (Water)	12 drums per year (delivery 4 drums every 4 months)	55	Per Gal.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$	$ -		$ -	$ -	$ -	$ 11.09	$ 610.17	$ 7,322.04	$ 12.65	$ 695.75	$ 8,349.00	$ -	$ -	$ -
8	Aluminum Chlorohydrate (ACH) 50% Solution (Water)	10 times per year (delivery approx. once per month)	4500	Per Gal.	$ -	$ -	$ -	$ 5.44	$ 24,480.00	$ 244,800.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 5.48	$ 246,600.00	$ 246,600.00	$	$ -		$ -	$ -	$ -	$ -	$ -		$ -			$ 5.01	$ 22,548.60	$ 45,000.00
9	Citric Acid 50% (WW)	17 times per year (delivery 1-1.5 times a month)	600	Per Gal.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10.80	$ 6,480.00	$ 110,160.00	$ -	$ -	$ -	$ -	$ -		$ -			$ -		$
10	Ferric Chloride (39-42%)(WW)	15 times per year (delivery approx. 1 – 1.5 times a month)	5000	Per Gal.	2.97	$ 222,750.00	$ 222,750.00	$ -	$ -	$ -	$ -	$ -	$ -	$	$ -	$ -	$ 3.33	$ 249,750.00	$ 249,750.00	$	$ -		$	$ 2.89	$ 14,450.00	$ 216,750.00	$ -	$ -		$ -			$ -		$
11	Sodium Hypochlorite 12.5% (WW)	36 times per year (delivery approx. 2.5-3 times per month)	5000	Per Gal.	$ -	$ -	$ -	$ -	$ -	$ -	$ 2.30	$ 414,000.00	$ 414,000.00	$ 1.83	$ 9,150.00	$ 329,400.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	
		TOTAL SUM BID (Item 1-11)				**$ 222,750.00**	**$222,750.00**		**$ 24,480.00**	**$ 244,800.00**		**$ 633,240.00**	**$ 633,240.00**		**$ 22,885.00**	**$ 560,220.00**		**$ 496,350.00**	**$496,350.00**		**$ 32,110.00**	**$ 386,600.00**		**$ 14,450.00**	**$ 216,750.00**		**$ 23,164.53**	**$117,519.00**		**$ 30,110.50**	**$ 151,440.00**		**$ 22,548.60**	**$ 45,000.00**

CITY OF REDLANDS
Office of the City Clerk
BID OPENING REPORT

The following bids were opened on the **20th day of March, 2024** at **10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **Water and Wastewater Treatment Plant Chemicals – 20240306-PM(6)**. The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

Item No.		1	2	3	4	5	6	7	8	9	10	11
No	**Name of Bidder**	**Chlorine Gas**	**Sodium Hypochlorite 12.55% Mini Bulk (water)**	**Sodium Hypochlorite 12.5% (water)**	**Sodium Hydroxide 50% (water)**	**Praestol 186KH Polymer (water)**	**Praestol A 3040 LTR FLOCCULANT (water)**	**Praestol A 3010 LTR FLOCCULANT (water)**	**Aluminum Chloralhydrate (ACH) 50% Solution**	**Citric Acid 50% (WW)**	**Ferric Chloride 39% (WW)**	**Sodium Hypochlorite 12.5% (WW)**
1	California Water Technologies LLC, Santa Fe Srings, CA										$2.97 ($22,750)	
2	Chemtrade Chemicals US LLC, Parsippany NJ								$5.44 ($24,480)			
3	HASA, Inc., Saugus CA		$3.30 ($95,040)	$2.30 ($124,200)								$2.30 ($414,000)
4	JCI Jones Chemicals Inc., Torrance CA	$1.375 ($5,500)		$1.83 ($8,235)								$1.83 ($9,150)
5	Kermira Water Solutions, Lawrence KS								$5.48 ($246,600)		$3.33 ($249,750)	
6	Northwest Chemical dba Pacific Star Chemical, Sherwood OR		$4.15 ($7,470)	$2.68 ($12,060)	$3.05 ($6,100)					$10.80 ($6,480)		
7	Pencco, Inc., San Felipe TX										$2.89 ($14,450)	
8	SNF Polydyne Inc., Riceboro GA					$7.31 ($21,930)	$11.352 ($624.36)	$11.094 ($610.17)				
9	Solenis LLC, Wilmington DE					$9.54 ($28,620)	$14.45 ($794.75)	$12.65 ($695.75)				
10	USALCO LLC, Baltimore MD								$5.0108 ($22,548.60)			

***BIDDERS ARE LISTED IN ALPHABECTICAL ORDER**
*All bids were signed *There were no addendums
*Pricing is per unit with extended price in ( )

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Ashley Rosario; Paul Marisol; LaWanda Butler

City Council Meeting **I. 14.**

DATE: 10/07/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8717 to implement STOP control on the eastbound Florida Street/17th Street intersection and determine that approval of the resolution is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If City Council determines the Traffic and Parking Commission and staff recommendations are appropriate, the following motions are provided:

1. I move that the City Council determine the adoption of Resolution No. 8717 is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to adopt Resolution No. 8717.

RECOMMENDATION:
TRAFFIC AND PARKING COMMISSION RECOMMENDATION

On July 24, 2025, the Traffic and Parking Commission voted 3:1 to recommend City Council approval to implement STOP control at the eastbound Florida Street/17th Street intersection.

STAFF RECOMMENDATION

Staff recommends that City Council determine approval of the resolution is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act. Staff further recommends that the City Council adopt Resolution No. 8717 to implement STOP control at the eastbound Florida Street/17th Street intersection.

DISCUSSION:

During the May 22, 2025 Traffic and Parking Commission (TPC) meeting, residents submitted a petition requesting various traffic-calming measures in the vicinity of the Florida Street/17th Street intersection, including the installation of STOP signs and speed humps. Staff subsequently conducted a full engineering review, which included speed surveys, traffic volume counts, sight distance evaluations, crash history analysis, and field observations. Staff determined that the eastbound Florida Street/17th Street intersection leg meets the sight distance warrant for STOP control as defined in the California Manual on Uniform Traffic Control Devices (CA MUTCD). The intersection is skewed at an approximate thirty-five (35) degree angle, with an offset centerline of roughly 125 feet, resulting in restricted visibility for eastbound drivers. Sight distance was measured at approximately 140 feet, which is well below the 280-foot minimum recommended for a twenty-five (25) mph design speed in accordance with the Caltrans Highway Design Manual. Due to the limited sight distance, staff recommended the installation of a STOP sign on the eastbound approach of the Florida Street/17th Street intersection to improve vehicle, cyclist, and pedestrian safety. On July 24, 2025, the TPC voted 3:1 to recommend that the City Council approve the installation of the STOP control.

Adoption of Resolution No. 8717 is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act, as the project involves negligible or no expansion of the existing street.

ALTERNATIVES:

City Council may deny the Traffic and Parking Commission and staff recommendations and provide alternate direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:

John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Tabitha Crocker, Facilities and Community Services Director
Rachel Tolber, Police Chief
Rich Sessler, Fire Chief
Goutam K. Dobey, City Engineer

PREPARED BY:
Johana Silva, Associate Engineer

Fiscal Impact

Fiscal Year: FY 25/26
Appropriation Required Y/N: No
Budgeted Y/N: Yes
Discussion:
There is no fiscal impact associated with this action. The project includes routine maintenance tasks that are included in the approved FY 25/26 Facilities & Community Services operating budget.

Attachments

A: Resolution No. 8717
B: Location Map

RESOLUTION NO. 8717

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING A STOP CONTROL ON EASTBOUND FLORIDA STREET AT 17TH STREET PURSUANT TO TITLE 10 OF THE REDLANDS MUNICIPAL CODE

WHEREAS, pursuant to studies made under the authority of Title 10 of the Redlands Municipal Code, and the presentation of information contained in such studies, the City Council of the City of Redlands has determined that certain traffic regulations are necessary to protect the public health, safety and welfare and should be established pursuant to Title 10 of the Redlands Municipal Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. This City Council determines that approval of this Resolution is exempt from review under California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301(c) which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment. This City Council finds with certainty that there is no possibility the approval of this Resolution may have a significant effect on the environment.

Section 2. Pursuant to Section 10.36.010 of the Redlands Municipal Code, the City Council hereby establishes a STOP control on eastbound Florida Street at 17th Street.

Section 3. City staff is hereby directed to take all actions to undertake installation of pavement striping, and signage to implement this Resolution.

ADOPTED, SIGNED AND APPROVED this 7th day of October, 2025.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 7th day of October, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk



LOCATION MAP

City Council Meeting **I. 15.**

DATE: 10/07/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the use of city resources and the request for in-kind support in the amount of $2,250.00 related to the Citrus Valley Band Tournament hosted by the Citrus Valley Music Boosters on October 11, 2025; approve temporary street closures related to the event; and determine that the event is categorically exempt from environmental review pursuant to Section 15311 (c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that staff's recommendations are appropriate, the following motions are provided:

1. I move that the City Council determine that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to authorize the expenditure of city resources, in-kind support, and temporary street closure related to this event.

RECOMMENDATION:

Staff recommends that the City Council determine that authorization for the items associated with the Citrus Valley Band Tournament, scheduled on October 11, 2025, is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (CEQA). Staff further recommends that the City Council direct staff accordingly regarding the temporary street closures outlined in the staff report and the expenditure of city resources and in-kind support in the amount of $2,250.00, including costs for personnel, equipment, and related services.

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the city. Upon the issuance of a special event permit, the event may take place contingent on the event organizer paying the required fees. The City recognizes the value of partnering with non-profit agencies and organizations to provide services beneficial to the community. In an effort to support programs that provide a community benefit, the City Council will, from time to time, consider the authorization of in-kind support, including the use of city equipment, staff, and facilities for special events.

The Citrus Valley High School Music Boosters (CVHS) are requesting approval to hold the 5th annual Citrus Valley Band Tournament event on Saturday, October 11, 2025. The CVHS is a registered non-profit 501 (c)(3). This request requires City Council approval due to the need for a temporary street closure, to manage traffic flow and ensure the safety of both event participants and pedestrians, along West Pioneer Avenue between Texas Street and Tennessee Street. To allow sufficient time for set up and tear down, the street closure will be in place from 11:00 a.m. to 10:00 p.m. A soft closure will be placed at the east side of Tennessee Street and West Pioneer Avenue intersection, to allow CVHS parking lot access for attendees and participants. Hard closures will be placed on the west side of the West Pioneer Avenue and Texas Street intersection and the east side of the CVHS parking lot driveway, on West Pioneer Ave. Additionally, Citrus Valley High School Music Boosters are seeking in-kind support, including personnel and equipment from the Facilities and Community Services Department, with an estimated value of $2,250.00.

The City Council approved this same request in 2024 in the amount of $2,700.00. According to the application submitted, the event will attract more than 2,500 people, of which 2,000 of them will not be residents of Redlands, to come out and enjoy the bands' performances and who will also venture out to the city for amusement, food and entertainment, which will be a great benefit for the local downtown businesses.

The event is exempt from the requirements of the California Environmental Quality Act’s guidelines pursuant to Section 15311(c). Section 15311(c), accessory structures Class 11 facilities, consists of the construction, or replacement of minor structure accessory to existing commercial, industrial, or institutional facilities, including placement of seasonal or temporary use items such as mobile food units, portable restrooms or similar items in generally the same locations from time to time in publicly owned parks or other facilities designed for public use.

ALTERNATIVES:

The City Council may elect to deny the request for in-kind support, deny the request for temporary street closure and direct staff accordingly.

STRATEGIC PLAN:

Priority A - Quality of Life, Beautification, Arts and Culture.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

REVIEWED BY:
Charles M. Duggan Jr., City Manager
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Jaclyn Ramirez, Administrative Assistant II

Fiscal Impact

Fiscal Year:	2025/26
Revenue Generating:	Y
Appropriation Required Y/N:	N
Amount:	$2,250.00
Budgeted Y/N:	N
Discussion:	

Please see the "Fiscal Impact" attachment for reference.

Attachments

Special Event Packet
In-Kind Request
Event Map
Verification of Non-Profit
Street Closure Permit
Fiscal Impact

City of Redlands
35 Cajon Street, Ste. 222
Redlands, CA 92373
(909) 798-7655 ext 3

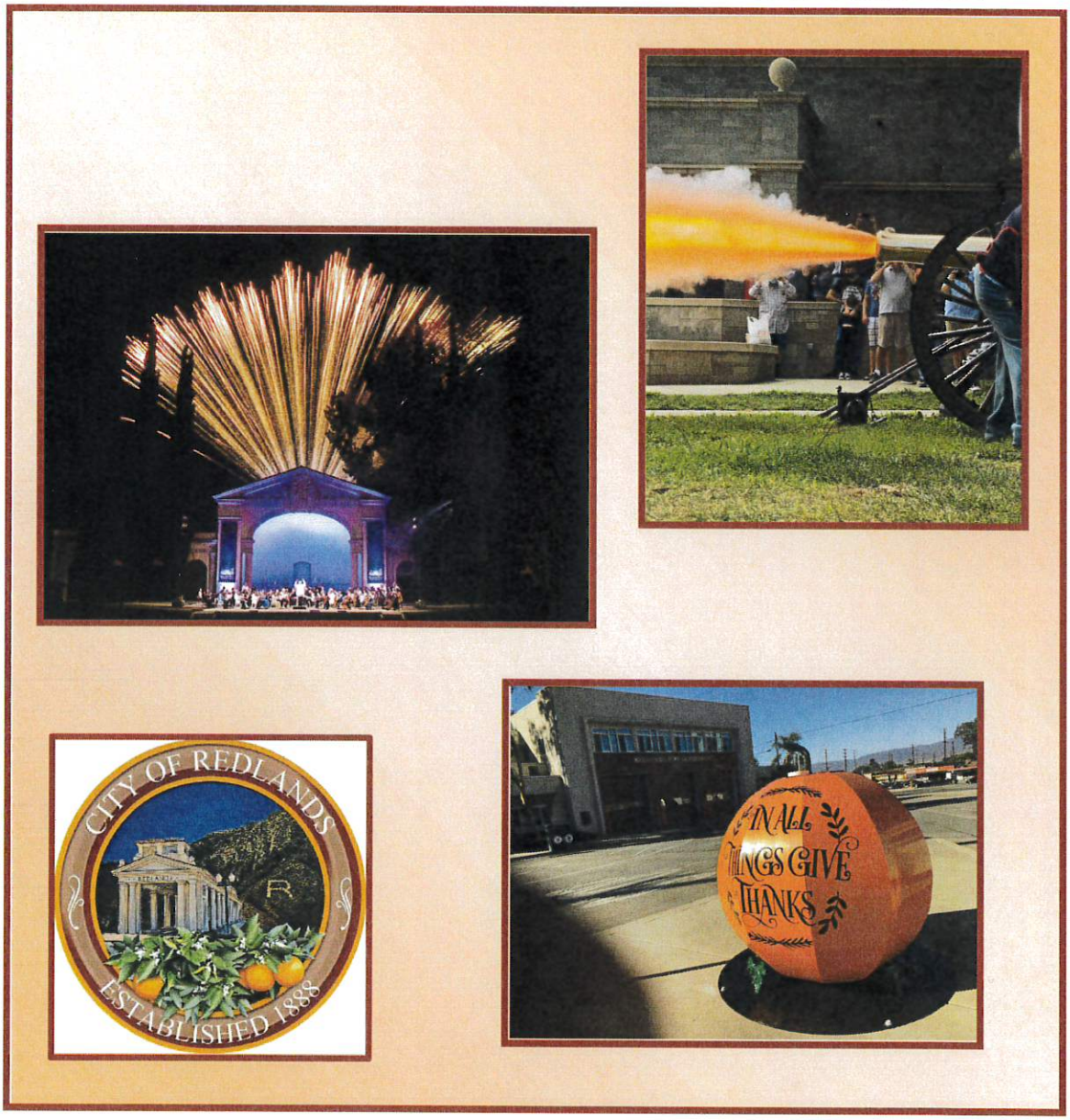
SPECIAL EVENTS PERMIT APPLICATION

EVENT: Citrus Valley Band Tournament

ORGANIZER: CVHS Music Boosters

Date of Event: 10 / 11 / 2025

Date Submitted: 08 / 19 / 25



NOTICE TO PERMIT APPLICANT

- Completed Special Event Permit Applications **must** be submitted to the Facilities & Community Services Department a **minimum of four (4) months prior** to the date the event is scheduled to begin.
- All forms in this application package that are relevant to your event must be complete and submitted together in order to be considered.
- Applicants must conform to all requirements for maintaining liability insurance.
- Incomplete applications or applications submitted past the deadline are subject to denial of request to hold event.

APPLICATION PROCESS

STEP 1 – Review Application Packet
The Special Events Application Packet has been designed to assist event organizers and will help with the development of event plans that comply with local codes, laws, policies and regulations governing activities associated with the production and management of special events. By applying to schedule a special event, you and your representatives agree you have the sole responsibility at all times to be knowledgeable about, fully understand, and to meet or exceed all local and state codes, laws, policies, and regulations associated with the proposed event and its related activities.

STEP 2 – Assess Venue
As an event organizer it is your responsibility to assess the venue, anticipated attendees, and event components of your proposed event prior to submitting the applications for the various permits. It is important to develop management strategies that ensure the safety of your guests, citizens, and the surrounding environment affected by your event.

STEP 3 – Submit Application
The City of Redlands requires permit applications to be submitted no later than ninety (90) days prior to the actual date of your event and allows applications to be submitted as early as six (6) months before the event date. At the sole discretion of the City of Redlands, you may be authorized to submit written amendments to your initial permit application due to unique or changing circumstances related to the event. Amendments to your permit application must be submitted to the One Stop Permit Center no later than 14 days prior to your event.

All Applications Must Be Complete. The City of Redlands is not required to act upon an incomplete permit application. A permit application will not be approved or denied and you will not have requested venues reserved or held if you have not provided the required information. It is therefore important to provide all required information and documentation in a timely and complete manner. For an application to be considered complete, applicants must submit the following minimum information required in sufficient detail that the material can be understood and assessed: (there is a checklist form on page 13 to aid in the process).

- Special Events Permit Application with Site Plan
- Street Closure Permit with Route Map – if applicable
- Barricade Rental Form – if Street Closures requested
- Request to Serve Alcohol Permit form with Site Plan – if applicable
- Submit all required Certificates of Liability Insurance

STEP 4 – Review Process
After submitting your complete application and forms, your application will be reviewed by those departments involved with your requests in which fees and deposits will be determined. Departments may place conditions on your event, for example, solid waste requirements or specific parking plans.

STEP 5 – Submit Fees and Finalize Details
Once a Special Event Packet has been reviewed and approved; fees are due. A Coordination Meeting will be scheduled approximately two weeks prior to the event consisting of the Event Organizer(s) and representatives from supporting departments to settle/confirm final details.

SUMMARY OF EVENT

Event Title Citrus Valley Band Tournament

Description Marching Band Tournament to begin the competitive season for Southern California Marching Bands hosted in our very own Redlands Community.

Date/Time

Setup	Date 10/11/25	Time 11 AM	Location(s) CVHS	800 Pioneer Ave
Event Starts	Date 10/11/25	Time 1pm	Location(s) CVHS	800 Pioneer Ave
Event Ends	Date 10/11/25	Time 9pm	Location(s)	800 Pioneer Ave
Dismantle	Date 10/11/25	Time 10pm	Location(s) CVHS	800 Pioneer Ave

*Submit a Site Plan for each venue listed

Anticipated Attendance: Total 2000 Per Day 2000

Anticipated Participants: Total 1000 Per Day 1000

CONTACTS Person(s) or Agent(s) responsible for and authorized to represent this event on all matters:

Primary Contact:

Name:	Austin Meiners
Address:	731 Cedar Ave
City, State, Zip	Redlands CA 92373
Phone:	9092735755
Email:	austinmeiners@gmail.com

Name of Organization: CVHS Music Boosters Is it Non-Profit? yes

Tax I.D. #:

Yes	No	
◉	○	Is this an annual event? How many years have you been holding this event? 5
◉	○	Street Closure(s) requested? If yes, please complete Street Closure Permit Application and Barricade Rental Form in Appendix A
○	◉	Does this event involve a parade? Please complete Parade/Public Assemblies Permit Application form in Appendix A
○	◉	Will you be serving alcohol? If yes, please complete both Alcohol Permit forms in Appendix A
○	◉	Are you requesting use of the Prospect Park Sign? If yes, please complete the Sign Request form in Appendix A
○	◉	Are you requesting use of the City Stage? If yes, please complete the Show Mobile Rental form in Appendix A
◉	○	Vendor(s)? If yes please complete the Vendor List in Appendix A.

SITE PLAN

Your event site plan/route map should include but not be limited to:

- ❑ An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures.
- ❑ The location of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access.
- ❑ The provision of minimum twenty foot (20') emergency access lanes throughout the event venue.
- ❑ The location of first aid facilities and ambulances.
- ❑ The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, beer gardens, cooking areas, trash containers and dumpsters, and other temporary structures.
- ❑ A detail or close-up of the food booth and cooking area configuration including booth identification of all vendors cooking with flammable gases or barbecue grills
- ❑ Generator locations and/or source of electricity.
- ❑ Placement of vehicles and/or trailers.
- ❑ Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.
- ❑ Identification of all event components that meet accessibility standards.
- ❑ A parking and/or shuttle plan for events that are likely to exceed parking lot capacity of the space you are using.
- ❑ Other related event components not listed above.

TIMELINE

Please provide a narrative and timeline of your event. You may provide this information as an attachment if necessary.

HOUR	ACTION

ACCESSIBILITY PLAN

This checklist is intended to serve as a planning guideline and may not be inclusive of all City, County, State and Federal access requirements. You may attach more detailed information if necessary.

YES NO

- ■ ☐ Will there be a Clear Path of Travel throughout your event venue? Please describe _
  Entire event is located at CVHS Stadium which has clear paths of travel throughout the area.
- ■ ☐ Have you developed a Disabled Parking and/or Transportation Plan (including the use of public transportation or shuttle services) for your event? Please describe Yes, we have the most immediate parking at the performance area designated for Disabled and Accessibilty first Parking
- ■ ☐ Will a minimum of 10% of portable rest rooms at your event be accessible? Please describe yes
- ■ ☐ Will all food, beverage and vending areas be accessible? Please describe yes
- ■ ☐ Will all signage be provided in highly contrasting colors and placed so pedestrian flow will not obstruct its visibility? Please describe yes
- ■ ■ If telephones are provided, will at least one telephone at each phone bank have a volume control and is hearing aid compatible? Please describe
- ■ ☐ If an information center is provided at your event will customer service representatives be available to assist disabled individuals? Please describe Yes, three separate booths will be able to answer questions
- ■ ☐ If all areas of your event venue cannot be made accessible will maps or programs be made available to show the location of accessible rest rooms, parking, phones (if any), drinking fountains, and first aid stations? Please describe

RESTROOM FACILITIES PLAN

You are required to provide portable rest room facilities at your event, unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event. Indicate on your timeline when portable toilets will be set up.

Yes No

- ■ Do you plan to provide portable rest room facilities at your event?

If yes: Total number of portable toilets

If no: Please explain: We have 4 separate permanant bathroom facilities available at the site which are all ADA accessible

Rest Room Company

Address Street

City State Zip

Telephone Day Evening Fax Pager/Cellular

LIST OF VENDORS

Please provide a list of vendors, what they are there for and their business license numbers. Keep in mind that this list of vendors cannot change after the event has been approved. All must have a Redlands business license in order to participate with your event. If you need more entries, please attach a list with the same information to your event package. Vendors include all businesses either performing a service or selling at your event. All food concessioners must meet the San Bernardino Counties Department of Public Health Food Handler's and Fire Suppression requirements.

Yes	No	
■	☐	Will items or services be sold at your event?
■	☐	Will you have some education only (not selling a product or service) booths?
■	■	Will items or services sold at your event present unique liability issues (e.g. massage, etc.)?
■	☐	Does your event include food concession and/or preparation areas?
■	■	Do you intend to cook food in the event area?

If yes, please specify method:

- ■ Gas
- ☐ Electric
- ☐ Charcoal
- ☐ Other (specify) _____

VENDOR	SERVICE THEY ARE PROVIDING	REDLANDS BUSINESS LICENSE NUMBER	EDUCATIONAL INFORMATION ONLY? (Y/N)
Viva La Boba	Drinks		N
Chan Smokers BBQ	Food		N
Lucy's Tacos	Food		N
Koha Ice	Food		N

ENTERTAINMENT PLAN

YES NO

☒ Are there any musical entertainment features related to your event?

If yes, complete the following information or provide an attachment listing all bands/performers, type of music, sound check and performance schedule.

Number of Stages 1

Number of Performers/Bands 20

Performer/Band name and music type Marching Bands

☒ Will sound checks be conducted prior to the event?

If yes, Start time 11am Finish time 11:15am

☒ Will sound amplification be used?

If yes, Start time 1pm Finish time 8:30pm

☐ Do you plan to have a patron dance component to either live or recorded music at your event?

If yes, please describe no

☒ Please describe the sound equipment that will be used for your event Stadium Speakers

☐ Will inflatables, such as jumpers, or similar devices be used at your event?

If yes, please describe

☐ Does your event include the use of fireworks, rockets, lasers, or other pyrotechnics?

If yes, please fill out a fireworks permit also located in this packet.

If yes, please describe

☐ Will your event include the use of any signs, banners, decorations, or special lighting?

If yes, please describe

☐ Will there be massage activities at your event? If yes, please describe

☐ Do your event plans include any, drawings or raffle opportunities?

If yes, please describe

ALCOHOL

Please Note: You will need to have your alcohol permit approved by Redlands city council prior to your event. A copy of your Alcohol license will be needed after city council approval, before the event.

Yes No

☐ ☑ Does your event involve the use of alcoholic beverages?

If yes, please check all that apply:

- ☐ Free/Host Alcohol
- ☐ Alcohol Sales
- ☐ Host and Sale Alcohol
- ☐ Beer
- ☐ Beer and Wine
- ☐ Beer, Wine and Distilled Spirits

Please describe your security plan to ensure the safe sale or distribution of alcohol at your event. _____

MITIGATION OF IMPACT

YES NO

☑ Have you met with the residents, businesses, places of worship, schools and other entities that may be directly impacted by your event? If yes, please attach a complete list of these entities.

If no, please explain We are at a school hosting this event. I would be happy to drop mail in our neighboring community informing them of the event to assure them clear communication about the potential road closers taking place.

☑ Do you have a sample of the notice that you propose to distribute two weeks prior to your event? If yes, please attach.

If no, please explain _____

MARKETING AND PUBLIC RELATIONS

Yes No

- [x] [ ] Will this event be marketed, promoted, or advertised in any manner?

f yes, please describe Via Social Media and Music Education Networks

- [x] [x] Will there by live media coverage during the event?

f yes, please describe _____

- [x] [x] Will media vehicles be parked within the event venue?

f yes, please describe safety plan _____

- [x] [ ] Do you have a plan to control or limit the placement and/or distribution of promotional signage, stickers, and other items?

f yes, please describe We are not actively distributing promotional signage outside of our school community and neighboring schools

INSURANCE REQUIREMENTS

Regardless of the event you are required to have insurance that indemnifies the city of Redlands listing the location date and time.

Name of Insurance Agency AIM Association Insurance Management

Address Street PO Box 742946

City Dallas State TX Zip 75374

Telephone Day _____ Evening _____ Fax _____ Pager/Cellular _____

Contact Name _____

Policy Type General Liability

Policy Amount Various (See attached)

Policy Number GL2025AIM35651

AFFIDAVIT OF APPLICANT

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the Redlands Municipal Code and I understand that this application is made subject to the rules and regulations established by the City Council and/or the City Manager or the City Manager's designee. Applicant agrees to comply will all other requirements of the City, County, State, Federal Government, and any other applicable entity which may pertain to the use of the Event venue and the conduct of the Event. In the event that a possessory interest subject to property taxation is created by virtue of this use permit, I agree to pay all possessory interest taxes and the City shall not be liable for the payment of such taxes I further agree that the payment of any such taxes shall not reduce any consideration paid to the City pursuant to this use permit. I agree to abide by these rules, and further certify that I, on behalf of the Host Organization , am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Redlands.

Print Name of Applicant/Host Organization: **Sarah Capalla- CVHS Music Boosters**

Title: **VP Band**

Signature:

Date: **8/19/2025**

Print Name of Professional Event Organizer: **Sarah Capalla**

Title: **Band VP**

Signature:

Date: **8/19/2025**

City of Redlands

In-Kind Support Request

Event Name: Citrus Valley Band Tournament

Event Date(s): 10/11/2025 **Location(s):** Citrus Valley High School

Rain Out Date: none **Beginning Time:** 1:00pm **End Time:** 9pm

Describe Your Request:

This completed form with all supporting documentation shall be submitted a minimum of 60 days prior to the scheduled event. Additional information may be attached to this application form, as needed.

Marching Band Tournament in the Hodges Stadium at CVHS. Event Performances begin at 1pm and end at 9pm

Select and Describe All City Provided Services That May Apply to Your Request :

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — Temporary Street Closure
- [ ] Police (*Public Safety Personnel)*
- [ ] Fire (*Paramedics, Inspectors)*
- [ ] Parks *(Cleanup Personnel, Ball Field Lights)*
- [ ] Facility

Refuse/Recycling *(Event Receptacles, Roll-Off Service)* acquired by Event Organizers through Redlands Customer Service

Section 13.65 of the Redlands Municipal Code requires that events that serve more than 2,000 individuals per day will be required to submit for review and approval a Large Venue Recycling Plan. The Quality of Life Department may require smaller events to comply with City recycling practices as a condition of waiving fees.

- [ ] Other

Group/Organization Name: Citrus Valley HS Music Boosters

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:**

Does your Group/Organization Presently Have Liability Insurance? [x] Yes [ ] No

Please be advised that depending upon your request, you may be required to provide proof of insurance coverage in an amount determined by the City and naming the City as an additional insured.

Has your Group/Organization received fee waivers from the City in the past? yes

Primary Contact Name & Title: Austin Meiners

Mailing Address: 800 W Pioneer Ave Redlands CA 92374

Phone Number: 9092735755 **E-Mail Address:** austinmeiners@gmail.com

Updated 6/2021

As a part of our commitment to fiscal responsibility, the City of Redlands gathers data associated with the economic and social benefits associated with in-kind support. Please provide estimates, as applicable, for your event.

Positive outcomes for your organization from this

To help maintain safety and flow of incoming marching band and supporters, we are seeking to close off the street of Pioneer Ave between Texas and Tennesee from 12pm-10pm. By having the street closed, it allows us to create a system for bands/school buses to enter while allowing patrons a secondary entrance while not causing stress on the volunteers or the community of locals potentially driving in the area.

Describe what economic benefit and impact this event will bring to the City:

Over 2000 non Redlands citizens come out to enjoy performances of marching bands and venture out to the city for breakfast/lunch/dinner around the town. We also use local vendors at our event who benefit from their sales during the competition.

In April 2002, the City Council adopted Resolution No. 6038, which encourages groups or organizations requesting in-kind support from the City to use local businesses when procuring goods and services associated with the event. Receipts will need to be submitted through a follow up form. Failure to submit post event documentation (within 15 days) may affect future requests.

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	500	400	
Attendance: Non-Residents	2000	1700	
Food & Beverage Sales	$5000	$4000	
Merchandise Sales	0	0	
Ticket/Entrance Fees	$5000	$2000	
Other	$0	$0	
Total Revenue	$10000	$6000	

I certify that all statements on this application are true and complete to the best of my knowledge.

Signature: [signature] **Title:** Band Director

Please Print Your Name: Austin Meiners **Date:** 8/12/2025

To Be Completed by the City of Redlands

Date Received: 08/13/2025 **Received By:** Jaclyn. Ramirez

Notes:

City Manager Approval: City Council Approval:


1055
1074
1042
880
800
868
860
852
844
836
828
W Pioneer Ave
W Pioneer Ave
W Pioneer Ave
Texas St
Texas St

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

Employer Identification Number:

DLN:

CVHS MUSIC BOOSTERS
PO BOX 1453
HIGHLAND, CA 92346

Contact Person:
DEBRA JOHNSON ID#
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
April 14, 2010
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

CVHS MUSIC BOOSTERS

Sincerely,

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

Event: Citrus Valley Band Tournament Date: 10/11/20

PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

Permission to close a street for an event is subject to the following requirements:

1.	**Street Closure Diagram MUST be attached. (Failure to submit diagram will result in non-issuance of permit).**
2.	**Event Flyer or Event Description MUST be attached. (Failure to submit flyer or event description will result in non-issuance of permit).**
3.	**Applicant MUST provide insurance coverage per City's requirements (see reverse)**
4.	Written permission from all residents of the effected portion of the street MUST be attached.
5.	No tables or other objects shall be placed on the street surface.
6.	No alcohol shall be consumed on the street or City right-of-way outside of a permitted area.
7.	Temporary No Parking Signs and barricades shall be supplied and posted by City Staff
8.	Affected street(s) shall remain accessible for emergency vehicles and local traffic at all times.
9.	This permit pertains only to the closing of the street(s). This permit does not relate to the type of activity, noise, or any other aspect of the event. All other applicable and appropriate ordinances and laws apply.

Permission is hereby granted to: Citrus Valley Music Boosters

To close (street names) Pioneer Ave

Between (street names) Texas Ave and Tennessee Ave

Day & date 10/11/25 **Event times -** from (time) 1 ☐ am ☑ pm to (time) 9 ☐ am ☑ pm

Address of Applicant: 800 W Pioneer Ave Phone No: 909-273-5755

Signature of Applicant: _____ Applicant Name (print): Austin Meiners

Condition(s); **set up & clean up time required:** To help maintain safety and flow of incoming marching band and supporters, we are seeking to close off the street of Pioneer Ave between Texas and Tennesee from 12pm-10pm. Volunteers will be stationed with signage at each side to allow bands entry

Event Description: Marching Band Tournament in the Hodges Stadium at CVHS. Event Performances begin at 1pm and end at 9pm

FOR OFFICE USE ONLY

This permit must be signed by the Chief of Police in order to be valid.

1. _____ Chief of Police — Date: 8/19/25
2. _____ Municipal Utilities & Engineering Department — Date: 8/25/25
3. _____ Facilities & Community Services Department — Date: 8/13/25
4. _____ Risk Management Division — Date: 8/25/25

Street Closure time: From 11 ☒ am ☐ pm To 10 ☐ am ☒ pm

Staff Notes:

In anticipation of the City Council's consideration of this request, staff has compiled the following table outlining costs related to fees established by Resolution of the City Council and departmental charges pertaining to personnel and equipment resources necessary for the support of the event. The departmental charges are costs outside of normal City operations that would not be incurred by the City if the special event was not taking place.

Departmental Charges (Personnel & Equipment)	**2025-2026 Amount**	**Type**	**2024-2025 Amount**
Police Personnel[1]	$0.00	Hard Cost	$0.00
Fire Personnel[1]	$0.00	Hard Cost	$0.00
Facilities & Community Services Personnel[1]	$2,250.00	Hard Cost	$2,700.00
Personnel & Equipment Subtotal	$2,250.00		$2,700.00
Fees Established by City Council Resolution			
Park Reservation	$0.00	Soft Cost	$0.00
FCS Equipment	$0.00	Soft Cost	$0.00
Fire Equipment	$0.00	Soft Cost	$0.00
Fees Subtotal	**$0.00**		**$0.00**
Total Departmental Charges and Fees	**$2,250.00**		**$2,700.00**
	$2,250.00 **$0.00** **$2,250.00**	Hard Cost Soft Cost Total	**$2,700.00** **$0.00** **$2,700.00**

[1]*Personnel costs are calculated conservatively assuming the highest staff cost scenario. Actual costs may vary on the day of the event based on the actual staff present. Actual costs will be confirmed following the event and will be included in a reconciliation report presented to the City Council.*

The following table summarizes the total estimated costs associated with the use of City resources and waiver of fees approved for events scheduled during Fiscal Year 2025-26 to date:

TABLE 2: FY 2025-26 Fee Waivers to date

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$100,803.12	$7,710.00	$0.00	$108,513.12	$108,513.12

City Council Meeting **I. 16.**

DATE: 10/07/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the request to temporarily close San Bernardino Avenue for the REVEL Big Bear Marathon event hosted by the Brooksee Foundation on November 8, 2025; authorize the request for the sale and consumption of alcoholic beverage; and determine that the approval of the request is exempt from environmental review pursuant to Section 15311 of the state's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that staff's recommendations are appropriate, the following motions are provided:

1. I move that the City Council determine that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that the City Council approve the request for the temporary street closure of San Bernardino Avenue and the sale and consumption of alcoholic beverages related to the event.

RECOMMENDATION:

Staff recommends that City Council approve the temporary street closure of San Bernardino Avenue from Dearborn Street to Wabash Avenue on November 8, 2025 for the REVEL Big Bear Marathon event. Staff further recommends that the City Council provide staff direction regarding the request for the sale and consumption of alcoholic beverages and determine that approval of the request is exempt from environmental review pursuant to Section 15311 of the state's guidelines implementing the California Environmental Quality Act (CEQA).

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the city. Upon the issuance of a special event permit, the event may take place contingent on the event organizer paying the required fees. The City recognizes the value of partnering with non-profit agencies and organizations to provide services beneficial to the community. In an effort to support programs that provide a community benefit, the City Council will, from time to time, consider the authorization of in-kind support including the use of city equipment, staff, and facilities for special events.

The Brooksee Foundation, in partnership with REVEL Races, will be hosting the Big Bear Marathon/Half-Marathon on November 8, 2025. The marathon and half-marathon begins in Angelus Oaks and ends in Redlands along San Bernardino Avenue adjacent to the Redlands Sports Park. The Brooksee Foundation is requesting to temporarily close San Bernardino Avenue from Wabash Avenue to Dearborn Street for the event and permission to sell and consume alcoholic beverages at the event. The Brooksee Foundation serves one beer to each race participant as a courtesy, and gives the option to purchase additional beer for the participants only. The serving and selling of alcohol at the event is scheduled for Saturday, November 8, 2025, and will end no later than 1:00 p.m. In order to accommodate the set-up for the event, Brooksee Foundation is requesting the closure of San Bernardino Avenue between Dearborn Street and Wabash Street beginning on Friday, November 7, 2025 at 8:00 a.m and remaining in place until the cleanup of all event material, following the completion of the race, on Saturday November 8, 2025 at 6:00 p.m.

The City Council approved an identical request on November 16, 2024. According to the application submitted, in addition to providing unforgettable experiences for their runners, REVEL races also deliver value to the communities who graciously host their events. Each REVEL race brings significant financial benefits to local economies, provides an opportunity for communities to brand themselves, and creates a healthier and more fitness-friendly community. They anticipate approximately 3,200 attendees. Additionally, proceeds from each REVEL runner's entry fee are donated to local nonprofit groups geared towards health and environmental causes.

The event is exempt from the requirements of the California Environmental Quality Act’s guidelines pursuant to Section 15311(c). Section 15311(c), accessory structures Class 11 facilities, consists of the construction, or replacement of minor structure accessory to existing commercial, industrial, or institutional facilities, including placement of seasonal or temporary use items such as mobile food units, portable restrooms or similar items in generally the same locations from time to time in publicly owned parks or other facilities

designed for public use.

ALTERNATIVES:

The City Council may elect to deny the request for the temporary street closure and the sale and consumption of alcoholic beverages related to the event.

STRATEGIC PLAN:

Priority A - Quality of Life, Beautification, Arts and Culture.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

REVIEWED BY:
Charles M. Duggan Jr., City Manager
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Jaclyn Ramirez, Administrative Assistant II

Fiscal Impact

Fiscal Year:	2025/26
Revenue Generating:	Y
Appropriation Required Y/N:	N
Budgeted Y/N:	N
Discussion:	

Pursuant upon the applicant paying all required fees and costs, there is no fiscal impact associated with the approval of this event.

Attachments

Event Map
Verification of Non-Profit
ABC Permit
Street Closure Permit

REDLAND SPORTS PARK
FINISH LINE
ROAD CLOSURE
GRANITE ST.
RUNNER SERVICES
E. SAN BERNADINO AVE.
Food
Team Tents
Vendors
ORANGE ORCHARD
Portable Toilets
Trash
Recycle
Bag Drop
ROAD CLOSURE
DEARBORN ST.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 17 2016

BROOKSEE FOUNDATION
11968 ITHICA DR
HIGHLAND, UT 84003-0000

Employer Identification Number:

DLN:
26053442001956
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
February 9, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

BROOKSEE FOUNDATION

Sincerely,



Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Letter 5436

State of California

DAILY LICENSE APPLICATION

Department of Alcoholic Beverage Control

ABC USE ONLY		
License #	Receipt #	Fee $
Conditions Requested ☐ Yes ☐ No		Diagram Requested ☐ Yes ☐ No
License Type ☐ B & W ☐ General ☐ Special		

Complete all applicable items. Submit this application to your local ABC District Office with the required fee payable to ABC. To determine fee(s) due, visit https://www.abc.ca.gov/licensing/license-fees. Once the daily license is issued, fees cannot be refunded. Listing of ABC District Office is available at https://www.abc.ca.gov/contact/. Please visit https://www.abc.ca.gov/abc-221-instructions/ for further instructions.

SECTION 1. ORGANIZATION AND LICENSE TYPE INFORMATION

Organization Name: Brooksee Foundation

Tax ID: [redacted]

Organization Mailing Address: 374 S 671 W Pleasant Grove, UT 84062

LICENSE TYPE

☑ **Special Daily Beer and Wine**
- ☐ Amateur Sports Organization
- ☐ Charitable
- ☐ Civic
- ☐ Cultural
- ☐ Fraternal
- ☐ Political
- ☐ Religious
- ☐ Social
- ☑ Other: 501(c)(3)

☐ **Daily General**
- ☐ Political Party/Affiliate Supporting Candidate for Public Office or Ballot Measure
- ☐ Organization Formed for Specific Charitable or Civic Purpose
- ☐ Fraternal Organization in Existence over Five Years with Regular Membership
- ☐ Religious Organization
- ☐ Vessel per Section 24045.10 B&P ($50.00)

☐ **Special Temporary License**
- ☐ Television Station per Section 24045.2 or 24045.9 B&P
- ☐ Non-profit Corporation per Section 24045.4 and 24045.6 B&P
- ☐ Person conducting Estate Wine Sale per Section 24045.8 B&P
- ☐ Women's Educational and Charitable Organization per Section 24045.3 B&P
- ☐ Other Special Temporary License Per Section:

License #: Amount:

SECTION 2. EVENT DETAILS

Event Dates	Total # of Days	Hours of Alcoholic Beverage Sales, Service and/or consumption	Virtual Event (Mark Yes, if the event is 100% virtual)
11/8/25	1	7:00 AM To 1:00 PM	☐ Yes ☑ No

Event Address (Street #, name, and city)	Event Location Description (Jones Park, Pavilion A, etc.)	Location Within the City Limit
San Bernardino Ave (between Dearborn St & Wabash Ave)	Street	☑ Yes ☐ No

Event Type: ☐Barbeque ☐Dinner ☑Sporting Event ☐Birthday ☐Festival ☐Social Gathering ☐Concert ☐Lunch ☐Wedding ☐Carnival ☐Mixer ☐Other: ☐Dance ☐Picnic

Type of Entertainment: None

Event Open to Public: ☑ Yes ☐ No

Estimated Attendance	Security Guard	If Yes, how many	Outdoor Event
3,200	☑Yes ☐No	2	☑ Yes* ☐ No *If Yes, a diagram of the event area is required

REQUIRED

☑ By checking this box, you are certifying that you understand the requirements detailed in Business and Professions (B&P) Code Section 25682(c) which state that a nonprofit organization that has obtained a temporary daily license from the department must designate a person(s) to receive RBS training certification prior to the event, and that designated person(s) shall remain onsite for the duration of the event.

SECTION 3. CONTACT INFORMATION

Contact Person	Phone Number	Email Address
Joe Jurisic	213-926-6134	joe@brooksee.com

SECTION 4. SIGNATURES AND APPROVALS

I attest that I am authorized by the organization named above to make this application on its behalf.

Organization's Authorized Representative Name	Phone Number	Signature	Date Signed
Joe Jurisic	213-926-6134	Joe Jurisic	07/01/2025
Property Owner Approval By (Name) Required: Tabitha Crocker	Phone Number: 909.798 7655	Signature: Tabitha Crocker	Date Signed: 7/3/25
Law Enforcement Approval By (Name), If applicable: RYAN STEINHAUS	Phone Number: 909 647-8165	Signature	Date Signed: 7/8/25
District Office Approval By (Name)	Phone Number	ABC Employee Signature	Issuance Date

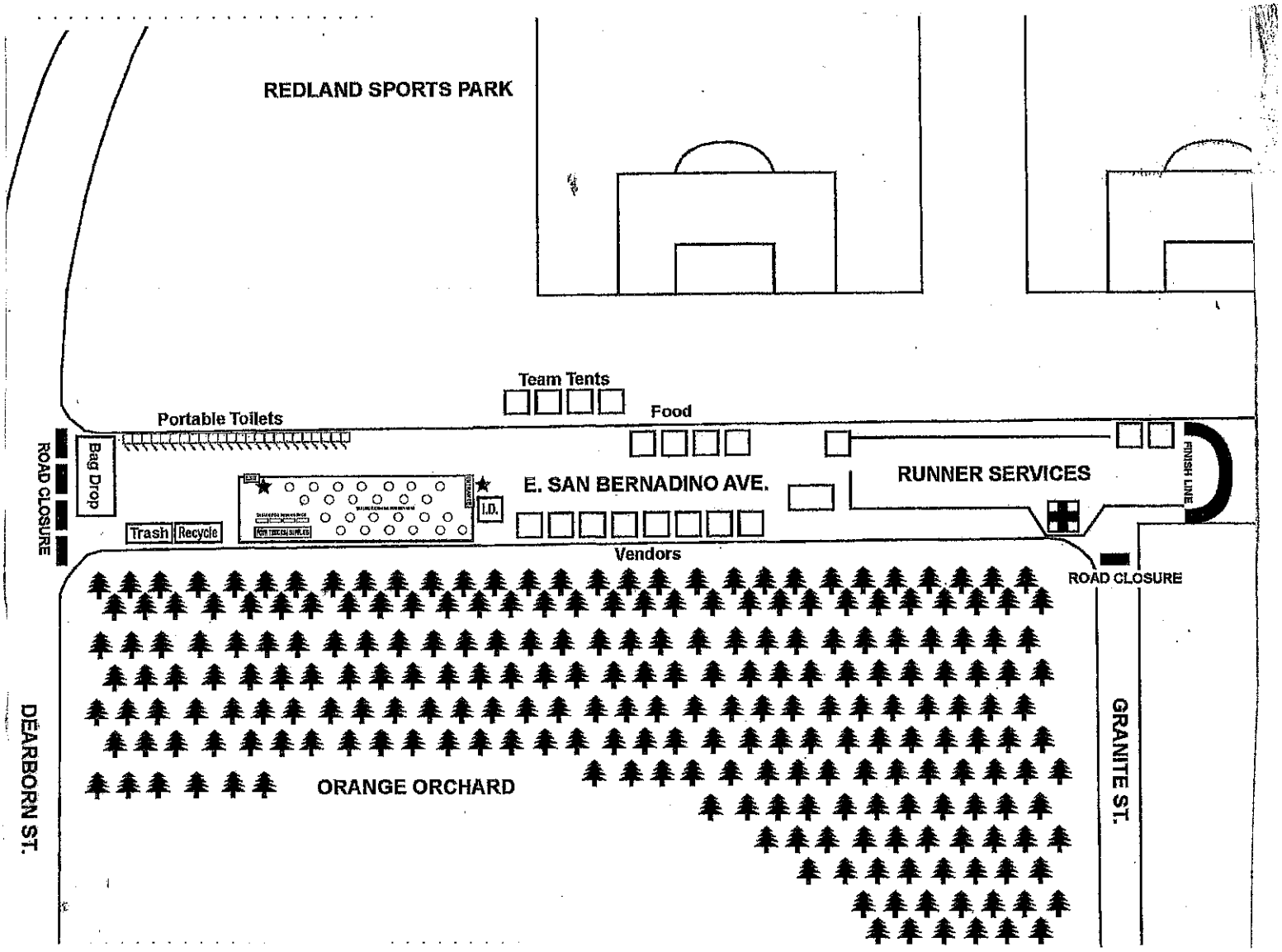
The above named organization is hereby licensed, pursuant to the California B&P Code Division 9 and California Code of Regulations, to engage in the temporary sale of alcoholic beverages for consumption at the abovenamed location for the period authorized above. B&P Code Section 25682(c) requires that a designated RBS-trained person(s) shall remain on site for the duration of the event. Failure to comply with this requirement will result in immediate cancellation of the permit. **This license may be revoked summarily by the Department if, in the opinion of the Department and/or the local law enforcement agency, it is necessary to protect the safety, welfare, health, peace and morals of the people of the State.**

SUPPLEMENTAL DIAGRAM

Instructions to Applicant:
Draw a sketch of the area on which the licensed premises is or will be located Show adjacent structures and nearest cross streets. *If this is an event for a daily license, catering authorization, event authorization or miscellaneous use, show the area where sales and consumption of alcoholic beverages will occur. Post a copy of this diagram with Daily License, Catering Authorization or Event Authorization where the event is held. Sales and consumption of alcoholic beverages must be confined to the area designated in the diagram and supervised to prevent violations of the Alcoholic Beverage Control Act.*

1. APPLICANT NAME (Last, first, middle)	2. LICENSE TYPE
Jurisic, Joe	Daily License
3. PREMISES ADDRESS (Street number and name, city, zip code)	**4. NEAREST CROSS STREET**
San Bernardino Ave (between Dearborn St & Wabash Ave)	Dearborn St & Granite St

DIAGRAM



I have read the above instructions and I declare under penalty of perjury that the above diagram is true and correct.

APPLICANT SIGNATURE	DATE SIGNED
Joe Jurisic	07/01/2025

FOR ABC USE ONLY

CERTIFIED CORRECT (Signature)	PRINTED NAME	INSPECTION DATE

ABC-253 (rev. 07/19)

Event: REVEL Big Bear Marathon Date: 11/8/25

PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

Permission to close a street for an event is subject to the following requirements:

1.	**Street Closure Diagram MUST be attached. (Failure to submit diagram will result in non-issuance of permit).**
2.	**Event Flyer or Event Description MUST be attached. (Failure to submit flyer or event description will result in non-issuance of permit).**
3.	**Applicant MUST provide insurance coverage per City's requirements (see reverse)**
4.	Written permission from all residents of the effected portion of the street MUST be attached.
5.	No tables or other objects shall be placed on the street surface.
6.	No alcohol shall be consumed on the street or City right-of-way outside of a permitted area.
7.	Temporary No Parking Signs and barricades shall be supplied and posted by City Staff
8.	Affected street(s) shall remain accessible for emergency vehicles and local traffic at all times.
9.	This permit pertains only to the closing of the street(s). This permit does not relate to the type of activity, noise, or any other aspect of the event. All other applicable and appropriate ordinances and laws apply.

Permission is hereby granted to: Brooksee / REVEL Race Series

To close (street names) San Bernardino Ave

Between (street names) Dearborn St & Wabash Ave

Day & date 11/7/25 **Event times -** from (time) 8:00 ☑ am ☐ pm to (time) 5:00 ☐ am ☑ pm

Address of Applicant: 374 S 671 W, Pleasant Grove, UT 84062 Phone No: 213-926-6134

Signature of Applicant: Joe Jurisic Applicant Name (print): Joe Jurisic

Condition(s); **set up & clean up time required:** Street closure from Fri 11/7 @ 8AM-Sat 11/8 @5PM

Setup: Fri 11/7, 8AM - 8PM. Event: Sat 6AM - 1PM. Tear Down: Sat 11/7 1:00 PM - 5:00 PM.

Event Description: Marathon and half marathon finish festival.

FOR OFFICE USE ONLY

This permit must be signed by the Chief of Police in order to be valid.

1. _____ Chief of Police — Date 7/15/25
2. _____ Municipal Utilities & Engineering Department — Date 7/22/25
3. _____ Facilities & Community Services Department — Date 7/11/25
4. _____ Risk Management Division — Date 7/22/25

Street Closure time: From 11/8 8 ☒ am ☐ pm To 11/8 5 ☐ am ☒ pm

Staff Notes:

EVENT COORDINATOR TO HIRE TRAFFIC CONTROL COMPANY TO PERFORM CLOSURE

City Council Meeting **I. 17.**

DATE: 10/07/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the use of city resources and the request for in-kind support in the amount of $21,301.00 related to the Veterans Day Parade event hosted by the Redlands Hometown Heroes Foundation on November 11, 2025; approve temporary street closures related to the event and the sale and consumption of alcoholic beverages; and determine that the event is categorically exempt from environmental review pursuant to Section 15311 (c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that staff's recommendations are appropriate, the following motions are provided:

1. I move that the City Council determine that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act;
2. I move to authorize the expenditure of city resources, in-kind support and temporary street closure related to this event; and
3. I move to authorize the sale and consumption of alcoholic beverages during the Veterans Day Parade to be held on November 11, 2025.

RECOMMENDATION:

Staff recommends that the City Council determine that authorization for the items associated with the Veterans Day Parade, scheduled on November 11, 2025, is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (CEQA). Staff further recommends that the City Council direct staff accordingly regarding the temporary street closures outlined in the staff report and the expenditure of city resources and in-kind support in the amount of $21,301.00, including costs for personnel, equipment, and related services.

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the city. Upon the issuance of a special event permit, the event may take place contingent on the event organizer paying the required fees. The City recognizes the value of partnering with non-profit agencies and organizations to provide services beneficial to the community. In an effort to support programs that provide a community benefit, the City Council will, from time to time, consider the authorization of in-kind support including the use of city equipment, staff, and facilities for special events.

The Redlands Hometown Heroes Foundation has reserved Jennie Davis Park on Tuesday, November 11, 2025, for the Redlands Veterans Day Celebration event to be held from 7:00 a.m. to 4:00 p.m. The Foundation is also requesting approval of rolling street closures on E. Citrus Ave., Church St., Eureka St., W. State St., Center St., and Redlands Blvd., and New York St for the parade as part of their event between the hours of 6:00 a.m. to 1:00 p.m.

Additionally, they are requesting in-kind support in the amount of $21,301.00 for departmental resources, including Police Personnel, and the reservation of Jennie Davis Park. The Redlands Hometown Heroes Foundation is a non-profit organization operating out of Redlands. The American Legion Post No. 106 is requesting permission to serve beer and wine at the event that will end no later than 4:00 p.m. The American Legion Post No.106 will be responsible for operating the proposed pouring station and for obtaining the Daily License to Serve Alcohol from the Office of Alcohol Beverage Control. The City Council's approval is necessary to authorize the consumption of alcohol for this event due to its location.

The City Council previously approved in-kind support of $20,703.00 for the Veterans Day Parade event in 2024. According to the submitted application, this event supports and honors local veterans, where attendees will purchase food and beverages from local vendors and the American Legion beer garden, which will have a positive impact on the City and will recognize and honor all local veterans. Per the application submitted, this event will draw in more than 1,700 attendees who will come into town and shop and eat locally.

The event is exempt from the requirements of the California Environmental Quality Act’s guidelines pursuant to Section 15311(c). Section 15311(c), accessory structures Class 11 facilities, consists of construction, or replacement of minor structure accessory to existing commercial, industrial, or institutional facilities, including placement of seasonal or temporary use items such as mobile food units, portable restrooms or similar items in generally the same locations from time to time in publicly owned parks or other facilities designed for public use.

ALTERNATIVES:

The City Council may elect to deny the request for in-kind support, deny the request for temporary street closure, deny the sale of alcohol during the event and direct staff accordingly.

STRATEGIC PLAN:

Priority A - Quality of Life, Beautification, Arts and Culture.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

REVIEWED BY:
Charles M. Duggan Jr., City Manager
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Jaclyn Ramirez, Administrative Assistant II

Fiscal Impact

Fiscal Year:	2025/26
Revenue Generating:	Y
Appropriation Required Y/N:	N
Amount:	$21,301.00
Budgeted Y/N:	N
Discussion:	

Please see the "Fiscal Impact" attachment for reference.

Attachments

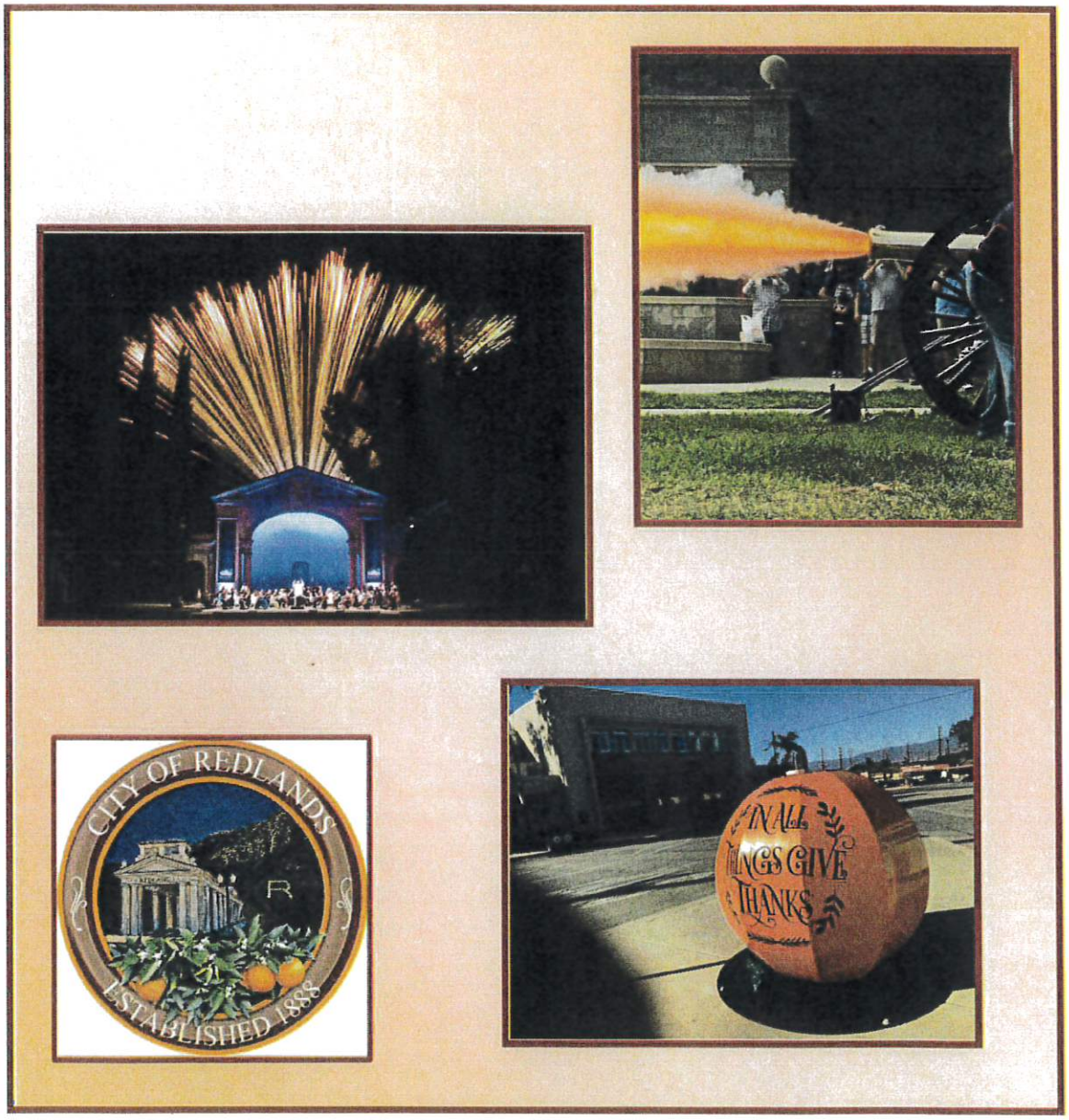
Special Event Packet
In-Kind Request
Event Route/Map
Verification of Non-Profit
ABC Permit
Street Closure Permit

Fiscal Impact

City of Redlands
35 Cajon Street, Ste. 222
Redlands, CA 92373
(909) 798-7655 ext 3

SPECIAL EVENTS PERMIT APPLICATION

EVENT: Redlands Veterans Day Celebration
ORGANIZER: Redlands Hometown Heroes Foundation
Date of Event: 11 / 11 / 2025
Date Submitted: 7 /30/ 25



NOTICE TO PERMIT APPLICANT

- Completed Special Event Permit Applications **must** be submitted to the Facilities & Community Services Department a **minimum of four (4) months prior** to the date the event is scheduled to begin.
- All forms in this application package that are relevant to your event must be complete and submitted together in order to be considered.
- Applicants must conform to all requirements for maintaining liability insurance.
- Incomplete applications or applications submitted past the deadline are subject to denial of request to hold event.

SUMMARY OF EVENT

Event Title Redlands Veterans Day Celebration

Description This celebration consists of a parade, starting at Redlands High Scool, and ending at Jennie Davis Park, followed by a ceremony and celebration in Jennie Davis Park. The celebration portion includes static vehicle displays, food vendors, and a beer garden, with live music. The ceremony will include dignitaries and honored veterans.

Date/Time 11/10/25 9:00 am Setup Beer Garden fencing

Setup	Date	11/10/25	Time	3:00 pm	Location(s) Citrus Ave/Redlands High
Event Starts	Date	11/11/25	Time	9:00 am	Location(s) Citrus Ave/Redlands High
Event Ends	Date	11/11/25	Time	4:00 pm	Location(s) Jennie Davis Park
Dismantle	Date	11/11/25	Time	4:00 pm	Location(s) Jennie Davis Park

*Submit a Site Plan for each venue listed

Anticipated Attendance: Total 1,500 Per Day

Anticipated Participants: Total 500 Per Day

CONTACTS Person(s) or Agent(s) responsible for and authorized to represent this event on all matters:

	Primary Contact:		Secondary Contact	
Name:	Ron Porres	714-323-7912	Mick Gallagher	(909) 708-9212
Address:	4400 M. 11 creekRD		1467 Smiley Heights Dr	
City, State, Zip	Mentone, CA	92359	Redlands, CA 92373	
Phone:	714-323-7912		gallaghersfte@aol.com	
Email:	rporresgmail.com			

Name of Organization: Redlands Hometown Heroes Foundation Is it Non-Profit? Yes

Tax I.D. #:

Yes	No	
x ◉	○	Is this an annual event? How many years have you been holding this event? 13
◉	○	Street Closure(s) requested? If yes, please complete Street Closure Permit Application and Barricade Rental Form in Appendix A
◉	○	Does this event involve a parade? Please complete Parade/Public Assemblies Permit Application form in Appendix A
◉	○	Will you be serving alcohol? If yes, please complete both Alcohol Permit forms in Appendix A
○	◉	Are you requesting use of the Prospect Park Sign? If yes, please complete the Sign Request form in Appendix A
○	◉	Are you requesting use of the City Stage? If yes, please complete the Show Mobile Rental form in Appendix A
◉	○	Vendor(s)? If yes please complete the Vendor List in Appendix A.

SITE PLAN

Your event site plan/route map should include but not be limited to:

- ❑ An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves a moving route of any kind, indicate the direction of travel and all street or lane closures.
- ❑ The location of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access.
- ❑ The provision of minimum twenty foot (20') emergency access lanes throughout the event venue.
- ❑ The location of first aid facilities and ambulances.
- ❑ The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, beer gardens, cooking areas, trash containers and dumpsters, and other temporary structures.
- ❑ A detail or close-up of the food booth and cooking area configuration including booth identification of all vendors cooking with flammable gases or barbecue grills
- ❑ Generator locations and/or source of electricity.
- ❑ Placement of vehicles and/or trailers.
- ❑ Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.
- ❑ Identification of all event components that meet accessibility standards.
- ❑ A parking and/or shuttle plan for events that are likely to exceed parking lot capacity of the space you are using.
- ❑ Other related event components not listed above.

TIMELINE

Please provide a narrative and timeline of your event. You may provide this information as an attachment if necessary.

HOUR	ACTION
11/08/25	Portable toilet drop-off Jennie Davis Park & RHS
11/10/25 9:00 am	Beer Garden Fencing set-up
11/10/25 3:00 pm	Parade staging set-up Citrus Avenue
11/11/25 6:00 am	Parade staging opens
11/11/25 6:30 am	Jennie Davis Park set-up
11/11/25 9:00 am	Parade Starts
11/11/25 10:45 am	Ceremony at Jennie Davis Park
11/11/25 4:00 pm	Park Clean-up

SECURITY PLAN

YES NO

☐ ☐ Have you hired a licensed professional security company to develop and manage your event's security plan? If yes, you are required to provide a copy of the security company's valid Private Patrol Operator's License issued by the State of California.

Security Organization _____

Address Street _____

City_____ State_____ Zip _____

Telephone Day_____ Evening_____ Fax _____ Pager/Cellular _____

Private Patrol Operator License# _____

Please describe your security plan including crowd control, internal security or venue safety, or attach the plan to this application. The Redlands Police Department is heavily involved in this event and has staff along the parade route and at Jennie Davis Park.

MEDICAL PLAN

Any event that has physical activity or is a race and has above 50 people requires amedical plan.

YES NO

☐ ☐ Have you hired a licensed professional emergency medical services provider to develop and manage your event's medical plan?

If yes, please list: _____

Medical Services Provider _____

Address Street _____

City_____ State _____ Zip _____

Telephone Day_____ Evening_____ Fax _____ Pager/Cellular _____

Please describe your medical plan including your communications plan, the number, certification levels (MD, RN, Paramedic, EMT) and types of resources that will be at your event and the manner in which they will be managed and deployed. Your plan should include hours of setup and dismantle of medical aid areas. You may attach the plan to this application if necessary.

The Redlands Police Department is heavily involved in this event and has staff along the parade route and at Jennie Davis Park. The Redlands Fire Department will be participating in the parade as well.

ACCESSIBILITY PLAN

This checklist is intended to serve as a planning guideline and may not be inclusive of all City, County, State and Federal access requirements. You may attach more detailed information if necessary.

YES NO

☒ ☐ Will there be a Clear Path of Travel throughout your event venue? Please describe _
Public areas which already meet accessibility standards

☐ ☒ Have you developed a Disabled Parking and/or Transportation Plan (including the use of public transportation or shuttle services) for your event? Please describe

☒ ☐ Will a minimum of 10% of portable rest rooms at your event be accessible? Please describe
Jennie Davis Park restrooms are ADA accessible

☒ ☐ Will all food, beverage and vending areas be accessible? Please describe
Yes, vending areas will be located on the grass at Jennie Davis Park

☒ ☐ Will all signage be provided in highly contrasting colors and placed so pedestrian flow will not obstruct its visibility? Please describe
Brightly colored "No Parking" signs along parade route

☐ ☒ If telephones are provided, will at least one telephone at each phone bank have a volume control and is hearing aid compatible? Please describe N/A

☐ ☒ If an information center is provided at your event will customer service representatives be available to assist disabled individuals? Please describe N/A

☐ ☒ If all areas of your event venue cannot be made accessible will maps or programs be made available to show the location of accessible rest rooms, parking, phones (if any), drinking fountains, and first aid stations? Please describe N/A

RESTROOM FACILITIES PLAN

You are required to provide portable rest room facilities at your event, unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event. Indicate on your timeline when portable toilets will be set up.

Yes No

☒ ☐ Do you plan to provide portable rest room facilities at your event?

If yes: Total number of portable toilets 4

If no: Please explain:

Rest Room Company Andy Gump

Address Street 26410 Summit Circle

City Santa Clarita State CA Zip 91350

Telephone Day (661) 251-7721 Evening Fax Pager/Cellular

LIST OF VENDORS

Please provide a list of vendors, what they are there for and their business license numbers. Keep in mind that this list of vendors cannot change after the event has been approved. All must have a Redlands business license in order to participate with your event. If you need more entries, please attach a list with the same information to your event package. Vendors include all businesses either performing a service or selling at your event. All food concessioners must meet the San Bernardino Counties Department of Public Health Food Handler's and Fire Suppression requirements.

Yes	No	
☒	☐	Will items or services be sold at your event?
☒	☐	Will you have some education only (not selling a product or service) booths?
☐	■	Will items or services sold at your event present unique liability issues (e.g. massage, etc.)?
☒	☐	Does your event include food concession and/or preparation areas?
☒	☐	Do you intend to cook food in the event area?

If yes, please specify method:

- ■ Gas
- ☐ Electric
- ☐ Charcoal
- ☐ Other (specify) _____

VENDOR	SERVICE THEY ARE PROVIDING	REDLANDS BUSINESS LICENSE NUMBER	EDUCATIONAL INFORMATION ONLY? (Y/N)
4-Tinos Mexican Food	Food	08114952	N
Dawgs 4 Dogs	Food	08133039	N
American Legion Post 106	Food & Alcohol	08100409	N

ENTERTAINMENT PLAN

YES NO

☒ ☐ Are there any musical entertainment features related to your event?

If yes, complete the following information or provide an attachment listing all bands/performers, type of music, sound check and performance schedule.

Number of Stages 1

Number of Performers/Bands 2

Performer/Band name and music type TBD - Patriotic and Rock

☒ ☐ Will sound checks be conducted prior to the event?

If yes, Start time 9:00 am Finish time 10:00 am

☒ ☐ Will sound amplification be used?

If yes, Start time 9:00 am Finish time 4:00 pm

☒ ☐ Do you plan to have a patron dance component to either live or recorded music at your event?

If yes, please describe Patrons may dance to the live music in the park

☒ ☐ Please describe the sound equipment that will be used for your event PA system

☐ ☒ Will inflatables, such as jumpers, or similar devices be used at your event?

If yes, please describe N/A

☐ ☒ Does your event include the use of fireworks, rockets, lasers, or other pyrotechnics?

If yes, please fill out a fireworks permit also located in this packet.

If yes, please describe N/A

☒ ☐ Will your event include the use of any signs, banners, decorations, or special lighting?

If yes, please describe American flags placed in and around Jennie Davis Park

☐ ☒ Will there be massage activities at your event? If yes, please describe

☐ ☒ Do your event plans include any, drawings or raffle opportunities?

If yes, please describe

ALCOHOL

Please Note: You will need to have your alcohol permit approved by Redlands city council prior to your event. A copy of your Alcohol license will be needed after city council approval, before the event.

Yes No

☑ ☐ Does your event involve the use of alcoholic beverages?

If yes, please check all that apply:

- ☐ Free/Host Alcohol
- ■ Alcohol Sales
- ☐ Host and Sale Alcohol
- ☐ Beer
- ■ Beer and Wine
- ☐ Beer, Wine and Distilled Spirits

Please describe your security plan to ensure the safe sale or distribution of alcohol at your event. Alcohol sale and consumption area is fenced and monitored by American Legion Post 106 Members to ensure purchase and consumption by only those patrons legally able to purchase and consume alcohol. Alcohol is served by American Legion Post bartenders who are trained and certified in Responsible Beverage Service as required by the State of California.

MITIGATION OF IMPACT

YES NO

☒ ☐ Have you met with the residents, businesses, places of worship, schools and other entities that may be directly impacted by your event? If yes, please attach a complete list of these entities.

If no, please explain Parade committee members walk parade route and distribute parade posters and programs and ensure all businesses are aware of street closures along route.

☒ ☐ Do you have a sample of the notice that you propose to distribute two weeks prior to your event? If yes, please attach.

If no, please explain

MARKETING AND PUBLIC RELATIONS

Yes No

☒ ☐ Will this event be marketed, promoted, or advertised in any manner?

f yes, please describe Event is promoted using social media as well as posters distributed to businesses along the parade route.

☐ ☒ Will there by live media coverage during the event?

f yes, please describe N/A

☐ ☒ Will media vehicles be parked within the event venue?

f yes, please describe safety plan N/A

☐ ☒ Do you have a plan to control or limit the placement and/or distribution of promotional signage, stickers, and other items?

f yes, please describe N/A

INSURANCE REQUIREMENTS

Regardless of the event you are required to have insurance that indemnifies the city of Redlands listing the location date and time.

Name of Insurance Agency DOXO Programs, LLC DBA R.V. Nuccio & Associates Insurance Brokers

Address Street 10148 Riverside Drive

City Toluca Lake State CA Zip 91602

Telephone Day 800-364-2433 Evening _____ Fax 818-980-1595 Pager/Cellular _____

Contact Name Joseph Guerrero

Policy Type Commercial/General Liability

Policy Amount $1,000,000.00

Policy Number UST022072230 NAEP1201196

AFFIDAVIT OF APPLICANT

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the Redlands Municipal Code and I understand that this application is made subject to the rules and regulations established by the City Council and/or the City Manager or the City Manager's designee. Applicant agrees to comply will all other requirements of the City, County, State, Federal Government, and any other applicable entity which may pertain to the use of the Event venue and the conduct of the Event. In the event that a possessory interest subject to property taxation is created by virtue of this use permit, I agree to pay all possessory interest taxes and the City shall not be liable for the payment of such taxes I further agree that the payment of any such taxes shall not reduce any consideration paid to the City pursuant to this use permit. I agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Redlands.

Print Name of Applicant/Host Organization Redlands Hometown Heroes Foundation

Title Parade Chairman, RON DORRES

Signature _____

Date 7/30/25

Print Name of Professional Event Organizer _____

Title _____

Signature _____

Date _____

City of Redlands

In-Kind Support Request

Event Name: Redlands Veterans Day Celebration

Event Date(s): 11/11/2025 **Location(s):** Multiple

Rain Out Date: None **Beginning Time:** 7AM **End Time:** 4PM

Describe Your Request:

This completed form with all supporting documentation shall be submitted a minimum of 60 days prior to the scheduled event. Additional information may be attached to this application form, as needed.

Annual Veterans Day Parade and Ceremony/Celebration at Jennie Davis Park

Select and Describe All City Provided Services That May Apply to Your Request :

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking*)
- [x] Police (*Public Safety Personnel*)
- [ ] Fire (*Paramedics, Inspectors*)
- [x] Parks *(Cleanup Personnel, Ball Field Lights)* Jennie Davis Park
- [ ] Facility

Refuse/Recycling *(Event Receptacles, Roll-Off Service)* acquired by Event Organizers through Redlands Customer Service

Section 13.65 of the Redlands Municipal Code requires that events that serve more than 2,000 individuals per day will be required to submit for review and approval a Large Venue Recycling Plan. The Quality of Life Department may require smaller events to comply with City recycling practices as a condition of waiving fees.

- [ ] Other

Group/Organization Name: Redlands Hometown Heroes Foundation

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:**

Does your Group/Organization Presently Have Liability Insurance? [ ] Yes [x] No

Please be advised that depending upon your request, you may be required to provide proof of insurance coverage in an amount determined by the City and naming the City as an additional insured.

Has your Group/Organization received fee waivers from the City in the past? Yes

Primary Contact Name & Title: Ron Dorres Parade Chairman

Mailing Address: PO Box 7709, Redlands, CA 92375

Phone Number: 714-323-7912 **E-Mail Address:** rdorres@gmail.com

As a part of our commitment to fiscal responsibility, the City of Redlands gathers data associated with the economic and social benefits associated with in-kind support. Please provide estimates, as applicable, for your event.

Positive outcomes for your organization from this

Honoring local veterans

Describe what economic benefit and impact this event will bring to the City:

Attendees will purchase food and beverages from local vendors and American Legion beer garden. Positive impact to the City for recognizing and honoring our local veterans.

In April 2002, the City Council adopted Resolution No. 6038, which encourages groups or organizations requesting in-kind support from the City to use local businesses when procuring goods and services associated with the event. Receipts will need to be submitted through a follow up form. Failure to submit post event documentation (within 15 days) may affect future requests.

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	1,500	1,500	3
Attendance: Non-Residents	200	200	
Food & Beverage Sales	$400	$400	
Merchandise Sales	0	0	
Ticket/Entrance Fees	$16,000	$16,000	
Other	Expenses: $14,000	Expenses: $14,000	
Total Revenue	$2,000	$2,000	

I certify that all statements on this application are true and complete to the best of my knowledge.

Signature: [signature] **Title:** PARADE CHAIRMAN

Please Print Your Name: RON DORRIES **Date:** 7/30/25

To Be Completed by the City of Redlands

Date Received: 07/30/2025 **Received By:** Jaclyn Ramirez

Notes:

City Manager Approval: City Council Approval:

CITY OF REDLANDS
VETERANS DAY PARADE ROUTE
Parade Route
Freeway
Freeway Ramp
Major Street
Minor Street
Private
Parks & Open Space
Schools
Buildings
Parcels
City of Redlands
0
750
1,500 Feet
REDLANDS "A City That Works"
CAMPUS AVE
COLLEGE AVE
STILLMAN AVE
CITRUS AVE
CHURCH ST
11TH ST
10TH ST
9TH ST
8TH ST
7TH ST
6TH ST
5TH ST
4TH ST
3RD ST
ORANGE ST
LOMBARD DR
OXFORD DR
POST ST
TRIBUNE ST
HERALD ST
ALTA ST
THE TERRACE
HIGH AVE
CENTRAL AVE
COLTON AVE
WASHINGTON ST
CLAY ST
OHIO ST
WEBSTER ST
COLUMBIA ST
CALHOUN ST
LAWTON ST
SUN AVE
UNION AVE
10 ON RAMP
10 FRWY
10 OFF RAMP
PEARL AVE
RUIZ ST
STUART AVE
ORIENTAL AVE
SHOPPERS LN
REDLANDS BLVD
REDLANDS MALL
VINE ST
EUREKA ST
OLIVE AVE
CLARK ST
ALVARADO ST
GRANT ST
PARKWOOD DR
MICHIGAN ST
NORMANDIE CT
KENDALL ST
SAN GORGONIO DR
BUENA VISTA ST
LINDA PL
GLENWOOD DR
CENTER ST
NORWOOD ST
BOND ST
MELBURY PL
TEXAS ST
STATE ST
CENTER PL
GRANADA CT
GLENN CT
CARLSON AVE
PARK AVE
TENNESSEE ST
10 TO 210 FRWY
210 TO 10 FRWY
LA PALOMA ST
MYRTLE ST
SONORA CIR
SONORA ST
LA VERNE ST
CAPRI LN
HIBISCUS DR
NORDINA ST
FERN AVE
CAJON ST

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAR 2 8 2018

REDLANDS HOMETOWN HEROES FOUNDATION
814 WEST COLTON AVENUE
REDLANDS, CA 92374-0000

Employer Identification Number:

DLN:
26053471004378
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
February 16, 2018
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

Sincerely,

stephen a. martin

Director, Exempt Organizations
Rulings and Agreements

Letter 947

Redlands Hometown Heroes Foundation

EIN: | Redlands, California, United States

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Determination Letter

A favorable determination letter is issued by the IRS if an organization meets the requirements for tax-exempt status under the Code section the organization applied.

Final Letter(s)

FinalLetter_82-_REDLANDSHOMETOWNHEROESFOUNDATION_03092018.tif [https://apps.irs.gov/pub/epostcard/dl/FinalLetter_82-_REDLANDSHOMETOWNHEROESFOUNDATION_03092018.tif]

Form 990-N (e-Postcard)

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than $50,000 fall into this category.

- **Tax Year 2024 Form 990-N (e-Postcard)**
- **Tax Year 2023 Form 990-N (e-Postcard)**

- Tax Year 2022 Form 990-N (e-Postcard)
- Tax Year 2021 Form 990-N (e-Postcard)
- Tax Year 2020 Form 990-N (e-Postcard)
- Tax Year 2019 Form 990-N (e-Postcard)
- Tax Year 2018 Form 990-N (e-Postcard)
- Tax Year 2017 Form 990-N (e-Postcard)

State of California — Department of Alcoholic Beverage Control

DAILY LICENSE APPLICATION

ABC USE ONLY		
License #	Receipt #	Fee $
Conditions Requested ☐ Yes ☐ No		Diagram Requested ☐ Yes ☐ No
License Type ☐ B & W ☐ General ☐ Special		

Complete all applicable items. Submit this application to your local ABC District Office with the required fee payable to ABC. To determine fee(s) due, visit https://www.abc.ca.gov/licensing/license-fees. Once the daily license is issued, fees cannot be refunded. Listing of ABC District Office is available at https://www.abc.ca.gov/contact/. Please visit https://www.abc.ca.gov/abc-221-instructions/ for further instructions.

SECTION 1. ORGANIZATION AND LICENSE TYPE INFORMATION

Organization Name	Tax ID
Redlands Hometown Heroes Foundation	
Organization Mailing Address: PO Box 7709, Redlands, CA 92375	

LICENSE TYPE

☑ Special Daily Beer and Wine
- ☐ Amateur Sports Organization
- ☑ Charitable
- ☐ Civic
- ☐ Cultural
- ☐ Fraternal
- ☐ Political
- ☐ Religious
- ☐ Social
- ☐ Other:

☐ Daily General
- ☐ Political Party/Affiliate Supporting Candidate for Public Office or Ballot Measure
- ☐ Organization Formed for Specific Charitable or Civic Purpose
- ☐ Fraternal Organization in Existence over Five Years with Regular Membership
- ☐ Religious Organization
- ☐ Vessel per Section 24045.10 B&P ($50.00)

☐ Special Temporary License
- ☐ Television Station per Section 24045.2 or 24045.9 B&P
- ☐ Non-profit Corporation per Section 24045.4 and 24045.6 B&P
- ☐ Person conducting Estate Wine Sale per Section 24045.8 B&P
- ☐ Women's Educational and Charitable Organization per Section 24045.3 B&P
- ☐ Other Special Temporary License Per Section:

License #: Amount:

SECTION 2. EVENT DETAILS

Event Dates	Total # of Days	Hours of Alcoholic Beverage Sales, Service and/or consumption	Virtual Event (Mark Yes, if the event is 100% virtual)
11/11/25	1	8:00 am To 4:00 pm	☐ Yes ☑ No

Event Address (Street #, name, and city)	Event Location Description (Jones Park, Pavilion A, etc.)	Location Within the City Limit
Redlands Blvd & New York Street	Redlands Jennie Davis Park	☑ Yes ☐ No

Event Type
☐ Barbeque ☐ Dinner ☐ Sporting Event
☐ Birthday ☐ Festival ☐ Social Gathering
☐ Concert ☐ Lunch ☐ Wedding
☐ Carnival ☐ Mixer ☐ Other:
☐ Dance ☑ Picnic

Type of Entertainment: Picnic in the Park

Event Open to Public: ☑ Yes ☐ No

Estimated Attendance	Security Guard If Yes, how many	Outdoor Event
1,000	☑ Yes ☐ No	☑ Yes* ☐ No *If Yes, a diagram of the event area is required

REQUIRED

☐ By checking this box, you are certifying that you understand the requirements detailed in Business and Professions (B&P) Code Section 25682(c) which state that a nonprofit organization that has obtained a temporary daily license from the department must designate a person(s) to receive RBS training certification prior to the event, and that designated person(s) shall remain onsite for the duration of the event.

SECTION 3. CONTACT INFORMATION

Contact Person	Phone Number	Email Address
Ron Jackson	(909) 800-0734	allstar069@aol.com

SECTION 4. SIGNATURES AND APPROVALS

I attest that I am authorized by the organization named above to make this application on its behalf.

Organization's Authorized Representative Name	Phone Number	Signature	Date Signed
Ron Jackson	(909) 800-0734	Ron Jackson	7-30-25
Property Owner Approval By (Name) Required: Tabitha Crockes	Phone Number: 909.798 7655	Signature: Tabitha Crockes	Date Signed: 8/4/25
Law Enforcement Approval By (Name), If applicable: Ryan Steinbeck	Phone Number: 909 335 4766	Signature	Date Signed: 8/12/25
District Office Approval By (Name)	Phone Number	ABC Employee Signature	Issuance Date

The above named organization is hereby licensed, pursuant to the California B&P Code Division 9 and California Code of Regulations, to engage in the temporary sale of alcoholic beverages for consumption at the abovenamed location for the period authorized above. B&P Code Section 25682(c) requires that a designated RBS-trained person(s) shall remain on site for the duration of the event. Failure to comply with this requirement will result in immediate cancellation of the permit. **This license may be revoked summarily by the Department if, in the opinion of the Department and/or the local law enforcement agency, it is necessary to protect the safety, welfare, health, peace and morals of the people of the State.**

Department of Alcoholic Beverage Control

State of California
Gavin Newsom, Governor

SUPPLEMENTAL DIAGRAM

Instructions to Applicant:
Draw a sketch of the area on which the licensed premises is or will be located Show adjacent structures and nearest cross streets. *If this is an event for a daily license, catering authorization, event authorization or miscellaneous use, show the area where sales and consumption of alcoholic beverages will occur. Post a copy of this diagram with Daily License, Catering Authorization or Event Authorization where the event is held. Sales and consumption of alcoholic beverages must be confined to the area designated in the diagram and supervised to prevent violations of the Alcoholic Beverage Control Act.*

CHARITABLE

1. APPLICANT NAME (Last, first, middle)	2. LICENSE TYPE
REDLANDS HOMETOWN HEROES FOUNDATION	CHARITABLE
3. PREMISES ADDRESS (Street number and name, city, zip code)	4. NEAREST CROSS STREET
NEW YORK & REDLANDS BLVD (@ CORNER) 923 W. REDLANDS BLVD	NEW YORK

DIAGRAM

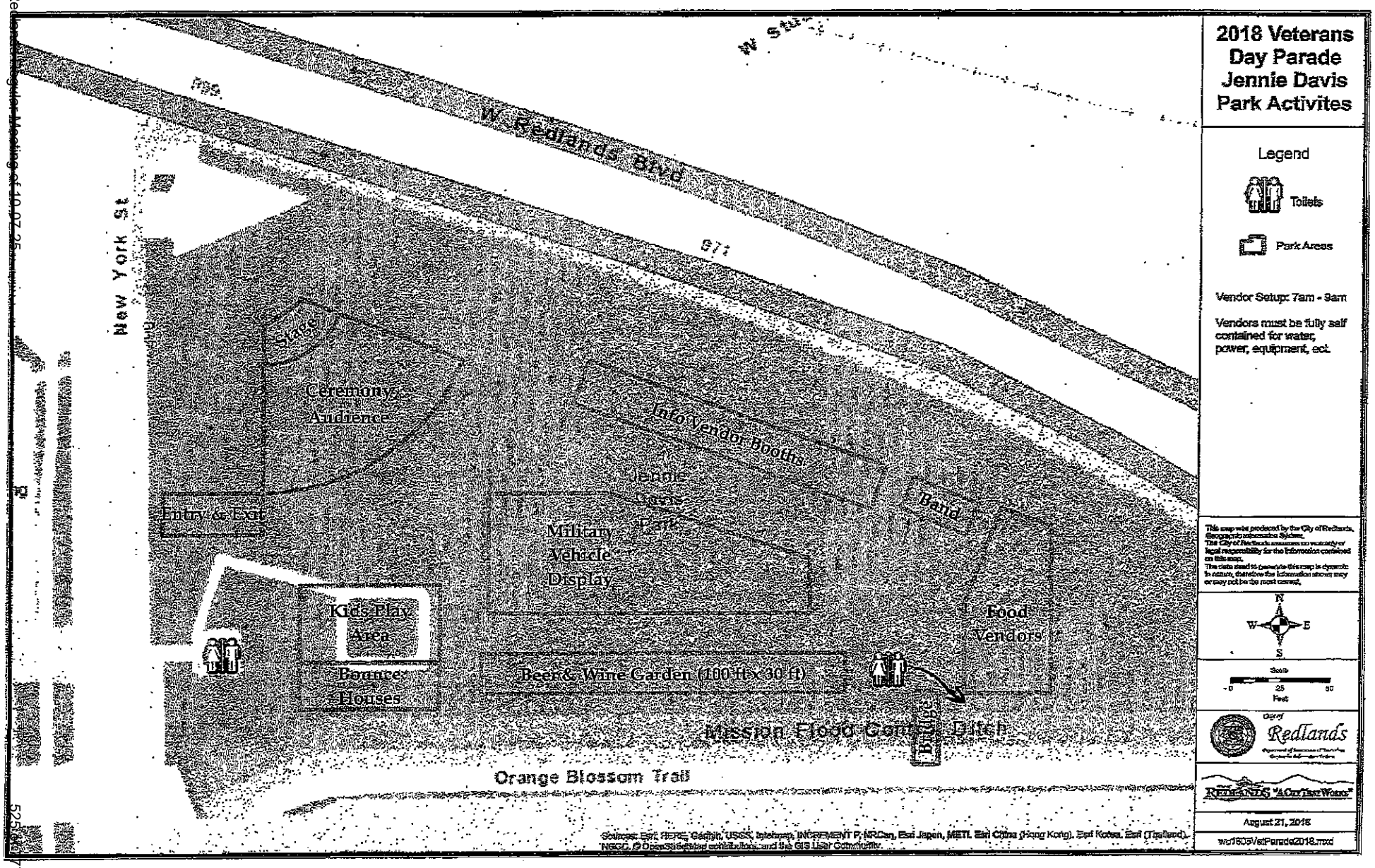
I have read the above instructions and I declare under penalty of perjury that the above diagram is true and correct.

APPLICANT SIGNATURE	DATE SIGNED
Ron Jackson	7-30-25

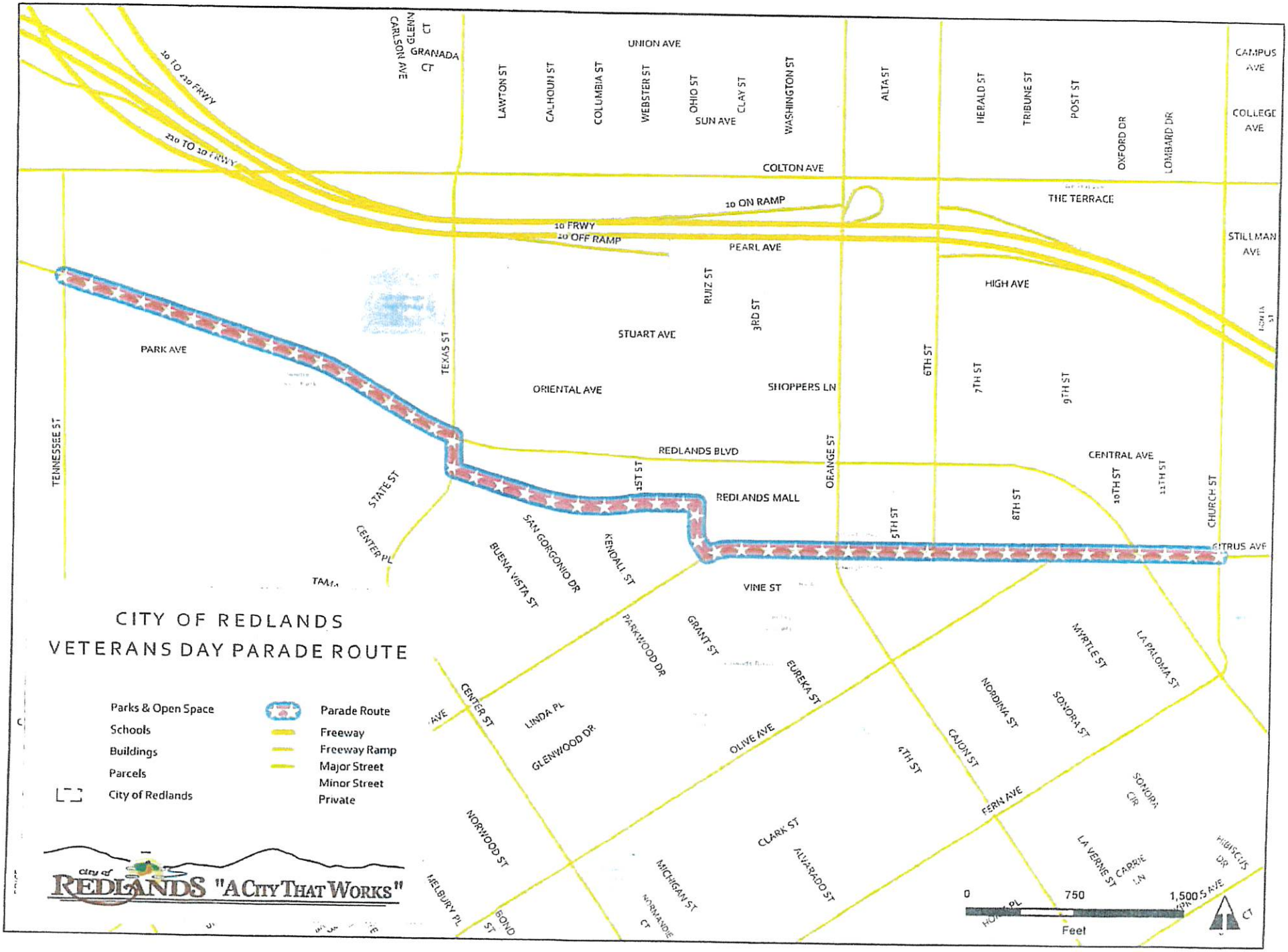
FOR ABC USE ONLY

CERTIFIED CORRECT (Signature)	PRINTED NAME	INSPECTION DATE

ABC-253 (rev. 07/19)



Redlands City Council Meeting of 10-07-25


CITY OF REDLANDS
VETERANS DAY PARADE ROUTE
Parks & Open Space
Schools
Buildings
Parcels
City of Redlands
Parade Route
Freeway
Freeway Ramp
Major Street
Minor Street
Private
City of REDLANDS "A City That Works"
0
750
1,500
Feet
10 TO 210 FRWY
210 TO 10 FRWY
10 ON RAMP
10 FRWY
10 OFF RAMP
UNION AVE
COLTON AVE
PEARL AVE
STUART AVE
ORIENTAL AVE
REDLANDS BLVD
REDLANDS MALL
VINE ST
OLIVE AVE
FERN AVE
CLARK ST
NORWOOD ST
CENTER ST
PARK AVE
TENNESSEE ST
STATE ST
TEXAS ST
LAWTON ST
CALHOUN ST
COLUMBIA ST
WEBSTER ST
OHIO ST
CLAY ST
WASHINGTON ST
SUN AVE
ALTA ST
HERALD ST
TRIBUNE ST
POST ST
OXFORD DR
LOMBARD DR
CAMPUS AVE
COLLEGE AVE
THE TERRACE
STILLMAN AVE
HIGH AVE
RUIZ ST
3RD ST
6TH ST
7TH ST
9TH ST
SHOPPERS LN
ORANGE ST
1ST ST
5TH ST
8TH ST
10TH ST
11TH ST
CHURCH ST
CENTRAL AVE
CITRUS AVE
BUENA VISTA ST
SAN GORGONIO DR
KENDALL ST
PARKWOOD DR
GRANT ST
EUREKA ST
4TH ST
MYRTLE ST
LA PALOMA ST
NORDINA ST
SONORA ST
CAJON ST
SONORA CIR
LA VERNE ST
CARRIE LN
HIBISCUS DR
CLARK ST
ALVARADO ST
MICHIGAN ST
NORMANDIE CT
MELBURY PL
BOND ST
LINDA PL
GLENWOOD DR
CARLSON AVE
GLENN CT
GRANADA CT

Event: Veterans Day Parade Date: 11/11/25

PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

Permission to close a street for an event is subject to the following requirements:

1.	**Street Closure Diagram MUST be attached. (Failure to submit diagram will result in non-issuance of permit).**
2.	**Event Flyer or Event Description MUST be attached. (Failure to submit flyer or event description will result in non-issuance of permit).**
3.	**Applicant MUST provide insurance coverage per City's requirements (see reverse)**
4.	Written permission from all residents of the effected portion of the street MUST be attached.
5.	No tables or other objects shall be placed on the street surface.
6.	No alcohol shall be consumed on the street or City right-of-way outside of a permitted area.
7.	Temporary No Parking Signs and barricades shall be supplied and posted by City Staff
8.	Affected street(s) shall remain accessible for emergency vehicles and local traffic at all times.
9.	This permit pertains only to the closing of the street(s). This permit does not relate to the type of activity, noise, or any other aspect of the event. All other applicable and appropriate ordinances and laws apply.

Permission is hereby granted to: Redlands Hometown Heroes Foundation

To close (street names) Citrus Ave, S Church St, Eureka St, State St, Center St, Redlands Blvd, New York St

Between (street names) Citrus Ave (between University & Eureka); S Church St (Citrus & Redlands Blvd); Eureka St (Citrus & Redlands Blvd); State St (Eureka & Center); SEE BELOW*

Day & date 11/11/25 **Event times -** from (time) 7:00 ☑ am ☐ pm to (time) 12:00 ☐ am ☑ pm

Address of Applicant: PO Box 7709 Redlands, CA 92375 Phone No: 714-323-7912

Signature of Applicant: [signature] Applicant Name (print): Ron Dorres

Condition(s);**set up & clean up time required:** 7:00 AM SET UP / 12 PM CLEAN UP

Event Description: Veterans Day Parade

*Between Cont: Center (State & Redlands Blvd); New York @ Redlands Blvd

FOR OFFICE USE ONLY

This permit must be signed by the Chief of Police in order to be valid.

1. [signature] Chief of Police — Date 8/12/2025
2. [signature] Municipal Utilities & Engineering Department — Date 8/14/25
3. [signature] Facilities & Community Services Department — Date 8/1/25
4. [signature] Risk Management Division — Date 8/14/25

Street Closure time: From 6 ☒ am ☐ pm To 1 ☐ am ☒ pm

Staff Notes:

In anticipation of the City Council's consideration of this request, staff has compiled the following table outlining costs related to fees established by Resolution of the City Council and departmental charges pertaining to personnel and equipment resources necessary for the support of the event. The departmental charges are costs outside of normal City operations that would not be incurred by the City if the special event was not taking place.

Departmental Charges (Personnel & Equipment)	**2025-2026 Amount**	**Type**	**2024-2025 Amount**
Police Personnel[1]	$19,951.00	Hard Cost	$19,353.00
Fire Personnel[1]	$0.00	Hard Cost	$0.00
Facilities & Community Services Personnel[1]	$1,350.00	Hard Cost	$1,350.00
Personnel & Equipment Subtotal	**$21,301.00**		$20,703.00
Fees Established by City Council Resolution			
Park Reservation	$0.00	Soft Cost	$0.00
FCS Equipment	$0.00	Soft Cost	$0.00
Fire Equipment	$0.00	Soft Cost	$0.00
Fees Subtotal	**$0.00**		**$0.00**
Total Departmental Charges and Fees	**$0.00**		$0.00
	$21,301.00 **$0.00** **$21,301.00**	Hard Cost Soft Cost Total	**$20,703.00** **$0.00** **$20,703.00**

[1]*Personnel costs are calculated conservatively assuming the highest staff cost scenario. Actual costs may vary on the day of the event based on the actual staff present. Actual costs will be confirmed following the event and will be included in a reconciliation report presented to the City Council.*

The following table summarizes the total estimated costs associated with the use of City resources and waiver of fees approved for events scheduled during Fiscal Year 2025-26 to date:

TABLE 2: FY 2025-26 Fee Waivers to date

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$100,803.12	$7,710.00	$0.00	$108,513.12	$108,513.12

City Council Meeting **I. 18.**

DATE: 10/07/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the use of city resources and the request for in-kind support of $900.00 related to the Resident Expo hosted by the Redlands Visitor Center on November 8, 2025; approve temporary street closures related to the event; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that the staff's recommendations are appropriate, the following motions are provided:

1. I move that the City Council determine that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act; and
2. I move to authorize the expenditure of city resources, in-kind support, and temporary street closure related to this event.

RECOMMENDATION:

Staff recommends that the City Council determine that authorization for the items associated with the Resident Expo Event, scheduled for November 8, 2025, is exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act (CEQA). Staff further recommends that the City Council direct staff accordingly regarding the temporary street closures outlined in the staff report and the expenditure of city resources and in-kind support in the amount of $900.00, including costs for personnel, equipment, and related services.

DISCUSSION:

The Facilities and Community Services Department manages the administration and issuance of permits for special events held in public areas of the City. Upon the issuance of a special event permit, the event may take place contingent on the event organizer paying the required fees. The City recognizes the value of partnering with non-profit agencies and organizations to provide services beneficial to the community. In an effort to support programs that provide a community benefit, the City Council will, from time to time, consider the authorization of in-kind support, including the use of city equipment, staff, and facilities for special events.

The non-profit organization, Redlands Visitor Center, has hosted other events in Redlands and is requesting to hold the Resident's Expo event on Saturday, November 8th. The Redlands Visitor Center is a 501(c) organization that intends to use this event as a tool for residents to be able to speak to local contractors, plumbers, and all home-related trades.

The City Council has approved commercial activity within a city street for non-profit events in the past. Therefore, the Council's approval is needed for this request. Should the City Council elect to approve the event, the following conditions of approval will apply: the event will be held on Fifth Street from Citrus Street and State Street on November 8, 2025; all commercial vendors shall have a current City of Redlands business license to participate in the event; and the event shall comply with all County of San Bernardino Health Department regulations.

This year marks the fourth annual event organized by the Redlands Visitor Center, which brings together more than 200 residents in the heart of downtown Redlands. The primary goal of this gathering is to foster connections between local businesses and homeowners as well as community members, while generating increased support and economic benefit for businesses operating within the City of Redlands. To facilitate the festivities, the applicant requests the temporary closure of Fifth Street, from E. State Street to Citrus Avenue, between the hours of 7:00 a.m. and 3:00 p.m.

The event is exempt from the requirements of the California Environmental Quality Act's guidelines pursuant to Section 15311(c). Section 15311(c), accessory structures Class 11 facilities, consists of the construction, or replacement of minor structure accessory to existing commercial, industrial, or institutional facilities, including placement of seasonal or temporary use items such as mobile food units, portable restrooms or similar items in generally the same locations from time to time in publicly owned parks or other facilities designed for public use.

ALTERNATIVES:

The City Council may elect to deny the request for in-kind support, deny the request for temporary street closure and direct staff accordingly.

STRATEGIC PLAN:

Priority A - Quality of Life, Beautification, Arts and Culture.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director

REVIEWED BY:
Charles M. Duggan Jr., City Manager
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Jaclyn Ramirez, Administrative Assistant II

Fiscal Impact

Fiscal Year:	FY 2025/26
Revenue Generating:	Y
Appropriation Required Y/N:	N
Amount:	$900.00
Budgeted Y/N:	N
Discussion:	

Please see the "Fiscal Impact" attachment for reference.

Attachments

Street Closure Permit
Event Map
Verification of Non-Profit
In-Kind Request
Fiscal Impact

Event: Resident Expo Date: 11/08/2025

PERMIT TO CLOSE STREET FOR SOCIAL EVENT(S)

Permission to close a street for an event is subject to the following requirements:

1.	**Street Closure Diagram MUST be attached. (Failure to submit diagram will result in non-issuance of permit).**
2.	**Event Flyer or Event Description MUST be attached. (Failure to submit flyer or event description will result in non-issuance of permit).**
3.	**Applicant MUST provide insurance coverage per City's requirements (see reverse)**
4.	Written permission from all residents of the effected portion of the street MUST be attached.
5.	No tables or other objects shall be placed on the street surface.
6.	No alcohol shall be consumed on the street or City right-of-way outside of a permitted area.
7.	Temporary No Parking Signs and barricades shall be supplied and posted by City Staff
8.	Affected street(s) shall remain accessible for emergency vehicles and local traffic at all times.
9.	This permit pertains only to the closing of the street(s). This permit does not relate to the type of activity, noise, or any other aspect of the event. All other applicable and appropriate ordinances and laws apply.

Permission is hereby granted to: Redlands Visitor Center

To close (street names) Fifth Street

Between (street names) Citrus & State Street

Day & date 11/08/25 **Event times -** from (time) 9 ☑ am ☐ pm to (time) 1 ☐ am ☑ pm

Address of Applicant: 14 N. Fifth Street Redlands Ca 92373 Phone No: 909.721.1399

Signature of Applicant: _____ Applicant Name (print): Deborah Ohara

Condition(s); **set up & clean up time required**: 8am-2pm

Event Description: Resident resource fair for home owners and renters.

FOR OFFICE USE ONLY

This permit must be signed by the Chief of Police in order to be valid.

1. _____ Chief of Police — Date 4/16/2025
2. _____ Municipal Utilities & Engineering Department — Date 4/14/25
3. _____ Facilities & Community Services Department — Date 4/14/2025
4. _____ Risk Management Division — Date 5/1/25

Street Closure time: From 7 ☒ am ☐ pm To 3 ☐ am ☒ pm

Staff Notes:

CITY STAFF WILL ERECT & REMOVE STREET CLOSURE.


Citrus Ave
restroom inside Center
RVC
5th Street
Citrus Ave
State Street
7th Street
6th Street
Ed Hale Park
5th Street
Parking Lot
Redlands Visitor Center
Resident Expo
2025
Redlands Blvd
tables
barricade

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

Date:
12/13/2021
Employer ID number:

Person to contact:
Name: Harold J Fodor
ID number: 31675
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
February 3, 2020
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053593004921

REDLANDS VISITOR CENTER
14 NORTH 5TH STREET
REDLANDS, CA 92373

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 947 (Rev. 2-2020)
Catalog Number 35152P

City of Redlands

In-Kind Support Request

Event Name: Resident Expo

Event Date(s): 11/08/2025 (jac) **Location(s):** Fifth Street

Rain Out Date: NA **Beginning Time:** **End Time:**

Describe Your Request:

This completed form with all supporting documentation shall be submitted a minimum of 60 days prior to the scheduled event. Additional information may be attached to this application form, as needed.

We are setting up 40 banquet tables for resident related vendors and an area for DIY home projects.

Select and Describe All City Provided Services That May Apply to Your Request :

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* barriers
- [ ] Police (*Public Safety Personnel)*
- [ ] Fire (*Paramedics, Inspectors)*
- [ ] Parks *(Cleanup Personnel, Ball Field Lights)*
- [ ] Facility

Refuse/Recycling *(Event Receptacles, Roll-Off Service)* acquired by Event Organizers through Redlands Customer Service

Section 13.65 of the Redlands Municipal Code requires that events that serve more than 2,000 individuals per day will be required to submit for review and approval a Large Venue Recycling Plan. The Quality of Life Department may require smaller events to comply with City recycling practices as a condition of waiving fees.

- [x] Other Barriers on 5th at: Citrus alley access, and State st.

Group/Organization Name: Redlands Visitor Center

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:**

Does your Group/Organization Presently Have Liability Insurance? [x] Yes [ ] No

Please be advised that depending upon your request, you may be required to provide proof of insurance coverage in an amount determined by the City and naming the City as an additional insured.

Has your Group/Organization received fee waivers from the City in the past? Yes

Primary Contact Name & Title: Deborah Ohara President

Mailing Address: 14 N. Fifth Street Redlands Ca 92373

Phone Number: 909.721.1399 **E-Mail Address:** deborah@RedlandsVisitorCent

As a part of our commitment to fiscal responsibility, the City of Redlands gathers data associated with the economic and social benefits associated with in-kind support. Please provide estimates, as applicable, for your event.

Positive outcomes for your organization from this

Residents were able to speak to contractors, plumbers, and all home related trades.

Describe what economic benefit and impact this event will bring to the City:

All vendors reside in Redlands and all taxes collected from their services.

In April 2002, the City Council adopted Resolution No. 6038, which encourages groups or organizations requesting in-kind support from the City to use local businesses when procuring goods and services associated with the event. Receipts will need to be submitted through a follow up form. Failure to submit post event documentation (within 15 days) may affect future requests.

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	75-125	65	40
Attendance: Non-Residents	25	20	0
Food & Beverage Sales	0	0	0
Merchandise Sales	0	0	0
Ticket/Entrance Fees	0	0	0
Other			
Total Revenue	0		

I certify that all statements on this application are true and complete to the best of my knowledge.

Signature: [signature] **Title:** Board President

Please Print Your Name: Deborah Ohara **Date:** 10/11/25

To Be Completed by the City of Redlands

Date Received: 04/03/2025 **Received By:** Jaclyn. Ramirez

Notes:

City Manager Approval: City Council Approval:

In anticipation of the City Council's consideration of this request, staff has compiled the following table outlining costs related to fees established by Resolution of the City Council and departmental charges pertaining to personnel and equipment resources necessary for the support of the event. The departmental charges are costs outside of normal City operations that would not be incurred by the City if the special event was not taking place.

Departmental Charges (Personnel & Equipment)	**2024-2025 Amount**	**Type**	**2023-2024 Amount**
Police Personnel[1]	$0.00	Hard Cost	$0.00
Fire Personnel[1]	$0.00	Hard Cost	$0.00
Facilities & Community Services Personnel[1]	$900.00	Hard Cost	$0.00
Personnel & Equipment Subtotal	**$900.00**		$0.00
Fees Established by City Council Resolution			
Park Reservation	$0.00	Soft Cost	$0.00
FCS Equipment	$0.00	Soft Cost	$0.00
Fire Equipment	$0.00	Soft Cost	$0.00
Fees Subtotal	**$0.00**		**$0.00**
Total Departmental Charges and Fees	**$0.00**		$0.00
	$900.00 **$0.00** **$900.00**	Hard Cost Soft Cost Total	**$0.00** **$0.00** **$0.00**

[1]*Personnel costs are calculated conservatively assuming the highest staff cost scenario. Actual costs may vary on the day of the event based on the actual staff present. Actual costs will be confirmed following the event and will be included in a reconciliation report presented to the City Council.*

The following table summarizes the total estimated costs associated with the use of City resources and waiver of fees approved for events scheduled during Fiscal Year 2024-25 to date:

TABLE 2: FY 2024-25 Fee Waivers to date

Hard Costs	**Soft Costs**	**Deposits Refunded**	**Waiver Amount**	**Net Amount**
$400,250.30	$34,877.30	$0.00	$435,125.00	$435,125.00

City Council Meeting **J. 1.**

DATE: 10/07/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action relating to the cancellation of the January 6, 2026, regular meeting of the City Council (Mayor Saucedo)

MOTION:

I move to approve the cancellation of the January 6, 2026, regular meeting of the City Council.

DISCUSSION:

With City Council concurrence, I recommend the cancellation of the January 6, 2026, City Council meeting in light of the December holiday closure. The next regular meeting will be held on January 20, 2026.

SUBMITTED BY:
Mayor Mario Saucedo

City Council Meeting **J. 2.**

DATE: 10/07/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action relating to Paramedics Parcel Assessment and Analysis
(Management Services/Finance Director Garcia)

MOTION(S):

I move to direct staff accordingly.

RECOMMENDATION:

Staff recommends Council provide direction accordingly.

DISCUSSION:

At its September 16, 2025 meeting, the City Council directed staff to evaluate whether the cost of providing paramedic services warrants a proposal to increase the existing Paramedic Parcel Tax. This report presents the results of that preliminary analysis, and outlines potential next steps should the Council wish to proceed.

As previously discussed, the Paramedic Parcel Assessment (Tax) was originally established in 1982 and renewed by voters in 1985 to fund the City's paramedic services. The tax is levied based on parcel type, size, and designated land use.

While the Paramedic Parcel Assessment remains a stable revenue source, recent expenditure trends have prompted questions about whether costs are beginning to exceed revenues. This additional analysis is intended to clarify accounting and budgeting practices that may have complicated the way paramedic service costs have appeared in prior reports.

The transfers from the General Fund to the Emergency Medical Services (EMS) Fund (205) reflect accounting allocations for firefighter/paramedic personnel

rather than a structural subsidy, and do not in themselves indicate a funding shortfall. Firefighter/paramedic salaries are booked in full within the EMS fund (sometimes referred to as the Paramedics Fund), even though these positions also perform fire suppression duties (a General Fund activity). The resulting figures can overstate the appearance of program costs relative to tax revenues.

In response to Council's request, this report provides updated information on the cost of providing paramedic services vis-à-vis the revenue collected from the Paramedics Parcel Tax.

Current paramedic program expenses include personnel (e.g., paramedic pay incentive for firefighter rank through captain rank, EMS Coordinator and Medical Director), required medications and equipment, and clinical consumables / patient care supplies (i.e., bandages, syringes, etc.).

Paramedics Services - FY 2025 Costs

Cost Category	**Amount**
EMS Coordinator	$203,495
Medical Director	$18,000
Paramedic Incentive	$898,825
Recertifications	$9,940
Equipment & Supplies	$145,740
Total Costs	$1,276,000

Revenue in this category is collected from each non-vacant parcel within City limits. The City Council authorizes this levy every summer for placement on the tax roll for the ensuing fiscal year. The County Assessor's office collects this and all other property-related charges from property owners and remits corresponding amounts to the City directly through the special assessment process. As of the City's most recent request to add the paramedics tax to the County's tax roll for FY 2025-2026, there were 21,242 parcels upon which this levy was added. Vacant and irrigated parcels are excluded from this assessment.

Paramedics Services — Fiscal Year 2025 Analysis

Program Costs	**Program Revenue**	**Variance**
$1,276,000	$1,146,200	+$129,800

As vacant land is developed, the parcel tax base grows. This is largely how revenue generated from the tax has been able to somewhat keep pace with the growth in costs of the paramedic program and is likely to contribute additional incremental revenue in the future.

At this time, the observed variance of $129,800 can be managed within existing General Fund appropriations while staff can continue to periodically assess the costs of the paramedic program every 3 to 5 years.

However, if the Council wishes to pursue a revision to the tax structure, staff recommend the following preliminary steps prior to placing a measure on the 2026 ballot:

1. Cost of Service Analysis: Engage a consultant to peer-review the cost-of-service analysis that was developed in-house. Estimated cost: $15,000 to $35,000.
2. Voter Research and Public Outreach: conduct a professional voter survey and outreach campaign to gauge support for a ballot measure to increase the Tax. Estimated starting cost: $55,000.

Because parcel taxes require a two-thirds majority approval, rigorous polling and targeted voter education are essential to achieving passage.

The modest revenue shortfall is manageable within the General Fund. However, staff seek Council direction on whether to continue exploring this or any of the other revenue-related proposals previously discussed.

If directed to proceed, staff will return with a detailed work plan, timeline, and funding strategy for Council consideration.

ALTERNATIVES:

The Council may choose to reject, modify or table this item.

STRATEGIC PLAN:

Priority D: Fiscal Sustainability

SUBMITTED BY:
Danielle Garcia, Management Services/Finance Director

REVIEWED BY:
Charles M. Duggan Jr., City Manager
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Rich Sessler, Fire Chief

Fiscal Impact

Fiscal Year: FY 2026

Discussion:

There is no fiscal impact as a result of providing further direction to staff. Any expenditures will be authorized in advance, either through existing appropriations or additional appropriations approved by Council.

City Council Meeting **K. 1.**

DATE: 10/07/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Public Hearing to consider Resolution Nos. 8722 and 8723, and determine that adoption of Resolution Nos. 8722 and 8723 are not subject to environmental review pursuant to Section 15061 (b)(3) of the California Environmental Quality Act
(Mayor to declare the meeting open as a public hearing)

a. Resolution No. 8722 - Calling a special election on the question of levying special taxes within the territory to be annexed to Community Facilities District No. 2004-1; and

b. Resolution No. 8723 - Declaring results of the special election of Annexation No. 28 to Community Facilities District No. 2004-1

(Development Services Department Director Desatnik)

PROCEDURE FOR PUBLIC HEARING:

1. Mayor opens public hearing.
2. Mayor asks City Clerk if notice of the hearing has been published and mailed as required by law.
3. Mayor calls for report from the development services department with regard to the annual levy of special taxes within the annexing territory to pay costs of the maintenance of street trees within the street right-of-way adjacent to Tract Map No. 20473, and any other public services authorized by the act.
4. Mayor asks if anyone wishes to file a protest or speak regarding the proposed annexation.
5. Mayor asks if City Clerk agrees to hold the special election within the annexing territory on October 7, 2025.
6. Mayor closes public hearing.
7. The City Council may adopt the following resolution: resolution of the City Council of the City of Redlands calling special election and submitting to the qualified electors of territory proposed to be annexed to community facilities district No. 2004-1 of the City of Redlands the question of levying

special taxes within that territory (Annexation No. 28).
8. City Clerk conducts special election and announces results of canvass of votes cast.
9. The City Council may adopt the following resolution: resolution of the City Council of the City of Redlands declaring the results of the special election for community facilities district No. 2004-1 of the City of Redlands on the proposition of the annual levy of special taxes within the territory proposed to be annexed to said community facilities district to pay the costs of certain services to be provided by the community facilities district, determining that the territory proposed to be annexed is added to and part of said community facilities district with full legal effect, and ordering the recording of a map of the boundaries of said community facilities district including the territory annexed thereto (Annexation No. 28).

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motions are provided:

1. I move that adoption of Resolution Nos. 8722 and 8723 are not subject to environmental review pursuant to Section 15061 (b)(3) of the California Environmental Quality Act, as the adoption of these Resolutions does not have the potential to cause a significant effect on the environment.

2. I move City Council approve Resolution No. 8722.

   Mayor to request City Clerk to conduct Special Election and announce results of canvass of votes cast; and

3. I move City Council approve Resolution No. 8723.

RECOMMENDATION:

Staff recommends the Mayor conduct the annexation proceeding in accordance with the above "Mayor's Agenda" and City Council adopt Resolution Nos. 8722 and 8723.

DISCUSSION:

On September 2, 2025, City Council approved Resolution No. 8712 to commence with the annexation proceedings for KL LB Buy 2, LLC and Tri Pointe Homes IE-SD, Inc., Tract Map No. 20473, to Community Facilities District No. 2004-1 (CFD) for the purposes of performing maintenance of street trees within the street right-of-way adjacent to Tract Map No 20473, and any other public services authorized by the act. Additionally, at that meeting, a public hearing

was set for October 7, 2025, regarding the annexation of approximately 37.87 acres of land located at the southwest corner of San Bernardino Avenue and Wabash Avenue. At the conclusion of the public hearing, City Council will consider adopting Resolution No. 8722 scheduling a special election within the territory to be annexed. Resolution No. 8722 schedules the special election for October 7, 2025, immediately following the public hearing.

KL LB Buy 2, LLC and Tri Pointe Homes IE-SD, Inc., requested the annexation of its property into the CFD and delivered to the City Clerk written waivers consenting to the special election being conducted by the City Clerk on October 7, 2025. The City Clerk consented to conduct the special election on that date.

Immediately following the adoption of Resolution No. 8722, the property owners will deliver voted ballots to the City Clerk. The City Clerk will then canvass the voted ballot(s) and report the results of the election to the Council. The Council will then consider the adoption of Resolution No. 8723, declaring the results of the election which will complete the annexation of the property to the Community Facilities District.

The adoption of Resolution Nos. 8722 and 8723 are not subject to environmental review pursuant to Section 15061 (b)(3) of the California Environmental Quality Act, as the adoption of these Resolutions does not have the potential to cause a significant effect on the environment.

CFD 2004-1 has had multiple annexations in the past 21 years which are listed in Attachment "M".

ALTERNATIVES:

The Council may choose to deny the request to annex property into CFD No. 2004-1; however, another funding source for the maintenance of street trees will need to be identified.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Brian Desatnik, Development Services Department Director

RECOMMENDED BY:
Charles M. Duggan, Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager

Christopher Boatman, Assistant City Manager

PREPARED BY:
Donald P. Young, One Stop Permit Center Manager

Fiscal Impact

Budgeted Y/N: NA

Discussion:

There is no fiscal impact to the City as all costs for this annexation are borne by the property owner.

Appropriation Required Y/N: No

Discussion:

There is no fiscal impact to the City as all costs for this annexation are borne by the property owner.

Attachments

Attachment A - Reso. 8712 (ROI)
Attachment B - Ballot Pamphlet
Attachment C - Official Ballot, KL LB Buy 2, LLC
Attachment D - Official Ballot, Tri Pointe Homes IE-SD, LLC
Attachment E - Aerial Map
Attachment F - Reso. 8722 Calling Special Election
Attachment G - Reso. 8723 Declaring Results of Election
Attachment H - Notice of Public Hearing
Attachment I - Boundary Map
Attachment J- Affidavit
Attachment K - Waiver, KL LB Buy 2, LLC and Tri Pointe Homes IE-SD, LLC
Attachment L- Registrar of Voters Annex 28
Attachment M - Annexation List

RESOLUTION NO. 8712

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS AND ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED THERETO (ANNEXATION NO. 28)

WHEREAS, the City Council (the "City Council") of the City of Redlands (the "City") has established Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District") for the purpose of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property; and

WHEREAS, it is necessary that certain parcels of property be annexed to the Community Facilities District in order that they may be developed and receive the benefit of services which will be financed by the annual levy of special taxes on said property sufficient to pay the costs of such services and costs incidental thereto; and

WHEREAS, the current Rate and Method of Apportionment of Special Tax (the "Rate and Method") set forth in Exhibit "B" hereto, requires that Special Tax for all parcels increase annually in accordance with the Los Angeles-Riverside-Orange County Consumer Price Index (the "LRO Index"); and

WHEREAS, the LRO Index no longer exists and has been replaced by the Riverside-San Bernardino-Ontario Consumer Price Index (the "RSO Index"); and

WHEREAS, it is necessary for the Rate and Method to be modified to reference the RSO Index, as the LRO Index no longer exists; and

WHEREAS, the City Council is authorized by Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the "Mello-Roos Community Facilities Act of 1982," to annex territory to the Community Facilities District by complying with the procedures set forth in said Article 3.5;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are hereby incorporated into this resolution.

Section 2. Name of District. The name of the existing Community Facilities District is "Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California."

Section 3. Amendment of Rate and Method. The reference to the "Los Angeles-Riverside-Orange County" Consumer Price Index in Section C of the Rate and Method is hereby replaced with the "Riverside-San Bernardino-Ontario Consumer Price Index." No other portion of the Rate and Method shall be amended.

Section 4. Intention. The City Council declares its intention to conduct proceedings pursuant to said Article 3.5 for the annexation to the Community Facilities District of the territory described in Exhibit "A" attached hereto. The City Council determines that the public convenience and necessity require that such territory be annexed to the Community Facilities District.

Section 5. Description of Territory Proposed To Be Annexed; Annexation Map. The territory which is included in the existing Community Facilities District is described on the map of the Community Facilities District recorded on May 18, 2004 in Book 76 of Maps of Assessment and Community Facilities Districts, page 94, and as Instrument No 2004-0347327 in the official records of the County of San Bernardino. The territory proposed to be annexed to the Community Facilities District is described in Exhibit "A" attached hereto and by this reference made a part hereof. Such territory is also shown and described on the map thereof entitled "Annexation Map No. 28, Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California," which is on file with the City Clerk (the "Annexation Map") and is incorporated herein by this reference.

Section 6. Types of Services; Incidental Expenses; Plan for Providing Services. The services to be provided and financed by the existing Community Facilities District include the maintenance of landscaping within the Community Facilities District, including but not limited to, parkways, open space areas, citrus groves, firebreaks, medians and street trees and the associated maintenance of bushes, shrubs and ground cover. Annexation No 28 is proposed to provide maintenance of, including but not limited to, street trees and landscaping within the street right-of-way adjacent to Tract Map No. 20473, and any other public services authorized by the Mello-Roos Community Facilities Act of 1982, in the area of the Annexation No. 28 property and the Community Facilities District. The Community Facilities District shall also finance costs associated with the determination of the amount of and the levy and collection of special taxes which are levied to provide such services and costs otherwise incurred in order to carry out its authorized purposes. The services described above shall be provided, as needed, throughout the Community Facilities District and the territory proposed to be annexed thereto for the benefit of all owners of property and residents of the Community Facilities District and the territory proposed to be annexed thereto. All owners of taxable parcels of property within the Community Facilities District and the territory proposed to be annexed thereto shall pay special taxes at the same rate to finance the annual cost of providing such services. The services to be provided and financed by the Community Facilities District, as previously described, are necessary to meet increased demands placed upon the City as a result of development occurring within the Community Facilities District and the territory proposed to be annexed thereto.

Section 7. Special Taxes. Except where funds are otherwise available, special taxes sufficient to pay the costs of the services described in Section 6 above and the annual administrative expenses of the City and the Community Facilities District in determining, apportioning, levying and collecting such special taxes, shall be annually levied within the territory

proposed to be annexed to the Community Facilities District. Pursuant to Section 53340 of the California Government Code, the special taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. The rates and method of apportionment of said special taxes shall be as set forth in Exhibit "B" attached hereto and by this reference made a part hereof. The property within the territory proposed to be annexed shall be assigned at the rate set forth for Special Tax Rate Category C as set forth in Exhibit "B" attached hereto and for Fiscal Year 2025-26, and each Fiscal Year thereafter, assessed at the rate set forth in Table 2 in Exhibit "B" attached hereto, subject to annual increases beginning in Fiscal Year 2026-27 by the greater of 2% or the percentage increase in the Consumer Price Index as determined pursuant to the method of apportioning such special taxes set forth in said Exhibit "B". No alteration of the special tax rates to be levied in the existing Community Facilities District, and established annexations, will result from the proposed annexation. The maximum special tax rate in the existing community facilities district, and established annexations, may not be increased as a result of this proceeding to annex property to the Community Facilities District.

Section 8. Adoption of Annexation Map. Pursuant to Section 3110.5 of the Streets and Highways Code, the City Council adopts the Annexation Map as the map of the area proposed to be annexed to the Community Facilities District. Pursuant to Section 3111 of said Code, the City Clerk shall file the original of the Annexation Map in her office and shall file a copy of the Annexation Map with the County Recorder of the County of San Bernardino no later than 15 days prior to the date of the hearing specified in Section 9 hereof.

Section 9. Hearing. A public hearing on the proposed annexation of said territory to the Community Facilities District shall be held at 6:00 p.m., or as soon thereafter as the matter may be heard, on October 7, 2025 in the Council Chambers at the City of Redlands Civic Center, 35 Cajon Street, Redlands, California, 92373.

Section 10. Notice. The City Clerk shall publish a notice of the time and place of said hearing as required by Section 53322 of the California Government Code, and shall also give notice of the hearing by first class mail to each registered voter and landowner within the territory proposed to be annexed to the Community Facilities District as prescribed by Section 53339.4 of said Code. Said notice shall be published at least seven (7) days and mailed at least fifteen (15) days before the date of the hearing and shall contain the information required by said Section 53339.4.

Section 11. Description of Voting Procedures. The voting procedures to be followed in conducting the election on the proposition with respect to the levy of special taxes within the territory proposed to be annexed to the Community Facilities District to shall be as follows:

(a) If, for each of the 90 days preceding the close of the public or protest hearing (hereinafter referred to as the "protest hearing") at least 12 persons are registered to vote within the territory proposed to be annexed to the Community Facilities District, the election shall be conducted by the City Clerk, and shall be held on a date selected by the City Council in conformance with the provisions of Section 53326 of the California Government Code ("Section 53326") and pursuant to the applicable provisions of law

regulating elections of the City, insofar as they may be applicable, and pursuant to Section 53326 the ballots for the election shall be distributed to the qualified electors of the territory proposed to be annexed to the Community Facilities District by mail with return postage prepaid and the election shall be conducted as a mail ballot election.

(b) If at the time of the close of the protest hearing, and for at least the preceding 90 days, less than 12 persons have been registered to vote within the territory proposed to be annexed to the Community Facilities District, and pursuant to Section 53326, the vote is therefore to be by the landowners of that territory, with each landowner of record at the close of the protest hearing having one vote for each acre or portion of an acre of land that he or she owns, the election shall be conducted by the City Clerk as follows:

(1) The election shall be held on the earliest date following the conclusion of the protest hearing upon which it can be held pursuant to Section 53326 which may be selected by the City Council, or such earlier date as the owners of land within the territory proposed to be annexed to the Community Facilities District and the City Clerk agree and concur is acceptable.

(2) Pursuant to Section 53326, the election may be held earlier than 90 days following the close of the protest hearing if the qualified electors of the territory proposed to be annexed to the Community Facilities District waive the time limits for conducting the election set forth in Section 53326 by unanimous written consent and the City Clerk concurs in such earlier election date as shall be consented to by the qualified electors.

(3) Pursuant to Section 53326, ballots for the election shall be distributed to the qualified electors by the City Clerk by mail with return postage prepaid or by personal service.

(4) Pursuant to applicable provisions of law regulating elections of the City which govern the conduct of mail ballot elections, and Division 4 (commencing with Section 4000) of the California Elections Code with respect to elections conducted by mail, the City Clerk shall mail or deliver to each qualified elector an official ballot in a form specified by the City Council in the resolution calling the election, and shall also mail or deliver to all such qualified electors a ballot pamphlet and instructions to voter, including a sample ballot identical in form to the official ballot but identified as a sample ballot, a statement pursuant to Section 9401 of the said Code, an impartial analysis by the City Attorney pursuant to Section 9280 of the said Code with respect to the ballot proposition contained in the official ballot, ballot arguments and rebuttals, if any, pursuant to Sections 9281 to 9287, inclusive, of said Code, a return identification envelope with prepaid postage thereon addressed to the City Clerk for the return of voted official ballots, and a copy of this resolution; provided, however, that such statement, analysis and arguments may be waived with the unanimous consent of all the landowners of the territory proposed to be annexed to the Community Facilities District and shall be so stated in the resolution adopted by the City Council calling the election.

(5) The official ballot to be mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter, and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner-voter is other than a natural person, that he or she is an officer of or other person affiliated with the landowner-voter entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter, that in voting such official ballot it was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the proposition set forth in the official ballot as marked thereon in the voting square opposite such proposition, and further certifying as to the acreage of the landowner-voter's land ownership within the territory proposed to be annexed to the Community Facilities District.

(6) The return identification envelope delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of said declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the City Clerk.

(7) The information-to-voter form to be mailed or delivered by the City Clerk to the landowner-voters shall inform them that the official ballots shall be returned to the City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by 5:00 o'clock p.m. on the date of the election.

(8) Upon receipt of the return identification envelopes which are returned prior to the voting deadline on the date of the election, the City Clerk shall canvass the votes cast in the election, and shall file a statement with the City Council at its next regular meeting regarding the results of such canvass and the election.

The procedures set forth in this section for conducting the election may be modified as the City Council may determine to be necessary or desirable by a resolution subsequently adopted by the City Council.

ADOPTED, SIGNED AND APPROVED this 2nd day of September, 2025.

Mario Saucedo, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council of said City at a regular meeting thereof held on the 2nd of September, 2025 by the following vote:

AYES:	Councilmembers Barich, Davis, Shaw; Mayor Saucedo
NOES:	None
ABSENT:	Councilmember Tejeda
ABSTAINED:	None

Jeanne Donaldson, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
ANNEXATION NO. 28 TO
COMMUNITY FACILITIES DISTRICT NO. 2004-1
CITY OF REDLANDS, COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

The property located in the City of Redlands, County of San Bernardino, State of California identified by San Bernardino County Assessor's Parcel No.: 0168-132-05-0000.

EXHIBIT "B"

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
COMMUNITY FACILITIES DISTRICT NO. 2004-1
OF THE CITY OF REDLANDS

A Special Tax (the "Special Tax") shall be levied on and collected from each Parcel of Taxable Property (defined below) in Community Facilities District No. 2004-1 (the "District"), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2004, in an amount determined by the City Council of the City of Redlands, acting in its capacity, as the legislative body of the District (hereinafter as the "Council"), by applying the rate and method of apportionment set forth below. All of the real property in the District, unless exempted by law or by the provisions herein, shall be taxed for the purposes, to the extent, and in the manner provided herein.

A. DEFINITIONS

"Additional Maintenance" means the maintenance of landscaping for Parcels assigned to a Special Tax Rate Category in addition to the Basic Maintenance, including, but not limited to, the maintenance of significant open space, citrus groves, and firebreaks and extensive medians and parkways.

"Additional Maintenance Rate Per Benefit Unit" means the Special Tax Rate per Benefit Unit that will be levied in any Fiscal Year on Parcels of Taxable Property assigned to a Special Tax Rate Category to pay the cost of Additional Maintenance, if any, for such Parcels, including, but not limited to, the City's administrative costs in levying and collecting the Special Tax and managing and administering the Additional Maintenance in such Fiscal Year.

"Basic Maintenance" means the normal maintenance of basic landscaping within the District, including, but not limited to, parkways, open space areas, medians and street trees and the associated maintenance of bushes, shrubs and ground cover.

"Base Rate Per Benefit Unit" means the Special Tax Rate per Benefit Unit that will be levied in any Fiscal Year on all Parcels of Taxable Property in the District to pay the estimated cost of the Basic Maintenance, including, but not limited to, the City's administrative costs in levying and collecting the Special Tax and managing and administering the Basic Maintenance in such Fiscal Year.

"Benefit Unit" means a Single-family residential lot or dwelling unit or the equivalent. Commercial property is assigned Benefit Units based on acreage with the basis being four (4) Benefit Units per acre, consistent with the average residential density in the City. Industrial Property is assigned Benefit Units based on acreage with the basis being two (2) Benefit Units per acre. Multi-family property is assigned 60 percent of one Benefit Unit per dwelling unit and Religious Property is assigned two (2) Benefit Units per acre.

"City" means the City of Redlands.

"Council" has the meaning set forth in the preamble.

"Commercial Property" means any Parcel that is used for the purpose of selling, distributing or furnishing a product or service.

"Development" means any approved development and/or improvement of property resulting in the recordation of a final map or the issuance of a building permit.

"District" has the meaning set forth in the preamble.

"Exempt Property" means property that is exempt from the levy of the Special Tax, including all publicly owned or dedicated property, sliver parcels, common lots, open space and any other property that cannot be developed.

"Fiscal Year" means the period from and including July 1st of any year to and including the following June 30th.

"Industrial Property" means any Parcel that is used for the purpose of manufacturing a product.

"Land Use Category" means any of the categories contained in Table 1 to which Parcels of Taxable Property are assigned consistent with the land use approvals that have been received or proposed for the Parcel as of March 1 preceding the beginning of a Fiscal Year.

"Maximum Special Tax Rate(s)" means the Maximum Special Tax Rate(s) per Benefit Unit for Parcels in all Special Tax Rate Categories that can be levied by the Council in any Fiscal Year as determined pursuant to Section C. The Maximum Special Tax Rates per Benefit Unit for Parcels in all Special Tax Rate Categories, including the Base Rate Per Benefit Unit and the Additional Maintenance Rate Per Benefit Unit, as set forth in Table 2, shall be increased by the percentage increase in the Consumer Price Index (All Items) for Los Angeles – Riverside – Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or by two percent (2%), whichever is greater, on July 1, 2005 for Fiscal Year 2005-06 and on each subsequent July 1 for the Fiscal Year then commencing.

"Multi-family Residential Property" means any Parcel of residential property that consists of a building or buildings comprised of attached residential units available for rental, but not purchase, by the general public and under common ownership and/or management.

"Parcel" means a lot or Parcel of land that is identified by an Assessor's Parcel Number in the Tax Assessment Roll of the County Assessor of the County of San Bernardino.

"Religious Property" means any Parcel used as a place of worship or for other religious activities.

"Single-family Residential Property" means any Parcel of residential property that is or will be improved with a building comprised of attached or detached residential units available for purchase or rent by the general public.

"Special Tax(es)" means the Special Tax to be levied in each Fiscal Year on each Parcel of Taxable Property.

"Special Tax Rate Category" means any of the categories identified in Table 2 to which Parcels of Taxable Property in a Development are assigned based on the cost of the Basic Maintenance and the cost of the Additional Maintenance, if any, which will be provided to such Parcels.

"Taxable Property" means Parcels that are not Exempt Property.

B. ASSIGNMENT TO LAND USE CATEGORY

Parcels of Taxable Property in a Development shall be assigned to the appropriate Land Use Category contained in Table 1. Such Parcels shall also be assigned to the appropriate Special Tax Rate Category contained in Table 2, based on the estimated cost for providing the Additional Maintenance, if any, to the Development. The Special Tax shall be levied upon and collected from each such Parcel for each Fiscal Year based on the Benefit Units which are assigned to the Parcel as a result of its assignment to the appropriate Land Use Category and Special Tax Rate Category, as provided in Sections C and D.

TABLE 1
Land Use Category

Land Use Category	Description	Benefit Unit(s)
1	Single-family Residential	One (1) / Residence
2	Commercial	Five (5) / Acre
3	Industrial	Two (2) / Acre
4	Multi-family Residential	Six tenths (0.6) / Residential Unit
5	Religious Property	Two (2) / Acre

C. MAXIMUM SPECIAL TAX RATES

The Maximum Special Tax Rate per Benefit Unit for each Parcel for each Fiscal Year shall be the total of the Base Rate Per Benefit Unit plus the Additional Maintenance Rate Per Benefit Unit for the Special Tax Rate Category to which the Parcel is assigned. For Fiscal Year 2004-05 the Base Rate Per Benefit Unit and the Additional Maintenance Rate Per Benefit Unit for each Special Tax Category shall be the amounts set forth in Table 2 for such Special Tax Rate Category. The Base Rates Per Benefit Unit and the Additional Maintenance Rates Per Benefit Unit for all Parcels in all Special Tax Rate Categories shall be increased by the percentage increase in the Consumer Price Index (All Items) for Los Angeles – Riverside – Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or by two percent (2%), whichever is greater, on July 1, 2005 for Fiscal Year 2005-06 and on each subsequent July 1 for the Fiscal Year then commencing.

TABLE 2
Maximum Special Tax Rates

Special Tax Rate Category	Maximum Rates Per Benefit Unit	
	Base Rate	Additional Maintenance Rate
A	$250	$0
B	$250	$100
C	$250	$200
D	$250	$300
E	$250	$400
F	$250	$500
G	$250	$600
H	$250	$700
I	$250	$800
J	$250	$900
K	$250	$1,000
L	$250	$1,100
M	$250	$1,200
N	$250	$1,300
O	$250	$1,400
P	$250	$1,500
Q	$250	$1,600
R	$250	$1,700
S	$250	$1,800
T	$250	$1,900
U	$250	$2,000
V	$250	$2,100
W	$250	$2,200
X	$250	$2,300
Y	$250	$2,400
Z	$250	$2,500

The Parcels which are to be included in the District at the time of its formation and which are identified in Table 3 shall be assigned to the Land Use Category and the Special Tax Rate Category specified in Table 3.

TABLE 3
Assignment to Land Use Category
and Special Tax Rate Category

Tract No.	Land Use Category	Special Tax Rate Category
16408	One (1)	K

D. METHOD OF APPORTIONMENT AND LEVY OF ANNUAL SPECIAL TAX

For each Fiscal Year, commencing with Fiscal Year 2004-05, the Council shall (a) determine the cost of providing the Basic Maintenance in the District and the amount of the Base Rate Per Benefit Unit to be levied on Parcels of Taxable Property in the District to pay the cost of the Basic Maintenance; (b) determine the cost of providing the Additional Maintenance, if any, for each Special Tax Rate Category, as then applicable, and the amount of the Additional Maintenance Rate Per Benefit Unit, if any, to be levied on Parcels of Taxable Property in each Special Tax Rate Category to pay the cost the Additional Maintenance therefor; and (c) levy the Special Tax on all Parcels of Taxable Property in each Special Tax Rate Category, as then applicable. The amount of the Special Tax to be levied on any Parcel of Taxable Property in any Fiscal Year shall be determined by multiplying the Benefit Units for the Parcel, depending on the Land Use Category to which it is assigned, by the Base Rate Per Benefit Unit and the Additional Maintenance Rate Per Benefit Unit, if any, determined pursuant to clauses (a) and (b) above, for the Special Tax Rate Category to which the Parcel is assigned.

No Special Tax shall be levied on property which, at the time of adoption of the Resolution of Formation for the District, is Exempt Property.

E. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to the District from time to time. As each annexation is proposed, an analysis will be prepared to determine the types and area of landscaping to be maintained, *i.e.,* Basic Maintenance and/or Additional Maintenance, if any, and the estimated annual cost of providing the Additional Maintenance, if any, to the property. Based on this analysis, the property to be annexed will be assigned to the appropriate Special Tax Rate Category contained in Table 2.

COMMUNITY FACILITIES DISTRICT NO. 2004-1
OF THE CITY OF REDLANDS,
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
(ANNEXATION NO. 28)

(Special Election With Respect to Annual
Levy of Special Taxes to Be Levied Within
Territory Proposed to Be Annexed to the
Community Facilities District)

October 7, 2025

Ballot Pamphlet
and
Instructions to Voter

Dear Voter:

The City Council of the City of Redlands has called a special election within territory proposed to be annexed to Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California. This is an all-mailed ballot landowner election. The ballots are being mailed to the persons or entities listed on the County Assessor's latest equalized assessment roll as updated based on more current information available to the City of Redlands.

YOU WILL RECEIVE ONE BALLOT FOR EACH GROUP OF PARCELS LISTED UNDER AN IDENTICAL NAME AND ADDRESS. The ballots will be distributed based on the names and addresses designated on the assessment roll or obtained from such other information. Any parcels with a common name and address were combined for voting purposes. Each qualified voter has been issued one ballot which entitles that voter to vote his or her total acreage of land. Each ballot is allotted a specified number of votes depending on acreage. Each acre or portion thereof is worth one vote.

Please note that your ballot must be received by the City Clerk of the City of Redlands not later than 5:00 p.m., October 7, 2025. A POSTMARK DATE IS NOT ACCEPTABLE. You must use the enclosed envelope for mailing your ballot, or your ballot may be delivered in the envelope, to the office of the City Clerk of the City of Redlands, located at 35 Cajon Street, Suite 4, Redlands, California 92373.

Contained in this Ballot Pamphlet and Instructions to Voter are Instructions to Landowner Voter, a Sample Ballot, and a copy of Resolution No. 8712 of the City Council of the City of Redlands.

If you have any questions, please contact us at (909) 798-7531.

Very truly yours,

Jeanne Donaldson
City Clerk
City of Redlands

INSTRUCTIONS TO LANDOWNER VOTER

HOW TO VOTE YOUR BALLOT

Vote your official ballot by placing a cross (+ or X) in the voting square opposite your choice with a pen or pencil, and by completing, dating and signing the certificate attached thereto.

SPOILING YOUR BALLOT

If you tear your ballot or make an error in voting you may secure another by surrendering the ballot you spoiled, in person or by mail at the address below, or by executing an affidavit to the effect that you lost your ballot, and you will be given another ballot.

RETURNING YOUR BALLOT

Enclose your ballot in the Identification Envelope provided. Supply ALL information requested on the Identification Envelope.

LAST DAY TO RETURN TO CITY CLERK OF THE CITY OF REDLANDS

Your ballot must be returned to the City Clerk of the City of Redlands not later than 5:00 p.m. on October 7, 2025, for it to be counted. YOUR BALLOT CANNOT BE ACCEPTED BEYOND THIS DEADLINE.

Your ballot must be returned in the envelope provided for this purpose, or it may be delivered in the envelope to the City Clerk of the City of Redlands, located at 35 Cajon Street, Suite 4, Redlands, California 92373.

S A M P L E B A L L O T
DO NOT VOTE

OFFICIAL BALLOT

SPECIAL ELECTION FOR
COMMUNITY FACILITIES DISTRICT NO. 2004-1
OF THE CITY OF REDLANDS
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA
October 7, 2025

To vote, mark a cross (+ or X) in the voting square after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Redlands and obtain another.

PROPOSITION A: Shall Proposition A authorizing the annual levy of special taxes on taxable property in the territory proposed to be annexed (the "Property") to Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District"), to pay the costs of the maintenance landscaping within the Community Facilities District, including but not limited to, parkways, open space areas, citrus groves, firebreaks, medians and street trees and the associated maintenance of bushes, shrubs and ground cover; and, to provide maintenance of and including but not limited to, street trees and landscaping with the street right-of-way adjacent to Tract Map No. 20473, and any other public services authorized by the Mello-Roos Community Facilities Act, in the area of the Property and the Community Facilities District, and to pay costs associated with the determination of the amount of and the levy and collection of the special taxes at the special tax rates provided for Special Tax Rate Category C for Fiscal Year 2026-27, subject to annual increases beginning in Fiscal Year 2027-28 by the greater of 2% or the percentage increase in the Consumer Price Index, as provided in the Rate and Method of Apportionment of Special Tax Community Facilities District, which is attached as Exhibit "B" to Resolution No. 8712 adopted by the City Council of the City of Redlands September 2, 2025 be approved?

YES¤	¤	¤
NO¤	¤	¤

OFFICIAL BALLOT

SPECIAL ELECTION FOR
COMMUNITY FACILITIES DISTRICT NO. 2004-1
OF THE CITY OF REDLANDS
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

(ANNEXATION NO. 28)

October 7, 2025

NUMBER OF VOTES ENTITLED TO BE CAST: 37

To vote, mark a cross (+ or X) in the voting square after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Redlands and obtain another.

PROPOSITION A: Shall Proposition A authorizing the annual levy of special taxes on taxable property in the territory proposed to be annexed (the "Property") to Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District"), to pay the costs of the maintenance landscaping within the Community Facilities District, including but not limited to, parkways, open space areas, citrus groves, firebreaks, medians and street trees and the associated maintenance of bushes, shrubs and ground cover; and, to provide maintenance of and including but not limited to, street trees and landscaping with the street right-of-way adjacent to Tract Map No. 20473, and any other public services authorized by the Mello-Roos Community Facilities Act, in the area of the Property and the Community Facilities District, and to pay costs associated with the determination of the amount of and the levy and collection of the special taxes at the special tax rates provided for Special Tax Rate Category C for Fiscal Year 2026-27, subject to annual increases beginning in Fiscal Year 2027-28 by the greater of 2% or the percentage increase in the Consumer Price Index, as provided in the Rate and Method of Apportionment of Special Tax Community Facilities District, which is attached as Exhibit "B" to Resolution No. 8712 adopted by the City Council of the City of Redlands September 2, 2025 be approved?

YES¤	¤	¤
NO¤	¤	¤

CERTIFICATION

I certify that I am the authorized representative of KL LB Buy 2 LLC, a Delaware limited liability company, the owner of a portion of the property to be annexed and included within the boundaries of Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California, (the "Owner") and that I am authorized to vote the Official Ballot to which this certification is attached. I further certify that in voting said ballot it was my intent, as well as the intent of the Owner, to vote all votes to which the Owner is entitled on Proposition A set forth in said ballot as marked in the voting square opposite such proposition. I further certify that the Owner is the owner of approximately 36.42 acres of land proposed to be included within said community facilities district, and that in voting said ballot I intended to vote each vote to which such acreage would entitle the Owner in the manner marked on said ballot.

I certify that this certification was executed on _____, 2025, at _____, California.

KL LB Buy 2 LLC, a Delaware limited liability company

_____

By: Ed Hadley
Its: Authorized Signatory

OFFICIAL BALLOT

SPECIAL ELECTION FOR
COMMUNITY FACILITIES DISTRICT NO. 2004-1
OF THE CITY OF REDLANDS
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

(ANNEXATION NO. 28)

October 7, 2025

NUMBER OF VOTES ENTITLED TO BE CAST: 2

To vote, mark a cross (+ or X) in the voting square after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Redlands and obtain another.

PROPOSITION A: Shall Proposition A authorizing the annual levy of special taxes on taxable property in the territory proposed to be annexed (the "Property") to Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District"), to pay the costs of the maintenance landscaping within the Community Facilities District, including but not limited to, parkways, open space areas, citrus groves, firebreaks, medians and street trees and the associated maintenance of bushes, shrubs and ground cover; and, to provide maintenance of and including but not limited to, street trees and landscaping with the street right-of-way adjacent to Tract Map No. 20473, and any other public services authorized by the Mello-Roos Community Facilities Act, in the area of the Property and the Community Facilities District, and to pay costs associated with the determination of the amount of and the levy and collection of the special taxes at the special tax rates provided for Special Tax Rate Category C for Fiscal Year 2026-27, subject to annual increases beginning in Fiscal Year 2027-28 by the greater of 2% or the percentage increase in the Consumer Price Index, as provided in the Rate and Method of Apportionment of Special Tax Community Facilities District, which is attached as Exhibit "B" to Resolution No. 8712 adopted by the City Council of the City of Redlands September 2, 2025 be approved?

YES¤	¤	¤
NO¤	¤	¤

CERTIFICATION

I certify that I am the authorized representative of Tri Pointe Homes IE-SD, Inc., a California corporation, the owner of a portion of the property to be annexed and included within the boundaries of Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California, (the "Owner") and that I am authorized to vote the Official Ballot to which this certification is attached. I further certify that in voting said ballot it was my intent, as well as the intent of the Owner, to vote all votes to which the Owner is entitled on Proposition A set forth in said ballot as marked in the voting square opposite such proposition. I further certify that the Owner is the owner of approximately 1.45 acres of land proposed to be included within said community facilities district, and that in voting said ballot I intended to vote each vote to which such acreage would entitle the Owner in the manner marked on said ballot.

I certify that this certification was executed on _____, 2025, at _____, California.

Tri Pointe Homes IE-SD, Inc. a California corporation

_____

By: Brian Ortwein
Its: Authorized Signatory


016809107
E SAN BERNARDINO AVE
016813204
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016813201
016813205
GRANITE ST
N WABASH AVE
CAPRI AVE
016874181
016813103
016813121
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029801124
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RESOLUTION NO. 8722

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS CALLING SPECIAL ELECTION AND SUBMITTING TO THE QUALIFIED ELECTORS OF TERRITORY PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS THE QUESTION OF LEVYING SPECIAL TAXES WITHIN THAT TERRITORY (ANNEXATION NO. 28)

WHEREAS, the City Council (the "City Council") of the City of Redlands (the "City") has heretofore conducted proceedings for the establishment of and has established Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District"), and the Community Facilities District has been authorized to annually levy special taxes to pay the costs of certain services which are necessary to meet increased demands placed upon the City as a result of development; and

WHEREAS, the City Council is authorized by Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the "Mello-Roos Community Facilities Act of 1982," to annex territory to the Community Facilities District; and

WHEREAS, on September 2, 2025, the City Council adopted Resolution No. 8712, a resolution of intention to annex territory to the Community Facilities District pursuant to Section 53339.2 of the California Government Code, determining that the public convenience and necessity require that certain property, consisting of approximately 37.87 acres, be annexed to the Community Facilities District and containing all of the matters prescribed by Section 53339.3 of said Code, and fixing 6:00 p.m., or as soon thereafter as the matter may be heard, on October 7, 2025, in the meeting room of the City Council as the time and place for a hearing upon said resolution; and

WHEREAS, pursuant to said resolution, the City Clerk has published and mailed notice of the time and place of said hearing as required by Section 53339.4 of said Code; and

WHEREAS, on October 7, 2025, at the time and place of said hearing, the City Council afforded all interested persons for or against the annexation of said property to the Community Facilities District an opportunity to present testimony and to protest against the proposed annexation of said property to the Community Facilities District, and no protests, either oral or in writing, were received; and

WHEREAS, pursuant to Section 53339.7 of said Code, the City Council may now submit the question of levying a special tax within the territory proposed to be annexed to the Community Facilities District to the qualified electors within that territory.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. Findings. The City Council finds that: (i) the foregoing recitals are true and correct and are incorporated herein by this reference; (ii) less than 12 persons have been registered to vote within the territory proposed to be annexed to the Community Facilities District during the 90 days preceding the close of the public hearing held on October 7, 2025, and no persons are registered to vote therein; (iii) pursuant to Section 53326 of the California Government Code, as a result of the findings set forth in clause (ii) above, the vote in the special election called by this resolution shall be by the landowners of the territory proposed to be annexed to the Community Facilities District whose property would be subject to the special taxes if they were levied at the time of the election, and each landowner shall have one vote for each acre, or portion thereof, which he or she owns within said territory which would be subject to the proposed special taxes if they were levied at the time of the election; and (iv) pursuant to said Section 53326, the special election must be held at least 90 days, but not more than 180 days following the date of the adoption of this resolution, unless such time periods are waived with the unanimous waiver of the qualified electors. All of the qualified electors in the territory to be annexed waived the time limits, word limit requirement for the ballot, and election formalities of the special election.

Section 2. Special Election. A special election is called for and shall be held on Tuesday, October 7, 2025, for the purpose of submitting to the qualified electors of the territory proposed to be annexed to the Community Facilities District the question of whether special taxes shall annually be levied within said territory to finance the maintenance of landscaping within the Community Facilities District, including but not limited to, parkways, open space areas, citrus groves, firebreaks, medians and street trees and the associated maintenance of bushes, shrubs and ground cover. Annexation No 28 is proposed to provide maintenance of, including but not limited to, street trees and landscaping within the street right-of-way adjacent to Tract No. 20473, and any other public services authorized by the Mello-Roos Community Facilities Act of 1982, in the area of the Property and the Community Facilities District, the costs associated with the determination of the amount of and levy and collection of special taxes which will be levied to provide the services, and costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District pursuant to the Rates and Method of Apportionment of the Special Taxes, attached as Exhibit "B" to Resolution No. 8712.

Section 3. Ballot Proposition. The proposition to be submitted on October 7, 2025, to the qualified electors of the territory proposed to be annexed to the Community Facilities District shall be as follows:

> PROPOSITION A: Shall Proposition A authorizing the annual levy of special taxes on taxable property in the territory proposed to be annexed (the "Property") to Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District"), to pay the costs of the maintenance landscaping within the Community Facilities District, including but not limited to, parkways, open space areas, citrus groves, firebreaks, medians and street trees and the associated maintenance of bushes, shrubs and ground cover; and, to provide maintenance

of and including but not limited to, street trees and landscaping with the street right-of-way adjacent to Tract Map No. 20473, and any other public services authorized by the Mello-Roos Community Facilities Act, in the area of the Property and the Community Facilities District, and to pay costs associated with the determination of the amount of and the levy and collection of the special taxes at the special tax rates provided for Special Tax Rate Category C for Fiscal Year 2026-27, subject to annual increases beginning in Fiscal Year 2027-28 by the greater of 2% or the percentage increase in the Consumer Price Index, as provided in the Rate and Method of Apportionment of Special Tax Community Facilities District, which is attached as Exhibit "B" to Resolution No. 8712 adopted by the City Council of the City of Redlands September 2, 2025 be approved?

Section 4. Conduct of Election. Except as otherwise provided in Section 5 hereof, said election shall be conducted by the City Clerk (the "City Clerk") pursuant to the provisions of the California Elections Code governing elections of cities, and the provisions of Division 4 (commencing with Section 4000) of said Code, insofar as they may be applicable. The full text of the ballot for said election shall be as set forth in Exhibit "A" and shall be included in the ballot pamphlet mailed to each qualified elector pursuant to Section 5 below.

Section 5. Election Procedures. The procedures to be followed in conducting said election shall be as follows:

(a) Pursuant to Section 53326 of the California Government Code, ballots for the election shall be distributed to the qualified electors by the City Clerk by mail with return postage prepaid.

(b) Pursuant to applicable sections of the California Constitution and the California Elections Code governing the conduct of mail ballot elections, including in particular Division 4 (commencing with Section 4000) of said Code, the City Clerk shall mail or deliver to each qualified elector an official ballot in the form attached hereto as Exhibit "A," and shall also mail or deliver to all such qualified electors a ballot pamphlet, instructions to voter, ballot title and summary, including a sample ballot identical in form to the official ballot but identified as a sample ballot, a return identification envelope with prepaid postage thereon addressed to the City Clerk for the return of voted official ballots, and a copy of Resolution No. 8712.

(c) The official ballot to be mailed by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner-voter is other than a natural person, that he or she is an officer of or other person affiliated with the landowner-voter entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter, that in voting such official ballot it was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the proposition set forth in the official ballot as marked thereon in the voting square

opposite such proposition, and further certifying as to the acreage of the landowner-voter's land ownership within the Community Facilities District.

(d) The return identification envelope delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the following: the name of the landowner, the address of the landowner, a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, the printed name and signature of the voter, the address of the voter, the date of signing and place of execution of said declaration, and a notice that the envelope contains an official ballot and is to be opened only by the City Clerk.

(e) The information-to-voter form to be mailed by the City Clerk to the landowner-voters shall inform them that the official ballots shall be returned to the City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted and delivered to the City Clerk by five (5) o'clock p.m. on the date of the election.

(f) Upon receipt of the return identification envelopes which are returned prior to the voting deadline on the date of the election, the City Clerk shall canvass the votes cast in the election, and shall file a statement with the City Council as to the results of such canvass and the election on the proposition set forth in the official ballot.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 7th day of October 2025.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council of said City at a regular meeting thereof held on the 7th day of October, 2025 by the following vote:

AYES:
NOES
ABSENT
ABSTAINED

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

OFFICIAL BALLOT

SPECIAL ELECTION FOR
COMMUNITY FACILITIES DISTRICT NO. 2004-1
OF THE CITY OF REDLANDS
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA
October 7, 2025

To vote, mark a cross (+ or X) in the voting square after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Redlands and obtain another.

PROPOSITION A: Shall Proposition A authorizing the annual levy of special taxes on taxable property in the territory proposed to be annexed (the "Property") to Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District"), to pay the costs of the maintenance landscaping within the Community Facilities District, including but not limited to, parkways, open space areas, citrus groves, firebreaks, medians and street trees and the associated maintenance of bushes, shrubs and ground cover; and, to provide maintenance of and including but not limited to, street trees and landscaping with the street right-of-way adjacent to Tract Map No. 20473, and any other public services authorized by the Mello-Roos Community Facilities Act, in the area of the Property and the Community Facilities District, and to pay costs associated with the determination of the amount of and the levy and collection of the special taxes at the special tax rates provided for Special Tax Rate Category C for Fiscal Year 2026-27, subject to annual increases beginning in Fiscal Year 2027-28 by the greater of 2% or the percentage increase in the Consumer Price Index, as provided in the Rate and Method of Apportionment of Special Tax for the Community Facilities District, which is attached as Exhibit "B" to Resolution No. 8712 adopted by the City Council of the City of Redlands September 2, 2025 be approved?

YES¤	¤	¤
NO¤	¤	¤

RESOLUTION NO. 8723

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING THE RESULTS OF THE SPECIAL ELECTION FOR COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS ON THE PROPOSITION OF THE ANNUAL LEVY OF SPECIAL TAXES WITHIN THE TERRITORY PROPOSED TO BE ANNEXED TO SAID COMMUNITY FACILITIES DISTRICT TO PAY THE COSTS OF CERTAIN SERVICES TO BE PROVIDED BY THE COMMUNITY FACILITIES DISTRICT, DETERMINING THAT THE TERRITORY PROPOSED TO BE ANNEXED IS ADDED TO AND PART OF SAID COMMUNITY FACILITIES DISTRICT WITH FULL LEGAL EFFECT, AND TAKING OTHER RELATED ACTIONS THERETO (ANNEXATION NO. 28)

WHEREAS, the City Council (the "City Council") of the City of Redlands (the "City") has heretofore conducted proceedings for the annexation of approximately 37.87 acres of land (the “Territory”) to Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District"), including conducting a public hearing pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the “Mello-Roos Community Facilities Act of 1982,” and specifically Section 53339.5 of the Government Code; and

WHEREAS, at the conclusion of said public hearing, the City Council adopted a resolution calling a special election for October 7, 2025 and submitting to the qualified electors of the Territory to be annexed to the Community Facilities District the question of levying special taxes within that Territory to pay the costs of the maintenance of landscaping within the Community Facilities District, including but not limited to, parkways, open space areas, citrus groves, firebreaks, medians and street trees and the associated maintenance of bushes, shrubs and ground cover; and, maintenance of, including but not limited to, street trees and landscaping within the street right-of-way adjacent to Tract Map No. 20473, and any other public services authorized by the Mello-Roos Community Facilities Act of 1982, in the area of the Territory and the Community Facilities District and the costs associated with the determination of the amount of and levy and collection of special taxes which will be levied to provide the services and costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District (the "Election Resolution"); and

WHEREAS, the City Council has received a statement from the City Clerk (the "City Clerk"), who pursuant to the Election Resolution was authorized to conduct such special election and act as the election official therefor, with respect to the canvass of the ballot returned and the results of said special election, certifying that at least two-thirds of the votes cast upon the

proposition submitted to the qualified electors in said special election were in favor of such proposition.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. Findings. The City Council finds that: (i) the foregoing recitals are true and correct and are incorporated herein by this reference; (ii) there were no registered voters residing within the Territory at the time of the close of the public hearing on October 7, 2025, and pursuant to Section 53326 of the Government Code, the vote in said special election was, therefore, to be by the landowners owning land within the Territory, with each landowner having one vote for each acre or portion thereof of land that he or she owned within the Territory; (iii) pursuant to said Section 53326 and the Election Resolution, the City Clerk caused to be delivered an official ballot for the special election to each owner of the land within the Territory, with return postage prepaid; (iv) said special election has been properly conducted in accordance with all statutory requirements and the provisions of the Election Resolution; (v) pursuant to said Section 53326, KL LB Buy 2, LLC and Tri Pointe Homes IE-SD, Inc., the owners of all the land within the Territory, were entitled to a total of thirty-eight (38) votes; (vi) said landowners returned their ballots to the City Clerk prior to the time set by the City Clerk for the close of the election on October 7, 2025; (vii) the ballots returned to the City Clerk by said landowners voted all votes of said landowner in favor of the proposition set forth therein; (viii) at least two-thirds of the votes cast in such special election on said proposition were in favor thereof, and pursuant to Sections 53328 and 53329 of the Government Code, said proposition carried; (ix) pursuant to Section 53339.8 of the Government Code, the City Council is authorized to determine that the Territory to be annexed has been added to and become a part of the Community Facilities District with full legal effect; and (x) the City Council is also authorized, pursuant to said Section 53339.8, to annually levy special taxes within the Territory to pay the costs of the services to be provided by the Community Facilities District.

Section 2. Declaration of Results. At least two-thirds of the votes voted in the special election on the proposition of the annual levy of special taxes within the Territory to pay the costs of the services to be provided by the Community Facilities District were voted in favor thereof, and such proposition carried.

Section 3. Annexation. The Territory is annexed and added to and is a part of the Community Facilities District with full legal effect, and the City Council shall annually levy special taxes within the Territory at the rates specified in Resolution No. 8712 adopted by the City Council on September 2, 2025, to pay costs of certain services to be provided by the Community Facilities District. The boundaries of the Territory are shown on the map entitled, "Annexation Map No. 28, Community Facilities District No. 2004-1 of the City of Redlands, San Bernardino County, State of California," which was recorded on September 4, 2025, at Page 58 of Book 92 of

Maps of Assessment and Community Facilities Districts, in the office of the County Recorder of the County of San Bernardino as Document No. 2025-0231945.

Section 4. Pursuant to Section 53339.8 of the Government Code and Section 3117.5 of the Streets and Highways Code, the City Clerk shall cause to be filed with the County Recorder of the County of San Bernardino an amendment to the notice of special tax lien.

Section 5. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 7th day of October 2025.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing resolution was regularly adopted by the City Council of said City at a regular meeting of said Council duly held on the 7th day of October, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____

Jeanne Donaldson, City Clerk

NOTICE OF HEARING ON RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS (ANNEXATION NO. 28)

NOTICE IS HEREBY GIVEN that on September 2, 2025, the City Council of the City of Redlands adopted Resolution No. 8712, declaring the intention of the City Council to annex territory to Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District"), and fixing the time and place of a public hearing thereon for 6:00 p.m., or as soon thereafter as the matter may be heard, on October 7, 2025 in the Council Chambers at the City of Redlands Civic Center, 35 Cajon Street, Redlands, California, 92373 at which time the City Council will hear the testimony of all interested persons for or against the annexation of said territory to the Community Facilities District or the levying of special taxes within such territory to pay the costs of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property.

Resolution No. 8712 provides in summary as follows:

1. The City Council declared its intention to conduct proceedings for the annexation to the Community Facilities District of the territory described in Exhibit "A" to Resolution No. 8712. The City Council determined that the public convenience and necessity require that such territory be annexed to the Community Facilities District.

2. The territory which is included in the Community Facilities District is described on the map of the Community Facilities District recorded on May 18, 2004 in Book 76 of Maps of Assessment and Community Facilities Districts, page 94, and as Instrument No 2004-0347327 in the official records of the County of San Bernardino. The territory proposed to be annexed to the Community Facilities District is described on the map thereof entitled "Annexation Map No. 28, Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California," which is on file with the City Clerk of the City of Redlands.

3. The types of public services to be provided within the Community Facilities District are as follows:

The services to be provided and financed by the Community Facilities District are the maintenance of landscaping within the Community Facilities District, including but not limited to, parkways, open space areas, citrus groves, firebreaks, medians and street trees and the associated maintenance of bushes, shrubs and ground cover; and, to provide maintenance of and including but not limited to, street trees and landscaping with the street right-of-way adjacent to Tract Map No. 20473, and any other public services authorized by the Mello-Roos Community Facilities Act, in the area of the Property and the Community Facilities District. The Community Facilities District shall also finance costs associated with the determination of the amount of and the levy and collection of special taxes which are levied to provide such services and costs otherwise incurred in order to carry out its authorized purposes. The services described above shall be provided, as needed, throughout the Community Facilities District and the territory proposed to be annexed thereto for the benefit of all owners of property and residents of the Community Facilities District and the territory proposed to be annexed thereto. All owners of taxable parcels of property within the Community Facilities District and the territory proposed to

be annexed thereto shall pay special taxes to finance the annual cost of providing such services. The services to be provided and financed by the Community Facilities District, are necessary to meet increased demands placed upon the City as a result of development occurring within the Community Facilities District and the territory to be annexed thereto.

4. Special taxes sufficient to pay the costs of the services described in Section 3 above and the annual administrative expenses of the City and the Community Facilities District in determining, apportioning, levying and collecting such special taxes, shall be annually levied within the territory proposed to be annexed to the Community Facilities District. The special taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. The rates and method of apportionment of said special taxes shall be as set forth in Exhibit "B" to Resolution No. 8712. The property within the territory proposed to be annexed shall be assigned at the rate set forth for Special Tax Rate Category C as set forth in said Exhibit "B", and for Fiscal Year 2026-27, and each Fiscal Year thereafter, assessed at the rate set forth in Table 2 in said Exhibit "B", subject to annual increases beginning in Fiscal Year 2027-28 by the greater of 2% or the percentage increase in the Consumer Price Index as determined pursuant to the method of apportioning such special taxes set forth in said Exhibit "B".

5. A public hearing on the annexation of said territory to the Community Facilities District shall be held at 6:00 p.m., or as soon thereafter as the matter may be heard, on October 7, 2025, in the Council Chambers at the City of Redlands Civic Center, 35 Cajon Street, Redlands, California.

6. Resolution No. 8712 contains other provisions which are not summarized above, including voting procedures to be followed in conducting the election on the proposition with respect to the levy of special taxes within the territory proposed to be annexed to the Community Facilities District to pay the costs of services to be financed by the Community Facilities District. The election shall be conducted by the City Clerk. A copy of Resolution No. 8712 may be reviewed or obtained at the office of the City Clerk of the City of Redlands located at 35 Cajon Street, Redlands, California.

NOTICE IS FURTHER GIVEN that at the time and place of said hearing, all persons interested for or against the annexation of said territory to the Community Facilities District or the levying of special taxes within such territory to pay the costs of providing certain services within the territory proposed to be annexed to the Community Facilities District will be heard. At the hearing, protests against the proposals described in Resolution No. 8712 may be made by any interested person. Any protests pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularities or defects to which objection is made. All written protests shall be filed with the City Clerk prior to the time fixed for the hearing. The City Council may waive any irregularities in the form or content of any written protests and at the hearing may correct minor defects in the proceedings. Written protests may be withdrawn in writing at any time before the conclusion of the hearing.

If the owners of one-half or more of the area of land in the territory included in the existing district, or if the owners of one-half or more of the area of land in the territory proposed to be annexed to the Community Facilities District file written protests against the proposed annexation of such territory to the Community Facilities District, and protests are not

withdrawn so as to reduce the protest to less than a majority, no further proceedings shall be undertaken for a period of one year from the date of decision of the City Council on the issues discussed at the hearing.

The hearing may be continued from time to time, but shall be completed within 30 days. At the conclusion of the hearing, the City Council may abandon the proceedings or may, after passing upon all protests, submit the question of levying the special tax within the area proposed to be annexed to the Community Facilities District to the qualified electors of the area proposed to be annexed.

If you wish to challenge the City's action on these matters in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Office of the City Clerk at or prior to the public hearing.

DATED: September 23, 2025

Jeanne Donaldson, City Clerk
City of Redlands, County of San Bernardino

Conformed Copy

SHEET 1 OF 1

ANNEXATION MAP NO. 28

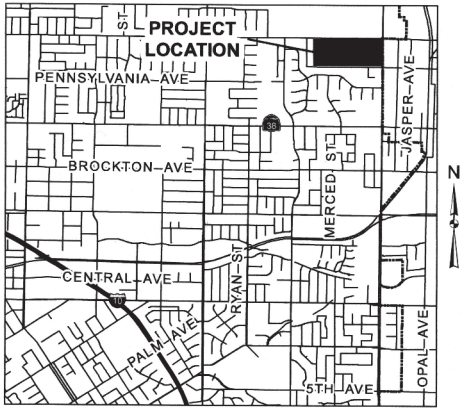
COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, STATE OF CALIFORNIA

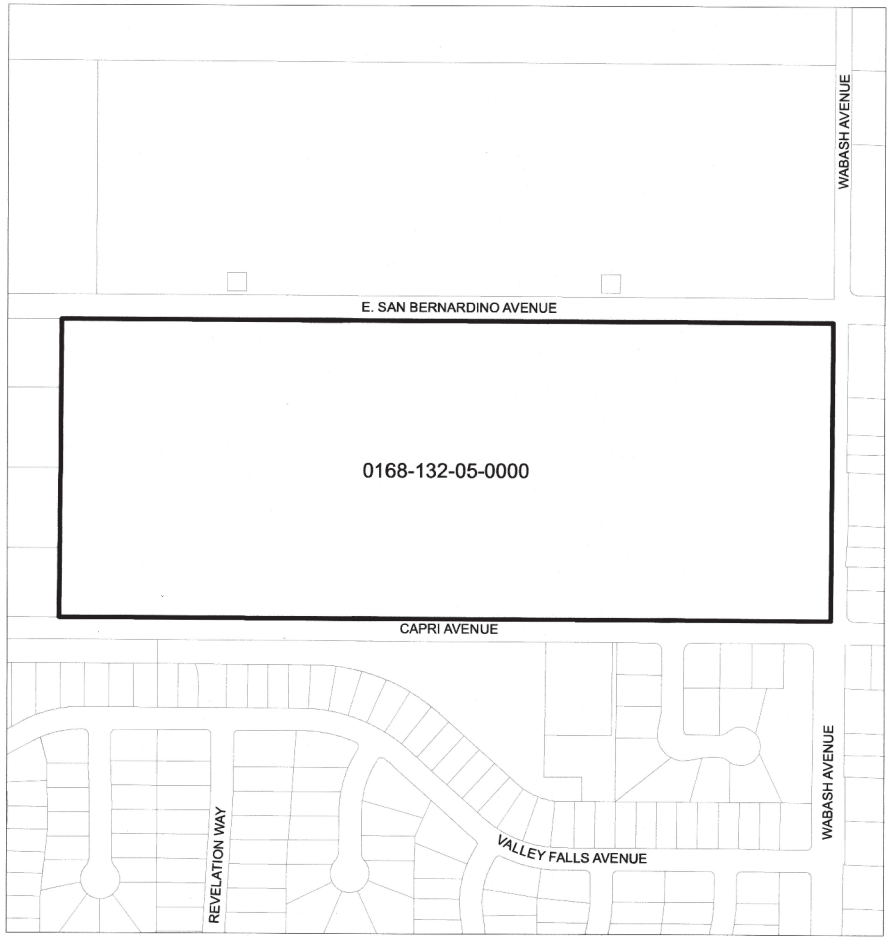
THIS MAP SHOWS THE BOUNDARIES OF AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, STATE OF CALIFORNIA. THE BOUNDARIES OF WHICH COMMUNITY FACILITIES DISTRICT ARE SHOWN AND DESCRIBED ON THE MAP THEREOF WHICH WAS PREVIOUSLY RECORDED ON MAY 18, 2004 BOOK 76 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE 94 AND AS INSTRUMENT NO. 2004-0347327 IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA.

I HEREBY CERTIFY THAT THE WITHIN MAP OF THE AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AT A REGULAR MEETING THEREOF, HELD ON THE 2ND DAY OF SEPTEMBER, 2025, BY IT'S RESOLUTION NO. 8712.

Jeanne Donaldson
CITY CLERK OF THE CITY OF REDLANDS

VICINITY MAP
NOT TO SCALE





SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER 2025-0213945 THIS 4th DAY OF September, 2025 AT THE HOUR OF 7:24 O'CLOCK P. M., IN BOOK 92 OF A*, PAGE 58. AT THE REQUEST OF **.
IN THE AMOUNT OF $ 110.00.
*Assessment maps
**Community Facilities District No. 2004-1 of City of Redlands

JOSIE GONZALES
ASSESSOR-RECORDER-COUNTY CLERK
SAN BERNARDINO COUNTY

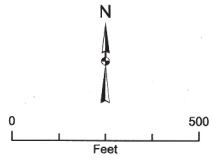
BY: _____
DEPUTY RECORDER

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF REDLANDS THIS 2ND DAY OF SEPTEMBER, 2025.

BY: Jeanne Donaldson
CITY CLERK OF THE CITY OF REDLANDS

LEGEND

———	ANNEXATION BOUNDARY
———	PARCEL BOUNDARY
XXXX-XXX-XX-XXXX	ASSESSOR'S PARCEL NUMBER



Webb MUNICIPAL FINANCE

THIS ANNEXATION MAP CORRECTLY SHOWS THE LOT OR PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCELS REFER TO THE COUNTY ASSESSOR'S MAPS FOR FISCAL YEAR 2025-2026.

M:\GIS-Assessment\Redlands\CFD2004-1_Annex28.mxd

Redlands Daily Facts
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1255 W. Colton Ave.; Suite 133
Redlands, California 92374
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City of Redlands
35 Cajon Street
Redlands, California 92373

Account Number:	5272431
Ad Order Number:	0011756537
Customer's Reference/PO Number:	
Publication:	Redlands Daily Facts
Publication Dates:	09/23/2025
Total Amount:	$1215.58
Payment Amount:	$0.00
Amount Due:	$1215.58
Notice ID:	ubjTQgDytnOs1Rxu4LZ2
Invoice Text:	NOTICE OF HEARING ON RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS (ANNEXATION NO. 28) NOTICE IS HEREBY GIVEN that on September 2, 2025, the City Council of the City of Redlands adopted Resolution No. 8712, declaring the intention of the City Council to annex territory to Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the “Community Facilities District”), and fixing the time and place of a public hearing thereon for 6:00 p.m., or as soon thereafter as the matter may be heard, on October 7, 2025 in the Council Chambers at the City of Redlands Civic Center, 35 Cajon Street, Redlands, California, 92373 at which time the City Council will hear the testimony of all interested persons for or against the annexation of said territory to the Community Facilities District or the levying of special taxes within such territory to pay the costs of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property. Resolution No. 8712 provides in summary as follows: 1. The City Council declared its intention to conduct proceedings for the annexation to the Community Facilities District of the territory described in Exhibit “A” to Resolution No. 8712. The City Council determined that the public convenience and necessity require that such territory be annexed to the Community Facilities District. 2. The territory which is included in the Community Facilities District is described on the map of the Community Facilities District recorded on May 18, 2004 in Book 76 of Maps of

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1255 W. Colton Ave.; Suite 133
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(909) 259-9315

0011756537

City of Redlands
35 Cajon Street, Suite 4
Redlands, California 92373

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of San Bernardino

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not party to or interested in the above-entitled matter. I am the principal clerk of the printer of Redlands Daily Facts, a newspaper of general circulation, printed and published in the City of Redlands*, County of San Bernardino, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of San Bernardino, State of California, under the date of 10/10/1927 and case number SCV-26980. The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

09/23/2025

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Redlands, California

On this 23rd day of September, 2025.

Peggy Harmon

Signature

*Redlands Daily Facts circulation includes the following cities: Redlands, Mentone, Loma Linda, Highland, East Highland

NOTICE OF HEARING ON RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS (ANNEXATION NO. 28)

NOTICE IS HEREBY GIVEN that on September 2, 2025, the City Council of the City of Redlands adopted Resolution No. 8712, declaring the intention of the City Council to annex territory to Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District"), and fixing the time and place of a public hearing thereon for 6:00 p.m., or as soon thereafter as the matter may be heard, on October 7, 2025 in the Council Chambers at the City of Redlands Civic Center, 35 Cajon Street, Redlands, California, 92373 at which time the City Council will hear the testimony of all interested persons for or against the annexation of said territory to the Community Facilities District or the levying of special taxes within such territory to pay the costs of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property.

Resolution No. 8712 provides in summary as follows:

1. The City Council declared its intention to conduct proceedings for the annexation to the Community Facilities District of the territory described in Exhibit "A" to Resolution No. 8712. The City Council determined that the public convenience and necessity require that such territory be annexed to the Community Facilities District.

2. The territory which is included in the Community Facilities District is described on the map of the Community Facilities District recorded on May 18, 2004 in Book 76 of Maps of Assessment and Community Facilities Districts, page 94, and as Instrument No 2004-0347327 in the official records of the County of San Bernardino. The territory proposed to be annexed to the Community Facilities District is described on the map thereof entitled "Annexation Map No. 28, Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California," which is on file with the City Clerk of the City of Redlands.

3. The types of public services to be provided within the Community Facilities District are as follows:

The services to be provided and financed by the Community Facilities District are the maintenance of landscaping within the Community Facilities District, including but not limited to, parkways, open space areas, citrus groves, firebreaks, medians and street trees and the associated maintenance of bushes, shrubs and ground cover; and, to provide maintenance of and including but not limited to, street trees and landscaping with the street right-of-way adjacent to Tract Map No. 20473, and any other public services authorized by the Mello-Roos Community Facilities Act, in the area of the Property and the Community Facilities District. The Community Facilities District shall also finance costs associated with the determination of the amount of and the levy and collection of special taxes which are levied to provide such services and costs otherwise incurred in order to carry out its authorized purposes. The services described above shall be provided, as needed, throughout the Community Facilities District and the territory proposed to be annexed thereto for the benefit of all owners of property and residents of the Community Facilities District and the territory proposed to be annexed thereto. All owners of taxable parcels of property within the Community Facilities District and the territory proposed to be annexed thereto shall pay special taxes to finance the annual cost of providing such services. The services to be provided and financed by the Community Facilities District, are necessary to meet increased demands placed upon the City as a result of development occurring within the Community Facilities District and the territory to be annexed thereto.

4. Special taxes sufficient to pay the costs of the services described in Section 3 above and the annual administrative expenses of the City and the Community Facilities District in determining, apportioning, levying and collecting such special taxes, shall be annually levied within the territory proposed to be annexed to the Community Facilities District. The special taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. The rates and method of apportionment of said special taxes shall be as set forth in Exhibit "B" to Resolution No. 8712. The property within the territory proposed to be annexed shall be assigned at the rate set forth for Special Tax Rate Category C as set forth in said Exhibit "B", and for Fiscal Year 2026-27, and each Fiscal Year thereafter, assessed at the rate set forth in Table 2 in said Exhibit "B", subject to annual increases beginning in Fiscal Year 2027-28 by the greater of 2% or the percentage increase in the Consumer Price Index as determined pursuant to the method of apportioning such special taxes set forth in said Exhibit "B".

5. A public hearing on the annexation of said territory to the Community Facilities District shall be held at 6:00 p.m., or as soon thereafter as the matter may be heard, on October 7, 2025, in the Council Chambers at the City of Redlands Civic Center, 35 Cajon Street, Redlands, California.

6. Resolution No. 8712 contains other provisions which are not summarized above, including voting procedures to be followed in

conducting the election on the proposition with respect to the levy of special taxes within the territory proposed to be annexed to the Community Facilities District to pay the costs of services to be financed by the Community Facilities District. The election shall be conducted by the City Clerk. A copy of Resolution No. 8712 may be reviewed or obtained at the office of the City Clerk of the City of Redlands located at 35 Cajon Street, Redlands, California.

NOTICE IS FURTHER GIVEN that at the time and place of said hearing, all persons interested for or against the annexation of said territory to the Community Facilities District or the levying of special taxes within such territory to pay the costs of providing certain services within the territory proposed to be annexed to the Community Facilities District will be heard. At the hearing, protests against the proposals described in Resolution No. 8712 may be made by any interested person. Any protests pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularities or defects to which objection is made. All written protests shall be filed with the City Clerk prior to the time fixed for the hearing. The City Council may waive any irregularities in the form or content of any written protests and at the hearing may correct minor defects in the proceedings. Written protests may be withdrawn in writing at any time before the conclusion of the hearing. If the owners of one-half or more of the area of land in the territory included in the existing district, or if the owners of one-half or more of the area of land in the territory proposed to be annexed to the Community Facilities District file written protests against the proposed annexation of such territory to the Community Facilities District, and protests are not withdrawn so as to reduce the protest to less than a majority, no further proceedings shall be undertaken for a period of one year from the date of decision of the City Council on the issues discussed at the hearing.

The hearing may be continued from time to time, but shall be completed within 30 days. At the conclusion of the hearing, the City Council may abandon the proceedings or may, after passing upon all protests, submit the question of levying the special tax within the area proposed to be annexed to the Community Facilities District to the qualified electors of the area proposed to be annexed.

If you wish to challenge the City's action on these matters in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Office of the City Clerk at or prior to the public hearing.

DATED: September 23, 2025
/s/Jeanne Donaldson, City Clerk
City of Redlands, County of San Bernardino
Redlands Daily Facts
Published: 9/23/25

WAIVER OF CERTAIN ELECTION PROCEDURES WITH RESPECT TO LANDOWNER-VOTER ELECTION ON LEVY OF TAXES WITHIN TERRITORY TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS (ANNEXATION NO. 28)

The undersigned, on behalf of Tri Pointe Homes IE-SD, Inc., a California corporation ("Tri Pointe") and KL LB Buy 2 LLC, a Delaware limited liability company ("KL LB" and Tri Pointe, each an "Owner" and collectively, the "Owners"), hereby certify to the City of Redlands (the "City") as follows:

1. That each of the undersigned is authorized and possesses all authority necessary to execute this waiver on behalf of each respective Owner and to vote on behalf of the respective Owner in the special election to be held within the territory proposed to be annexed to Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District").

2. Each of Tri Pointe and KL LB represents to the City Council that it is the Owner of the portion of the land proposed to be annexed to the Community Facilities District, consisting of 37.87 acres, identified in Exhibit "A" attached hereto and incorporated herein by reference (the "Territory").

3. Each Owner received mailed notice of the public hearing to be held by the City Council of the City (the "City Council") regarding the annexation of the Territory to the Community Facilities District, the levy of special taxes within the Territory to pay the costs of the maintenance of landscaping within the Community Facilities District, including but not limited to, parkways, open space areas, citrus groves, firebreaks, medians and street trees and the associated maintenance of bushes, shrubs and ground cover; the maintenance of street trees and landscaping within the street right-of-way adjacent to Tract Map No. 20473, and any other public services authorized by the Mello-Roos Community Facilities Act of 1982 (the "Services"); and the costs

associated with the determination of the amount of and levy and collection of special taxes which will be levied to provide the services and costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District (the "Incidental Costs").

4. Each Owner has received necessary and relevant information from the City regarding the annexation of the Territory to the Community Facilities District, and the City has made available to each of the Owners adequate opportunity to obtain such information. Each Owner has received a copy of Resolution No. 8712 of the City Council, with all exhibits attached thereto, including Exhibit "B," the "Rate and Method of Apportionment of the Special Tax."

5. The undersigned is informed and understands that in order for the Territory to be annexed to the Community Facilities District and for the City Council to thereafter annually levy special taxes therein to pay the costs of the Services and the Incidental Costs, it is necessary that a special election be held within the Territory on the proposition of whether the City shall levy special taxes on taxable property within the Community Facilities District to pay the costs of the Services and the Incidental Costs, and that two-thirds of the votes cast upon such question must be in favor thereof.

6. The undersigned are further informed and understand that pursuant to Section 53326 of the California Government Code elections on such a proposition must be held at the next general election or in a special election to be held at least 90 days but not more than 180 days following the close of the public hearing on October 7, 2025, unless such time limits are waived with the unanimous consent of the qualified electors of the Territory and the concurrence of the City Clerk. The Owners desire that the time limit for conducting said election set forth in said Section 53326 be waived, and that said election be held as soon as possible and not later than October 7, 2025.

7. The Owners waive the time limits set forth in Section 53326 of the California Government Code with respect to said election and consent to the holding of said election on October 7, 2025, immediately following the public hearing, which is acceptable to the City Clerk. The Owners further consent to the holding of said election less than 10 days after the mailing or delivery of a sample ballot to the Owner and without compliance with other formal requirements of the California Elections Code.

8. The Owners waive the publication and mailing by the City Clerk to the Owner of a notice of said election and a sample ballot pursuant to Sections 4101 and 4102 of the Elections Code, and compliance with other applicable notice requirements of the California Elections Code.

9. The Owners further waive an impartial analysis by the City Attorney on the ballot measure to be contained in the Official Ballot for said election pursuant to Section 9280 of the California Elections Code, and further waive ballot arguments and rebuttals pursuant to Sections 9281 to 9287, inclusive, and 9295 of the California Elections Code. The Owners also waive compliance with and the mailing to the Owner by the City of a statement pursuant to Section 9401 of the California Elections Code.

10. The Owners further waive the word limit requirement for the ballot pursuant to Sections 13247 and 9052 of the Elections Code.

11. California Election Code Section 13119 requires that any ballot measure imposing a tax or raising the rate of a tax include a statement of the measure, which among other things requires the City to state the amount of money to be raised annually and duration of the tax to be levied. Owners expressly waive any requirements to include a statement as required by Election Code Section 13119 and hereby acknowledge that Owners have previously received information regarding the annual Special Tax levy and duration of the Special Tax.

12. The Owners further waive mailing of the official ballot by the tenth (10th) day before the date of said election pursuant to Section 4101 of the Elections Code and receipt of a ballot pamphlet as required by Section 3023 of the California Elections Code, and consent to the City Clerk delivering to each Owner the official ballot to be voted on its behalf on any date prior to the date of said election.

13. The undersigned hereby represent that compliance with the procedural requirements for conducting said election, including the receipt of ballot arguments and the time limitations which apply in connection with scheduling of and mailing notices for said election are unnecessary in light of the fact that each Owner has received sufficient information regarding the annexation of the Territory to the Community Facilities District and the levy of the special taxes within the Territory to pay the costs of providing the Services and the Incidental Costs to enable each Owner to properly vote their Official Ballot for such election on the proposition mentioned in paragraph 5 above.

[SIGNATURE PAGES FOLLOW]

TRI POINTE SIGNATURE PAGE

The undersigned certifies that the foregoing is true and correct and that this document was executed on _____, 2025, in _____, California.

Tri Pointe Homes IE-SD, Inc. a California corporation

_____

By: _____

Its: _____

KL LB BUY 2 LLC SIGNATURE PAGE

The undersigned certifies that the foregoing is true and correct and that this document was executed on _____, 2025, in _____, California.

KL LB Buy 2 LLC, a Delaware limited liability company

_____

By: _____

Its: _____

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

KL LB Property

The property located in the City of Redlands, County of San Bernardino, State of California, and is described as follows:

LOTS 1 THROUGH 15, LOTS 21 THROUGH 34, LOTS 40 THROUGH 86, LOTS 95 THROUGH 98, AND LOTS A THROUGH T OF TRACT NO. 20473, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 370, PAGES 70 THROUGH 80 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MAY 15, 2025.

APN 0168-132-05-0-000 (Portion)

Tri Pointe Property

The property located in the City of Redlands, County of San Bernardino, State of California, and is described as follows:

LOTS 16 THROUGH 20, LOTS 35 THROUGH 39 AND LOTS 87 THROUGH 94 OF TRACT NO. 20473, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 370, PAGES 70 THROUGH 80 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MAY 15, 2025.

APN 0168-132-05-0-000 (Portion)

777 East Rialto Avenue, San Bernardino, CA 92415 | Phone: 909.387.8300 Fax: 909.387.2022
www.SBCounty.gov

SAN BERNARDINO COUNTY

Registrar of Voters

Joani Finwall
Registrar of Voters

September 18, 2025

City of Redlands
PO Box 3005
Redlands, CA 92373

Attention: Jeanne Donaldson

To Whom It May Concern:

On September 9, 2025, the San Bernardino County Registrar of Voters received a request to provide the number of registered voters residing within City of Redlands Community Facilities District No. 2004-1, Annexation No. 28.

After examining the voter registration records within the area, the Registrar of Voters certifies the following information as of September 16, 2025:

Registered voters within the area: 0

An invoice for services rendered for this request will be provided later.

If you have any questions, please contact the Registrar of Voters at (909) 387-8300.

Sincerely,

Yvonne Flores
Chief Deputy Registrar of Voters – Administration

BOARD OF SUPERVISORS
Col. Paul Cook (Ret.) First District | Jesse Armendarez Second District | Dawn Rowe Chairman, Third District | Curt Hagman Fourth District | Joe Baca, Jr Vice Chair, Fifth District
Luther Snoke Chief Executive Officer

CFD 2004-1 Annexations List

In August 2004 Council approved the establishment of community facilities district (CFD) No. 2004-1, for Tract No. 16408, the Centex tract located at the southwest corner of Fifth Avenue and Wabash Avenue in the City of Redlands. The CFD was developed to cover the ongoing cost of maintenance of street trees, citrus groves landscaping and other appurtenances located along Fifth Avenue and Wabash Avenue.

In May 2006 Council approved Annexation No. 1 (Tract No. 16287) to the CFD, located at Occidental Drive and Crystal Court for the maintenance of landscaping and water quality treatment devices in the open space lots. During this last year, Annexation No. 1 subdivided the properties on site from two lots to twelve lots.

Annexation No. 2 (Tentative Tract No. 16586), located north of I-10 and both sides of the proposed Wabash Street alignment has been on hold since October 2006.

In July 2006 Council approved Annexation No. 3 (Tentative Tract No. 17253) to the CFD, located at the southwest corner of Lugonia Avenue and Church Street for the maintenance of the landscape and the associated irrigation equipment on Lugonia Avenue parkway frontages. This project has not yet begun construction.

In October 2008 Council approved Annexation No. 4 (Parcel Map No. 17353) to the CFD, located at Ford Street and Interstate 10 for the maintenance of the landscape in the median island and the associated irrigation equipment.

In October 2008 Council approved Annexation No. 5 (Commission Review and Approval No. 826) to the CFD, located at California Street and Orange Tree Lane for the maintenance of the landscape in the median island and the associated irrigation equipment on California Street and the parkway frontages along both streets.

Annexation No. 6 (Tract No 14790-1), located adjacent to Sunset Hills Lane, west of Alessandro Road did not receive sufficient votes needed to annex into the CFD in June 2009.

Annexation No. 7 (Parcel 2 of Parcel Map No. 15573), located at the northeast corner of San Bernardino Avenue and Mountain View Avenue, has been on hold since February 2011.

In February 2011 Council approved Annexation No. 8 (Tract No. 16806) to the CFD, located at southeast corner of Pennsylvania Avenue and Texas Street for the maintenance of the landscape and the associated irrigation equipment on Pennsylvania Avenue and Texas Street parkway frontages. This project has not yet begun construction.

In November 2012 Council approved Annexation No. 9 (Parcel Map No, 18208) to the CFD located at the southeast corner of Redlands Boulevard and Nevada Street for the maintenance of landscaping and the associated irrigation equipment on Redlands

Boulevard and Nevada Street parkway frontages and the Redlands Boulevard raised center median.

Annexation No. 10 (Tract No. 18762-1), located at the northeast corner of Orange Street and Lugonia Avenue, has been completed since July 2016. Annexation No. 10 is dormant because the property owners have agreed to be responsible for all landscaping and irrigation efforts themselves; therefore the annexations are not being assessed.

In June 2014 Council approved Annexation No. 11 (Parcel Map No. 19371) to the CFD located at the northwest corner of Lugonia Avenue and Wabash Avenue for the maintenance of landscaping and the associated irrigation equipment on Lugonia Avenue and Wabash Avenue Street parkway frontages. Annexation No. 11 is dormant because the property owners have agreed to be responsible for all landscaping and irrigation efforts themselves; therefore the annexations are not being assessed.

In June 2014 Council approved Annexation No. 12 (Tract Map Nos. 16465 and 16627) to the CFD located at the southwest and southeast corners of Pioneer Avenue and Judson Street, respectively, for the maintenance of landscaping and the associated irrigation equipment on Pioneer Avenue and Judson Street parkway frontages, maintenance of landscaping and water quality treatment devices in the open space lots, and for the maintenance of landscaping and the associated irrigation equipment on the common area lots. Annexation No. 12a (Tract No. 16465) is nearly complete. A 50% assessment is being proposed to establish a reserve fund. Annexation No. 12b was completed in July 2016 and is being assessed. Annexation No. 12c (Tract Map Nos. 18979 and 19975) located east of Tract Map No. 16627 and between Pioneer Avenue and Pennsylvania Avenue was approved by City Council in June 2016. A 50% assessment is being proposed to establish a reserve fund. Annexation No. 12d (Tract Map No. 20079) was approved by Council in May 2018. A 50% assessment is being proposed to establish a reserve fund.

In June 2014 Council approved Annexation No. 13 (Tract Map No. 18882) to the CFD located at the southwest corner of San Bernardino Avenue and Dearborn Street, respectively, for the maintenance of landscaping and the associated irrigation equipment on San Bernardino Avenue and Dearborn Street parkway frontages and for the maintenance of landscaping and the associated irrigation equipment on the common area lots with the exception of Lot B. Annexation No. 13 is dormant because the property owners have agreed to be responsible for all landscaping and irrigation efforts themselves; therefore the annexation is not being assessed.

In September 2015 Council approved Annexation No. 14 (Parcel Map No. 19496) to the CFD located at the northeast corner of California Street and Lugonia Avenue for the maintenance of landscaping and associated irrigation equipment on the California Street center median. The maintenance of landscaping and associated irrigation equipment on California Street and Lugonia Avenue parkway frontages will be maintained by the property owner and will not be assessed.

In December 2017 Council approved Annexation No. 15 (Parcel Map No. 18535-1) to the CFD located at the northwest corner of Eureka Street and Stuart Avenue for the maintenance of street trees, landscaping and irrigation in the rights-of-way and landscape maintenance along the property frontage. Annexation No. 15 will be dormant because the property owners have agreed to be responsible for all landscaping and irrigation efforts themselves; therefore the annexation is not being assessed.

In April 2017 Council approved Annexation No, 16 (Tract Map No. 18988) to the CFD located on the north side of Pioneer Avenue, east of Texas Street for the maintenance of parks, slopes, parkways, median, open space, shade and seating structures, and monuments within and adjacent to said tract.

In July 2017 Council approved Annexation No. 17 (Tract Map No. 17022) to the CFD located at the northeast corner of Pioneer Avenue and Texas Street for the maintenance of slopes, parkways, open space and citrus trees within and adjacent to the tract. This project has not yet begun construction.

In May 2018 Council approved Annexation No. 18 (Parcel Map No. 19465) to the CFD located at the southeast corner of Alabama Street and Park Avenue for the maintenance of street trees, landscaping and irrigation in the rights-of-way and landscape maintenance easement along the property frontage within and in the parcel map. The maintenance of landscaping and associated irrigation equipment on Alabama Street and Park Avenue parkway frontages and landscape maintenance easement will be maintained by the property owner and will not be assessed.

In January 2020 Council approved Annexation No. 19 (Tract Map No.19942) to the CFD located at the northeast corner of Wabash Avenue and Sylvan Boulevard for the maintenance of parks, slopes, parkways, and open space within and adjacent to the tract.

In May 2019 Council approved Annexation No. 20 (Tract Map No. 19956) to the CFD located at the southeast corner of Wabash Avenue and Citrus Avenue for the maintenance of slopes, parkways, and open space within and adjacent to the tract.

In September 2019 City Council approved Annexation No. 21 (Tract Map No. 20126) to the CFD located on the north side of Lugonia Avenue, south of Pennsylvania Avenue, east of Judson Street for the maintenance of parks, slopes, parkways, open space, and citrus groves within and adjacent to the tract.

In September 2020 City Council approved Annexation No. 22 (Parcel Map No. 19981) to the CFD located at the northwest corner of Alabama Street and Park Avenue for the maintenance of parkways.

In April 2021 City Council approved Annexation No. 23 (Parcel Map No. 18536) to the CFD located at the southwest Corner of Stuart Avenue and Eureka Street for maintenance of parkways.

In January 2021 City Council approved Annexation No. 24 (CUP No. 1129) to the CFD located at the southeast corner of Eureka Street and Stuart Avenue for the maintenance of parkways.

In June 2023 City Council approved Annexation No. 25 (Tract Map No. 20065) located on the south side of East Highland Avenue and west of Redlands Street for maintenance of infiltration trenches, infiltration basins, storm drain facilities, landscaping, and street trees.

In March 2022 City Council approved Annexation No. 26 (Tract Map No. 20257) to the CFD located at the northwest corner of San Bernardino Avenue and Texas Street for the maintenance of perimeter lettered lots, retention basins, and street trees.

In October 2022 City Council approved Annexation No. 27 (Planned Development No. 4) to the CFD located at the northeast corner of Mountain View Avenue and I-10 for maintenance of public trails and trail fences.

Annexation No. 29 (Tentative Tract Map No. 20336), located on the north side of Domestic Avenue approximately 700 feet west of Texas Street, was approved by Council February, 2024.

City Council Meeting **K. 2.**

DATE: 10/07/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Public Hearing to consider Resolution Nos. 8724 and 8725, and determine that adoption of Resolution Nos. 8724 and 8725 are not subject to environmental review pursuant to Section 15061 (b)(3) of the California Environmental Quality Act
(Mayor to declare the meeting open as a public hearing)

a. Resolution No. 8724 - Calling a special election on the question of levying special taxes within the territory to be annexed to Community Facilities District No. 2004-1; and

b. Resolution No. 8725 - Declaring results of the special election of Annexation No. 30 to Community Facilities District No. 2004-1

(Development Services Department Director Desatnik)

PROCEDURE FOR PUBLIC HEARING:

1. Mayor opens public hearing.
2. Mayor asks City Clerk if notice of the hearing has been published and mailed as required by law.
3. Mayor calls for report from the development services department with regard to the annual levy of special taxes within the annexing territory to pay costs of the maintenance of a parking lot, infiltration basin, storm water treatment devices, landscaping, and street trees within lettered lot "I", lettered lot "F" and street right-of-way adjacent to Tract Map No 20528, and any other public services authorized by the act.
4. Mayor asks if anyone wishes to file a protest or speak regarding the proposed annexation.
5. Mayor asks if City Clerk agrees to hold the special election within the annexing territory on October 7, 2025.
6. Mayor closes public hearing.
7. The City Council may adopt the following resolution: resolution of the City Council of the City of Redlands calling special election and submitting to the qualified electors of territory proposed to be annexed to community

facilities district No. 2004-1 of the City of Redlands the question of levying special taxes within that territory (Annexation No. 30).
8. City Clerk conducts special election and announces results of canvass of votes cast.
9. The City Council may adopt the following resolution: resolution of the City Council of the City of Redlands declaring the results of the special election for community facilities district No. 2004-1 of the City of Redlands on the proposition of the annual levy of special taxes within the territory proposed to be annexed to said community facilities district to pay the costs of certain services to be provided by the community facilities district, determining that the territory proposed to be annexed is added to and part of said community facilities district with full legal effect, and ordering the recording of a map of the boundaries of said community facilities district including the territory annexed thereto (Annexation No. 30).

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motions are provided:

1. I move that adoption of Resolution Nos. 8724 and 8725 are not subject to environmental review pursuant to Section 15061 (b)(3) of the California Environmental Quality Act, as the adoption of these Resolutions does not have the potential to cause a significant effect on the environment.

2. I move City Council approve Resolution No. 8724.

   Mayor to request City Clerk to conduct Special Election and announce results of canvass of votes cast; and

3. I move City Council approve Resolution No. 8725.

RECOMMENDATION:

Staff recommends the Mayor conduct the annexation proceeding in accordance with the above "Mayor's Agenda" and City Council adopt Resolution Nos. 8724 and 8725.

DISCUSSION:

On September 2, 2025, City Council approved Resolution No. 8713 to commence with the annexation proceedings for Meritage Homes of California, Inc., a California corporation, Tract Map No. 20528, to Community Facilities District No. 2004-1 (CFD) for the purposes of performing maintenance of a parking lot, infiltration basin, storm water treatment devices, landscaping, and

street trees within lettered lot "I", lettered lot "F" and street right-of-way adjacent to Tract Map No 20528, and any other public services authorized by the act. Additionally, at that meeting, a public hearing was set for October 7, 2025, regarding the annexation of approximately 12.05 acres of land located on the north side of West Pioneer Avenue and east of I-210. At the conclusion of the public hearing, City Council will consider adopting Resolution No. 8724 scheduling a special election within the territory to be annexed. Resolution No. 8725 schedules the special election for October 7, 2025, immediately following the public hearing.

Meritage Homes of California, requested the annexation of its property into the CFD and delivered to the City Clerk a written waiver consenting to the special election being conducted by the City Clerk on October 7, 2025. The City Clerk consented to conduct the special election on that date.

Immediately following the adoption of Resolution No. 8724, the property owners will deliver voted ballots to the City Clerk. The City Clerk will then canvass the voted ballot(s) and report the results of the election to the Council. The Council will then consider the adoption of Resolution No. 8725, declaring the results of the election which will complete the annexation of the property to the Community Facilities District.

The adoption of Resolution Nos. 8724 and 8725 are not subject to environmental review pursuant to Section 15061 (b)(3) of the California Environmental Quality Act, as the adoption of these Resolutions does not have the potential to cause a significant effect on the environment.

CFD 2004-1 has had multiple annexations in the past 21 years, which are listed in Attachment "L".

ALTERNATIVES:

The Council may choose to deny the request to annex property into CFD No. 2004-1; however, another funding source for the maintenance of a parking lot, infiltration basin, storm water treatment devices, landscaping, and street trees will need to be identified.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Brian Desatnik, Development Services Department Director

RECOMMENDED BY:
Charles M. Duggan, Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager

PREPARED BY:
Donald P. Young, One Stop Permit Center Manager

Fiscal Impact

Budgeted Y/N: NA

Discussion:

There is no fiscal impact to the City as all costs for this annexation are borne by the property owner.

Appropriation Required Y/N: No

Discussion:

There is no fiscal impact to the City as all costs for this annexation are borne by the property owner.

Attachments

Attachment A - Reso. 8713 (ROI)
Attachment B - Ballot Pamphlet
Attachment C - Official Ballot
Attachment D - Aerial Map
Attachment E - Reso. 8724 Calling Election
Attachment F - Reso 8725 Declaring Results of Election
Attachment G - Notice of Hearing
Attachment H - Boundary Map
Attachment I - Affidavit
Attachment J - Waiver
Attachment L - Annexation List
Attachment K - Registrar of Voters
Amendment

RESOLUTION NO. 8713

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS AND ADOPTING A MAP OF THE AREA PROPOSED TO BE ANNEXED THERETO (ANNEXATION NO. 30)

WHEREAS, the City Council (the "City Council") of the City of Redlands (the "City") has established Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District") for the purpose of levying special taxes on parcels of taxable property therein for the purpose of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property; and

WHEREAS, it is necessary that certain parcels of property be annexed to the Community Facilities District in order that they may be developed and receive the benefit of services which will be financed by the annual levy of special taxes on said property sufficient to pay the costs of such services and costs incidental thereto; and

WHEREAS, the current Rate and Method of Apportionment of Special Tax (the "Rate and Method") set forth in Exhibit "B" hereto, requires that Special Tax for all parcels increase annually in accordance with the Los Angeles-Riverside-Orange County Consumer Price Index (the "LRO Index"); and

WHEREAS, the LRO Index no longer exists and has been replaced by the Riverside-San Bernardino-Ontario Consumer Price Index (the "RSO Index"); and

WHEREAS, it is necessary for the Rate and Method to be modified to reference the RSO Index, as the LRO Index no longer exists; and

WHEREAS, the City Council is authorized by Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the "Mello-Roos Community Facilities Act of 1982," to annex territory to the Community Facilities District by complying with the procedures set forth in said Article 3.5;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are hereby incorporated into this resolution.

Section 2. Name of District. The name of the existing Community Facilities District is "Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California."

Section 3. Amendment of Rate and Method. The reference to the "Los Angeles-Riverside-Orange County" Consumer Price Index in Section C of the Rate and Method is hereby replaced with the "Riverside-San Bernardino-Ontario Consumer Price Index." No other portion of the Rate and Method shall be amended.

Section 4. Intention. The City Council declares its intention to conduct proceedings pursuant to said Article 3.5 for the annexation to the Community Facilities District of the territory described in Exhibit "A" attached hereto. The City Council determines that the public convenience and necessity require that such territory be annexed to the Community Facilities District.

Section 5. Description of Territory Proposed To Be Annexed; Annexation Map. The territory which is included in the existing Community Facilities District is described on the map of the Community Facilities District recorded on May 18, 2004 in Book 76 of Maps of Assessment and Community Facilities Districts, page 94, and as Instrument No 2004-0347327 in the official records of the County of San Bernardino. The territory proposed to be annexed to the Community Facilities District is described in Exhibit "A" attached hereto and by this reference made a part hereof. Such territory is also shown and described on the map thereof entitled "Annexation Map No. 30, Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California," which is on file with the City Clerk (the "Annexation Map") and is incorporated herein by this reference.

Section 6. Types of Services; Incidental Expenses; Plan for Providing Services. The services to be provided and financed by the existing Community Facilities District include the maintenance of landscaping within the Community Facilities District, including but not limited to, parkways, open space areas, citrus groves, firebreaks, medians and street trees and the associated maintenance of bushes, shrubs and ground cover. Annexation No 30 is proposed to provide maintenance of infiltration basins, storm water treatment facilities, landscaping and street trees within lettered lots "I" and "F," and street right-of-way adjacent to Tract Map No. 20528, and any other public services authorized by the Mello-Roos Community Facilities Act of 1982, in the area of the Annexation No. 30 property and the Community Facilities District. The Community Facilities District shall also finance costs associated with the determination of the amount of and the levy and collection of special taxes which are levied to provide such services and costs otherwise incurred in order to carry out its authorized purposes. The services described above shall be provided, as needed, throughout the Community Facilities District and the territory proposed to be annexed thereto for the benefit of all owners of property and residents of the Community Facilities District and the territory proposed to be annexed thereto. All owners of taxable parcels of property within the Community Facilities District and the territory proposed to be annexed thereto shall pay special taxes at the same rate to finance the annual cost of providing such services. The services to be provided and financed by the Community Facilities District, as previously described, are necessary to meet increased demands placed upon the City as a result of development occurring within the Community Facilities District and the territory proposed to be annexed thereto.

Section 7. Special Taxes. Except where funds are otherwise available, special taxes sufficient to pay the costs of the services described in Section 6 above and the annual administrative expenses of the City and the Community Facilities District in determining,

apportioning, levying and collecting such special taxes, shall be annually levied within the territory proposed to be annexed to the Community Facilities District. Pursuant to Section 53340 of the California Government Code, the special taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. The rates and method of apportionment of said special taxes shall be as set forth in Exhibit "B" attached hereto and by this reference made a part hereof. The property within the territory proposed to be annexed shall be assigned at the rate set forth for Special Tax Rate Category B as set forth in Exhibit "B" attached hereto and for Fiscal Year 2025-26, and each Fiscal Year thereafter, assessed at the rate set forth in Table 2 in Exhibit "B" attached hereto, subject to annual increases beginning in Fiscal Year 2026-27 by the greater of 2% or the percentage increase in the Consumer Price Index as determined pursuant to the method of apportioning such special taxes set forth in said Exhibit "B". No alteration of the special tax rates to be levied in the existing Community Facilities District, and established annexations, will result from the proposed annexation. The maximum special tax rate in the existing community facilities district, and established annexations, may not be increased as a result of this proceeding to annex property to the Community Facilities District.

Section 8. Adoption of Annexation Map. Pursuant to Section 3110.5 of the Streets and Highways Code, the City Council adopts the Annexation Map as the map of the area proposed to be annexed to the Community Facilities District. Pursuant to Section 3111 of said Code, the City Clerk shall file the original of the Annexation Map in her office and shall file a copy of the Annexation Map with the County Recorder of the County of San Bernardino no later than 15 days prior to the date of the hearing specified in Section 9 hereof.

Section 9. Hearing. A public hearing on the proposed annexation of said territory to the Community Facilities District shall be held at 6:00 p.m., or as soon thereafter as the matter may be heard, on October 7, 2025 in the Council Chambers at the City of Redlands Civic Center, 35 Cajon Street, Redlands, California, 92373.

Section 10. Notice. The City Clerk shall publish a notice of the time and place of said hearing as required by Section 53322 of the California Government Code, and shall also give notice of the hearing by first class mail to each registered voter and landowner within the territory proposed to be annexed to the Community Facilities District as prescribed by Section 53339.4 of said Code. Said notice shall be published at least seven (7) days and mailed at least fifteen (15) days before the date of the hearing and shall contain the information required by said Section 53339.4.

Section 11. Description of Voting Procedures. The voting procedures to be followed in conducting the election on the proposition with respect to the levy of special taxes within the territory proposed to be annexed to the Community Facilities District to shall be as follows:

(a) If, for each of the 90 days preceding the close of the public or protest hearing (hereinafter referred to as the "protest hearing") at least 12 persons are registered to vote within the territory proposed to be annexed to the Community Facilities District, the election shall be conducted by the City Clerk, and shall be held on a date selected by the City Council in conformance with the provisions of Section 53326 of the California

Government Code ("Section 53326") and pursuant to the applicable provisions of law regulating elections of the City, insofar as they may be applicable, and pursuant to Section 53326 the ballots for the election shall be distributed to the qualified electors of the territory proposed to be annexed to the Community Facilities District by mail with return postage prepaid and the election shall be conducted as a mail ballot election.

(b) If at the time of the close of the protest hearing, and for at least the preceding 90 days, less than 12 persons have been registered to vote within the territory proposed to be annexed to the Community Facilities District, and pursuant to Section 53326, the vote is therefore to be by the landowners of that territory, with each landowner of record at the close of the protest hearing having one vote for each acre or portion of an acre of land that he or she owns, the election shall be conducted by the City Clerk as follows:

(1) The election shall be held on the earliest date following the conclusion of the protest hearing upon which it can be held pursuant to Section 53326 which may be selected by the City Council, or such earlier date as the owners of land within the territory proposed to be annexed to the Community Facilities District and the City Clerk agree and concur is acceptable.

(2) Pursuant to Section 53326, the election may be held earlier than 90 days following the close of the protest hearing if the qualified electors of the territory proposed to be annexed to the Community Facilities District waive the time limits for conducting the election set forth in Section 53326 by unanimous written consent and the City Clerk concurs in such earlier election date as shall be consented to by the qualified electors.

(3) Pursuant to Section 53326, ballots for the election shall be distributed to the qualified electors by the City Clerk by mail with return postage prepaid or by personal service.

(4) Pursuant to applicable provisions of law regulating elections of the City which govern the conduct of mail ballot elections, and Division 4 (commencing with Section 4000) of the California Elections Code with respect to elections conducted by mail, the City Clerk shall mail or deliver to each qualified elector an official ballot in a form specified by the City Council in the resolution calling the election, and shall also mail or deliver to all such qualified electors a ballot pamphlet and instructions to voter, including a sample ballot identical in form to the official ballot but identified as a sample ballot, a statement pursuant to Section 9401 of the said Code, an impartial analysis by the City Attorney pursuant to Section 9280 of the said Code with respect to the ballot proposition contained in the official ballot, ballot arguments and rebuttals, if any, pursuant to Sections 9281 to 9287, inclusive, of said Code, a return identification envelope with prepaid postage thereon addressed to the City Clerk for the return of voted official ballots, and a copy of this resolution; provided, however, that such statement, analysis and arguments may be waived with the unanimous consent of all the landowners of the territory proposed to be annexed to the Community Facilities District and shall be so stated in the resolution adopted by the City Council calling the election.

(5) The official ballot to be mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter, and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner-voter is other than a natural person, that he or she is an officer of or other person affiliated with the landowner-voter entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter, that in voting such official ballot it was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the proposition set forth in the official ballot as marked thereon in the voting square opposite such proposition, and further certifying as to the acreage of the landowner-voter's land ownership within the territory proposed to be annexed to the Community Facilities District.

(6) The return identification envelope delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of said declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the City Clerk.

(7) The information-to-voter form to be mailed or delivered by the City Clerk to the landowner-voters shall inform them that the official ballots shall be returned to the City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by 5:00 o'clock p.m. on the date of the election.

(8) Upon receipt of the return identification envelopes which are returned prior to the voting deadline on the date of the election, the City Clerk shall canvass the votes cast in the election, and shall file a statement with the City Council at its next regular meeting regarding the results of such canvass and the election.

The procedures set forth in this section for conducting the election may be modified as the City Council may determine to be necessary or desirable by a resolution subsequently adopted by the City Council.

ADOPTED, SIGNED AND APPROVED this 2nd day of September, 2025.

Mario Saucedo, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council of said City at a regular meeting thereof held on the 2nd of September, 2025 by the following vote:

AYES:	Councilmembers Barich, Davis, Shaw; Mayor Saucedo
NOES:	None
ABSENT:	Councilmember Tejeda
ABSTAINED:	None

Jeanne Donaldson, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION
FOR
ANNEXATION NO. 30 TO
COMMUNITY FACILITIES DISTRICT NO. 2004-1
CITY OF REDLANDS, COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

The property located in the City of Redlands, County of San Bernardino, State of California identified by San Bernardino County Assessor's Parcel Nos.: 0167-061-01-0000 and 0167-061-03-0000.

EXHIBIT "B"

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
COMMUNITY FACILITIES DISTRICT NO. 2004-1
OF THE CITY OF REDLANDS

A Special Tax (the "Special Tax") shall be levied on and collected from each Parcel of Taxable Property (defined below) in Community Facilities District No. 2004-1 (the "District"), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2004, in an amount determined by the City Council of the City of Redlands, acting in its capacity, as the legislative body of the District (hereinafter as the "Council"), by applying the rate and method of apportionment set forth below. All of the real property in the District, unless exempted by law or by the provisions herein, shall be taxed for the purposes, to the extent, and in the manner provided herein.

A. DEFINITIONS

"Additional Maintenance" means the maintenance of landscaping for Parcels assigned to a Special Tax Rate Category in addition to the Basic Maintenance, including, but not limited to, the maintenance of significant open space, citrus groves, and firebreaks and extensive medians and parkways.

"Additional Maintenance Rate Per Benefit Unit" means the Special Tax Rate per Benefit Unit that will be levied in any Fiscal Year on Parcels of Taxable Property assigned to a Special Tax Rate Category to pay the cost of Additional Maintenance, if any, for such Parcels, including, but not limited to, the City's administrative costs in levying and collecting the Special Tax and managing and administering the Additional Maintenance in such Fiscal Year.

"Basic Maintenance" means the normal maintenance of basic landscaping within the District, including, but not limited to, parkways, open space areas, medians and street trees and the associated maintenance of bushes, shrubs and ground cover.

"Base Rate Per Benefit Unit" means the Special Tax Rate per Benefit Unit that will be levied in any Fiscal Year on all Parcels of Taxable Property in the District to pay the estimated cost of the Basic Maintenance, including, but not limited to, the City's administrative costs in levying and collecting the Special Tax and managing and administering the Basic Maintenance in such Fiscal Year.

"Benefit Unit" means a Single-family residential lot or dwelling unit or the equivalent. Commercial property is assigned Benefit Units based on acreage with the basis being four (4) Benefit Units per acre, consistent with the average residential density in the City. Industrial Property is assigned Benefit Units based on acreage with the basis being two (2) Benefit Units per acre. Multi-family property is assigned 60 percent of one Benefit Unit per dwelling unit and Religious Property is assigned two (2) Benefit Units per acre.

"City" means the City of Redlands.

"Council" has the meaning set forth in the preamble.

"Commercial Property" means any Parcel that is used for the purpose of selling, distributing or furnishing a product or service.

"Development" means any approved development and/or improvement of property resulting in the recordation of a final map or the issuance of a building permit.

"District" has the meaning set forth in the preamble.

"Exempt Property" means property that is exempt from the levy of the Special Tax, including all publicly owned or dedicated property, sliver parcels, common lots, open space and any other property that cannot be developed.

"Fiscal Year" means the period from and including July 1st of any year to and including the following June 30th.

"Industrial Property" means any Parcel that is used for the purpose of manufacturing a product.

"Land Use Category" means any of the categories contained in Table 1 to which Parcels of Taxable Property are assigned consistent with the land use approvals that have been received or proposed for the Parcel as of March 1 preceding the beginning of a Fiscal Year.

"Maximum Special Tax Rate(s)" means the Maximum Special Tax Rate(s) per Benefit Unit for Parcels in all Special Tax Rate Categories that can be levied by the Council in any Fiscal Year as determined pursuant to Section C. The Maximum Special Tax Rates per Benefit Unit for Parcels in all Special Tax Rate Categories, including the Base Rate Per Benefit Unit and the Additional Maintenance Rate Per Benefit Unit, as set forth in Table 2, shall be increased by the percentage increase in the Consumer Price Index (All Items) for Los Angeles – Riverside – Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or by two percent (2%), whichever is greater, on July 1, 2005 for Fiscal Year 2005-06 and on each subsequent July 1 for the Fiscal Year then commencing.

"Multi-family Residential Property" means any Parcel of residential property that consists of a building or buildings comprised of attached residential units available for rental, but not purchase, by the general public and under common ownership and/or management.

"Parcel" means a lot or Parcel of land that is identified by an Assessor's Parcel Number in the Tax Assessment Roll of the County Assessor of the County of San Bernardino.

"Religious Property" means any Parcel used as a place of worship or for other religious activities.

"Single-family Residential Property" means any Parcel of residential property that is or will be improved with a building comprised of attached or detached residential units available for purchase or rent by the general public.

"Special Tax(es)" means the Special Tax to be levied in each Fiscal Year on each Parcel of Taxable Property.

"Special Tax Rate Category" means any of the categories identified in Table 2 to which Parcels of Taxable Property in a Development are assigned based on the cost of the Basic Maintenance and the cost of the Additional Maintenance, if any, which will be provided to such Parcels.

"Taxable Property" means Parcels that are not Exempt Property.

B. ASSIGNMENT TO LAND USE CATEGORY

Parcels of Taxable Property in a Development shall be assigned to the appropriate Land Use Category contained in Table 1. Such Parcels shall also be assigned to the appropriate Special Tax Rate Category contained in Table 2, based on the estimated cost for providing the Additional Maintenance, if any, to the Development. The Special Tax shall be levied upon and collected from each such Parcel for each Fiscal Year based on the Benefit Units which are assigned to the Parcel as a result of its assignment to the appropriate Land Use Category and Special Tax Rate Category, as provided in Sections C and D.

TABLE 1
Land Use Category

Land Use Category	Description	Benefit Unit(s)
1	Single-family Residential	One (1) / Residence
2	Commercial	Five (5) / Acre
3	Industrial	Two (2) / Acre
4	Multi-family Residential	Six tenths (0.6) / Residential Unit
5	Religious Property	Two (2) / Acre

C. MAXIMUM SPECIAL TAX RATES

The Maximum Special Tax Rate per Benefit Unit for each Parcel for each Fiscal Year shall be the total of the Base Rate Per Benefit Unit plus the Additional Maintenance Rate Per Benefit Unit for the Special Tax Rate Category to which the Parcel is assigned. For Fiscal Year 2004-05 the Base Rate Per Benefit Unit and the Additional Maintenance Rate Per Benefit Unit for each Special Tax Category shall be the amounts set forth in Table 2 for such Special Tax Rate Category. The Base Rates Per Benefit Unit and the Additional Maintenance Rates Per Benefit Unit for all Parcels in all Special Tax Rate Categories shall be increased by the percentage increase in the Consumer Price Index (All Items) for Los Angeles – Riverside – Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or by two percent (2%), whichever is greater, on July 1, 2005 for Fiscal Year 2005-06 and on each subsequent July 1 for the Fiscal Year then commencing.

TABLE 2
Maximum Special Tax Rates

Special Tax Rate Category	Maximum Rates Per Benefit Unit	
	Base Rate	Additional Maintenance Rate
A	$250	$0
B	$250	$100
C	$250	$200
D	$250	$300
E	$250	$400
F	$250	$500
G	$250	$600
H	$250	$700
I	$250	$800
J	$250	$900
K	$250	$1,000
L	$250	$1,100
M	$250	$1,200
N	$250	$1,300
O	$250	$1,400
P	$250	$1,500
Q	$250	$1,600
R	$250	$1,700
S	$250	$1,800
T	$250	$1,900
U	$250	$2,000
V	$250	$2,100
W	$250	$2,200
X	$250	$2,300
Y	$250	$2,400
Z	$250	$2,500

The Parcels which are to be included in the District at the time of its formation and which are identified in Table 3 shall be assigned to the Land Use Category and the Special Tax Rate Category specified in Table 3.

TABLE 3
Assignment to Land Use Category
and Special Tax Rate Category

Tract No.	Land Use Category	Special Tax Rate Category
16408	One (1)	K

D. METHOD OF APPORTIONMENT AND LEVY OF ANNUAL SPECIAL TAX

For each Fiscal Year, commencing with Fiscal Year 2004-05, the Council shall (a) determine the cost of providing the Basic Maintenance in the District and the amount of the Base Rate Per Benefit Unit to be levied on Parcels of Taxable Property in the District to pay the cost of the Basic Maintenance; (b) determine the cost of providing the Additional Maintenance, if any, for each Special Tax Rate Category, as then applicable, and the amount of the Additional Maintenance Rate Per Benefit Unit, if any, to be levied on Parcels of Taxable Property in each Special Tax Rate Category to pay the cost the Additional Maintenance therefor; and (c) levy the Special Tax on all Parcels of Taxable Property in each Special Tax Rate Category, as then applicable. The amount of the Special Tax to be levied on any Parcel of Taxable Property in any Fiscal Year shall be determined by multiplying the Benefit Units for the Parcel, depending on the Land Use Category to which it is assigned, by the Base Rate Per Benefit Unit and the Additional Maintenance Rate Per Benefit Unit, if any, determined pursuant to clauses (a) and (b) above, for the Special Tax Rate Category to which the Parcel is assigned.

No Special Tax shall be levied on property which, at the time of adoption of the Resolution of Formation for the District, is Exempt Property.

E. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to the District from time to time. As each annexation is proposed, an analysis will be prepared to determine the types and area of landscaping to be maintained, *i.e.,* Basic Maintenance and/or Additional Maintenance, if any, and the estimated annual cost of providing the Additional Maintenance, if any, to the property. Based on this analysis, the property to be annexed will be assigned to the appropriate Special Tax Rate Category contained in Table 2.

COMMUNITY FACILITIES DISTRICT NO. 2004-1
OF THE CITY OF REDLANDS,
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
(ANNEXATION NO. 30)

(Special Election With Respect to Annual
Levy of Special Taxes to Be Levied Within
Territory Proposed to Be Annexed to the
Community Facilities District)

October 7, 2025

Ballot Pamphlet
and
Instructions to Voter

Dear Voter:

The City Council of the City of Redlands has called a special election within territory proposed to be annexed to Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California. This is an all-mailed ballot landowner election. The ballots are being mailed to the persons or entities listed on the County Assessor's latest equalized assessment roll as updated based on more current information available to the City of Redlands.

YOU WILL RECEIVE ONE BALLOT FOR EACH GROUP OF PARCELS LISTED UNDER AN IDENTICAL NAME AND ADDRESS. The ballots will be distributed based on the names and addresses designated on the assessment roll or obtained from such other information. Any parcels with a common name and address were combined for voting purposes. Each qualified voter has been issued one ballot which entitles that voter to vote his or her total acreage of land. Each ballot is allotted a specified number of votes depending on acreage. Each acre or portion thereof is worth one vote.

Please note that your ballot must be received by the City Clerk of the City of Redlands not later than 5:00 p.m., October 7, 2025. A POSTMARK DATE IS NOT ACCEPTABLE. You must use the enclosed envelope for mailing your ballot, or your ballot may be delivered in the envelope, to the office of the City Clerk of the City of Redlands, located at 35 Cajon Street, Suite 4, Redlands, California 92373.

Contained in this Ballot Pamphlet and Instructions to Voter are Instructions to Landowner Voter, a Sample Ballot, and a copy of Resolution No. 8713 of the City Council of the City of Redlands.

If you have any questions, please contact us at (909) 798-7531.

Very truly yours,

Jeanne Donaldson
City Clerk
City of Redlands

INSTRUCTIONS TO LANDOWNER VOTER

HOW TO VOTE YOUR BALLOT

Vote your official ballot by placing a cross (+ or X) in the voting square opposite your choice with a pen or pencil, and by completing, dating and signing the certificate attached thereto.

SPOILING YOUR BALLOT

If you tear your ballot or make an error in voting you may secure another by surrendering the ballot you spoiled, in person or by mail at the address below, or by executing an affidavit to the effect that you lost your ballot, and you will be given another ballot.

RETURNING YOUR BALLOT

Enclose your ballot in the Identification Envelope provided. Supply ALL information requested on the Identification Envelope.

LAST DAY TO RETURN TO CITY CLERK OF THE CITY OF REDLANDS

Your ballot must be returned to the City Clerk of the City of Redlands not later than 5:00 p.m. on October 7, 2025, for it to be counted. YOUR BALLOT CANNOT BE ACCEPTED BEYOND THIS DEADLINE.

Your ballot must be returned in the envelope provided for this purpose, or it may be delivered in the envelope to the City Clerk of the City of Redlands, located at 35 Cajon Street, Suite 4, Redlands, California 92373.

S A M P L E B A L L O T
DO NOT VOTE

OFFICIAL BALLOT

SPECIAL ELECTION FOR
COMMUNITY FACILITIES DISTRICT NO. 2004-1
OF THE CITY OF REDLANDS
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA
October 7, 2025

To vote, mark a cross (+ or X) in the voting square after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Redlands and obtain another.

PROPOSITION A: Shall Proposition A authorizing the annual levy of special taxes on taxable property in the territory proposed to be annexed (the "Property") to Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District"), to pay the costs of the maintenance of parkways, open space areas, citrus groves, firebreaks, medians and street trees and the associated maintenance of bushes, shrubs and ground cover; and, to provide maintenance of infiltration basins, storm water treatment facilities, landscaping and street trees within lettered lots "I" and "F," and street right-of-way adjacent to Tract Map No. 20528, and any other public services authorized by the Mello-Roos Community Facilities Act of 1982, in the area of the Property and the Community Facilities District, and to pay costs associated with the determination of the amount of and the levy and collection of the special taxes at the special tax rates provided for Special Tax Rate Category B and for Fiscal Year 2026-27, subject to annual increases beginning in Fiscal Year 2027-28 by the greater of 2% or the percentage increase in the Consumer Price Index, as provided in the Rate and Method of Apportionment of Special Tax Community Facilities District No. 2004-1 of the City of Redlands, which is attached as Exhibit "B" to Resolution No. 8713 adopted by the City Council of the City of Redlands September 2, 2025 be approved?

YES¤	¤	¢
NO¤	¤	¢

OFFICIAL BALLOT

SPECIAL ELECTION FOR
COMMUNITY FACILITIES DISTRICT NO. 2004-1
OF THE CITY OF REDLANDS
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA

(ANNEXATION NO. 30)

October 7, 2025

NUMBER OF VOTES ENTITLED TO BE CAST: 13

To vote, mark a cross (+ or X) in the voting square after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Redlands and obtain another.

PROPOSITION A: Shall Proposition A authorizing the annual levy of special taxes on taxable property in the territory proposed to be annexed (the "Property") to Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District"), to pay the costs of the maintenance of parkways, open space areas, citrus groves, firebreaks, medians and street trees and the associated maintenance of bushes, shrubs and ground cover; and, to provide maintenance of infiltration basins, storm water treatment facilities, landscaping and street trees within lettered lots "I" and "F," and street right-of-way adjacent to Tract Map No. 20528, and any other public services authorized by the Mello-Roos Community Facilities Act of 1982, in the area of the Property and the Community Facilities District, and to pay costs associated with the determination of the amount of and the levy and collection of the special taxes at the special tax rates provided for Special Tax Rate Category B and for Fiscal Year 2026-27, subject to annual increases beginning in Fiscal Year 2027-28 by the greater of 2% or the percentage increase in the Consumer Price Index, as provided in the Rate and Method of Apportionment of Special Tax Community Facilities District No. 2004-1 of the City of Redlands, which is attached as Exhibit "B" to Resolution No. 8713 adopted by the City Council of the City of Redlands September 2, 2025 be approved?

YES¤	¤	¤
NO¤	¤	¤

Meritage Homes of California, Inc.
12.05 acres – 13 votes

CERTIFICATION

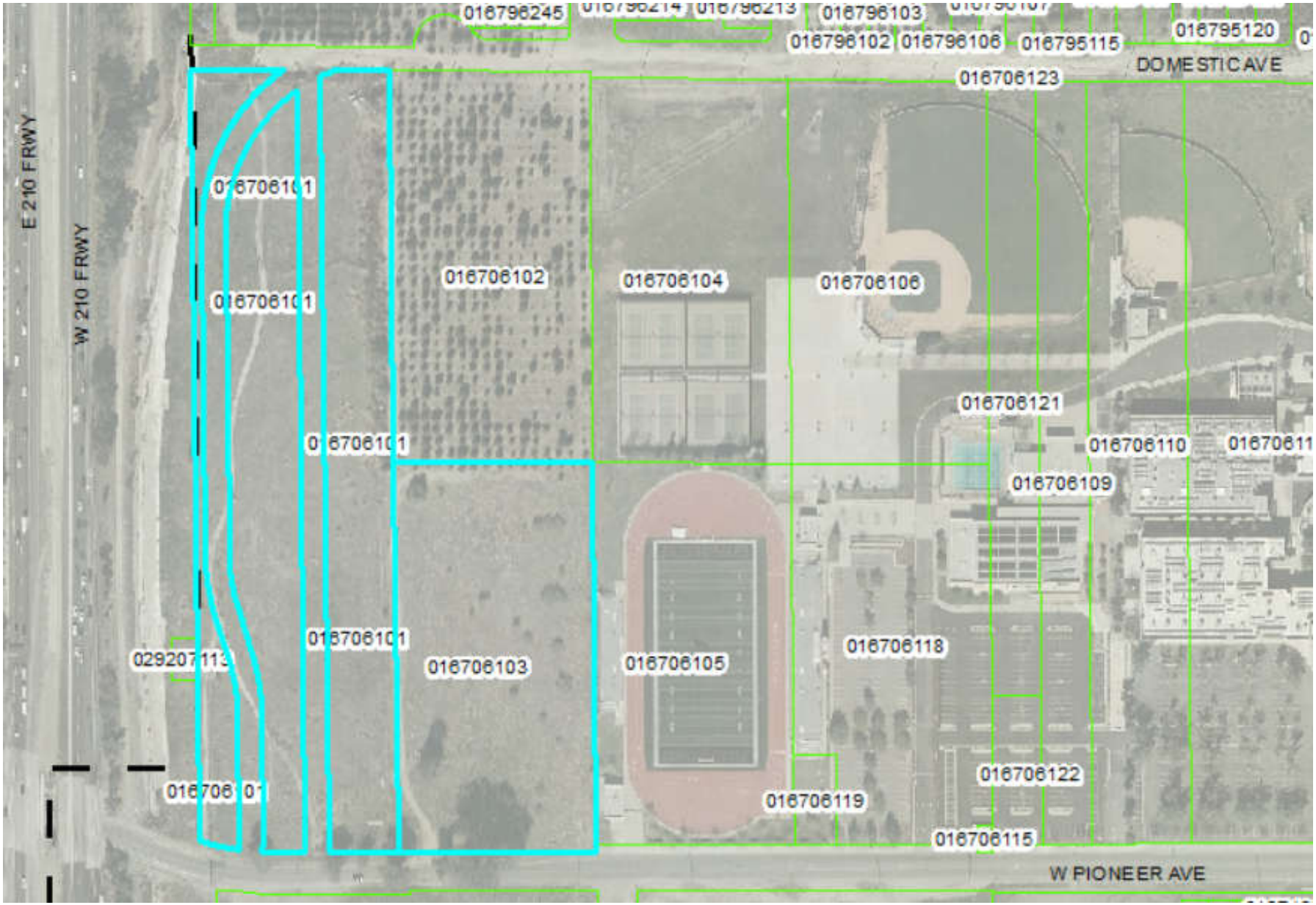
I certify that I am the authorized representative of Meritage Homes of California, Inc., a California corporation, the owner of all of the property to be annexed and included within the boundaries of Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California, (the "Owner") and that I am authorized to vote the Official Ballot to which this certification is attached. I further certify that in voting said ballot it was my intent, as well as the intent of the Owner, to vote all votes to which the Owner is entitled on Proposition A set forth in said ballot as marked in the voting square opposite such proposition. I further certify that the Owner is the owner of approximately 12.05 acres of land proposed to be included within said community facilities district, and that in voting said ballot I intended to vote each vote to which such acreage would entitle the Owner in the manner marked on said ballot.

I certify that this certification was executed on _____, 2025, at _____, California.

Meritage Homes of California, Inc. a California corporation

_____

By: Nicholas Emsiek
Its: Division President


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W PIONEER AVE

RESOLUTION NO. 8724

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS CALLING SPECIAL ELECTION AND SUBMITTING TO THE QUALIFIED ELECTORS OF TERRITORY PROPOSED TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS THE QUESTION OF LEVYING SPECIAL TAXES WITHIN THAT TERRITORY (ANNEXATION NO. 30)

WHEREAS, the City Council (the "City Council") of the City of Redlands (the "City") has heretofore conducted proceedings for the establishment of and has established Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District"), and the Community Facilities District has been authorized to annually levy special taxes to pay the costs of certain services which are necessary to meet increased demands placed upon the City as a result of development; and

WHEREAS, the City Council is authorized by Article 3.5 (commencing with Section 53339) of Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the "Mello-Roos Community Facilities Act of 1982," to annex territory to the Community Facilities District; and

WHEREAS, on September 2, 2025, the City Council adopted Resolution No. 8713, a resolution of intention to annex territory to the Community Facilities District pursuant to Section 53339.2 of the California Government Code, determining that the public convenience and necessity require that certain property, consisting of approximately 12.05 acres, be annexed to the Community Facilities District and containing all of the matters prescribed by Section 53339.3 of said Code, and fixing 6:00 p.m., or as soon thereafter as the matter may be heard, on October 7, 2025, in the meeting room of the City Council as the time and place for a hearing upon said resolution; and

WHEREAS, pursuant to said resolution, the City Clerk has published and mailed notice of the time and place of said hearing as required by Section 53339.4 of said Code; and

WHEREAS, on October 7, 2025, at the time and place of said hearing, the City Council afforded all interested persons for or against the annexation of said property to the Community Facilities District an opportunity to present testimony and to protest against the proposed annexation of said property to the Community Facilities District, and no protests, either oral or in writing, were received; and

WHEREAS, pursuant to Section 53339.7 of said Code, the City Council may now submit the question of levying a special tax within the territory proposed to be annexed to the Community Facilities District to the qualified electors within that territory.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. Findings. The City Council finds that: (i) the foregoing recitals are true and correct and are incorporate herein by this reference; (ii) less than 12 persons have been registered to vote within the territory proposed to be annexed to the Community Facilities District during the 90 days preceding the close of the public hearing held on October 7, 2025, and no persons are registered to vote therein; (iii) pursuant to Section 53326 of the California Government Code, as a result of the findings set forth in clause (ii) above, the vote in the special election called by this resolution shall be by the landowners of the territory proposed to be annexed to the Community Facilities District whose property would be subject to the special taxes if they were levied at the time of the election, and each landowner shall have one vote for each acre, or portion thereof, which he or she owns within said territory which would be subject to the proposed special taxes if they were levied at the time of the election; and (iv) pursuant to said Section 53326, the special election must be held at least 90 days, but not more than 180 days following the date of the adoption of this resolution, unless such time periods are waived with the unanimous waiver of the qualified electors. All of the qualified electors in the territory to be annexed waived the time limits, word limit requirement for the ballot, and election formalities of the special election.

Section 2. Special Election. A special election is called for and shall be held on Tuesday, October 7, 2025, for the purpose of submitting to the qualified electors of the territory proposed to be annexed to the Community Facilities District the question of whether special taxes shall annually be levied within said territory to finance the maintenance of landscaping within the Community Facilities District, including but not limited to, parkways, open space areas, citrus groves, firebreaks, medians and street trees and the associated maintenance of bushes, shrubs and ground cover. Annexation No 30 is proposed to provide maintenance of infiltration basins, storm water treatment facilities, landscaping and street trees within lettered lots "I" and "F," and street right-of-way adjacent to Tract Map No. 20528, and any other public services authorized by the Mello-Roos Community Facilities Act of 1982, in the area of the Property and the Community Facilities District, the costs associated with the determination of the amount of and levy and collection of special taxes which will be levied to provide the services, and costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District pursuant to the Rates and Method of Apportionment of the Special Taxes, attached as Exhibit "B" to Resolution No. 8713.

Section 3. Ballot Proposition. The proposition to be submitted on October 7, 2025, to the qualified electors of the territory proposed to be annexed to the Community Facilities District shall be as follows:

> PROPOSITION A: Shall Proposition A authorizing the annual levy of special taxes on taxable property in the territory proposed to be annexed (the "Property") to Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District"), to pay the costs of the maintenance of parkways, open space areas, citrus groves, firebreaks, medians and street trees and the associated maintenance of bushes, shrubs and ground cover; and, to provide maintenance

of infiltration basins, storm water treatment facilities, landscaping and street trees within lettered lots "I" and "F," and street right-of-way adjacent to Tract Map No. 20528, and any other public services authorized by the Mello-Roos Community Facilities Act of 1982, in the area of the Property and the Community Facilities District, and to pay costs associated with the determination of the amount of and the levy and collection of the special taxes at the special tax rates provided for Special Tax Rate Category B and for Fiscal Year 2026-27, subject to annual increases beginning in Fiscal Year 2027-28 by the greater of 2% or the percentage increase in the Consumer Price Index, as provided in the Rate and Method of Apportionment of Special Tax Community Facilities District No. 2004-1 of the City of Redlands, which is attached as Exhibit "B" to Resolution No. 8713 adopted by the City Council of the City of Redlands September 2, 2025 be approved?

Section 4. Conduct of Election. Except as otherwise provided in Section 5 hereof, said election shall be conducted by the City Clerk (the "City Clerk") pursuant to the provisions of the California Elections Code governing elections of cities, and the provisions of Division 4 (commencing with Section 4000) of said Code, insofar as they may be applicable. The full text of the ballot for said election shall be as set forth in Exhibit "A" and shall be included in the ballot pamphlet mailed to each qualified elector pursuant to Section 5 below.

Section 5. Election Procedures. The procedures to be followed in conducting said election shall be as follows:

(a) Pursuant to Section 53326 of the California Government Code, ballots for the election shall be distributed to the qualified electors by the City Clerk by mail with return postage prepaid.

(b) Pursuant to applicable sections of the California Constitution and the California Elections Code governing the conduct of mail ballot elections, including in particular Division 4 (commencing with Section 4000) of said Code, the City Clerk shall mail or deliver to each qualified elector an official ballot in the form attached hereto as Exhibit "A," and shall also mail or deliver to all such qualified electors a ballot pamphlet, instructions to voter, ballot title and summary, including a sample ballot identical in form to the official ballot but identified as a sample ballot, a return identification envelope with prepaid postage thereon addressed to the City Clerk for the return of voted official ballots, and a copy of Resolution No. 8713.

(c) The official ballot to be mailed by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner-voter is other than a natural person, that he or she is an officer of or other person affiliated with the landowner-voter entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter, that in voting such official ballot it was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the proposition set forth in the official ballot as marked thereon in the voting square

opposite such proposition, and further certifying as to the acreage of the landowner-voter's land ownership within the Community Facilities District.

(d) The return identification envelope delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the following: the name of the landowner, the address of the landowner, a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, the printed name and signature of the voter, the address of the voter, the date of signing and place of execution of said declaration, and a notice that the envelope contains an official ballot and is to be opened only by the City Clerk.

(e) The information-to-voter form to be mailed by the City Clerk to the landowner-voters shall inform them that the official ballots shall be returned to the City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted and delivered to the City Clerk by five (5) o'clock p.m. on the date of the election.

(f) Upon receipt of the return identification envelopes which are returned prior to the voting deadline on the date of the election, the City Clerk shall canvass the votes cast in the election, and shall file a statement with the City Council as to the results of such canvass and the election on the proposition set forth in the official ballot.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption

ADOPTED this 7th day of October 2025.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing Resolution was duly adopted by the City Council of said City at a regular meeting thereof held on the 7th day of October, 2025 by the following vote:

AYES:
NOES
ABSENT
ABSTAINED

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

OFFICIAL BALLOT

SPECIAL ELECTION FOR
COMMUNITY FACILITIES DISTRICT NO. 2004-1
OF THE CITY OF REDLANDS
COUNTY OF SAN BERNARDINO
STATE OF CALIFORNIA
October 7, 2025

To vote, mark a cross (+ or X) in the voting square after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Redlands and obtain another.

PROPOSITION A: Shall Proposition A authorizing the annual levy of special taxes on taxable property in the territory proposed to be annexed (the "Property") to Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District"), to pay the costs of the maintenance of parkways, open space areas, citrus groves, firebreaks, medians and street trees and the associated maintenance of bushes, shrubs and ground cover; and, to provide maintenance of infiltration basins, storm water treatment facilities, landscaping and street trees within lettered lots "I" and "F," and street right-of-way adjacent to Tract Map No. 20528, and any other public services authorized by the Mello-Roos Community Facilities Act, in the area of the Property and the Community Facilities District, and to pay costs associated with the determination of the amount of and the levy and collection of the special taxes at the special tax rates provided for Special Tax Rate Category B and for Fiscal Year 2026-27, subject to annual increases beginning in Fiscal Year 2027-28 by the greater of 2% or the percentage increase in the Consumer Price Index, as provided in the Rate and Method of Apportionment of Special Tax Community Facilities District No. 2004-1 of the City of Redlands, which is attached as Exhibit "B" to Resolution No. 8713 adopted by the City Council of the City of Redlands September 2, 2025 be approved?

YES¤	¤	¤
NO¤	¤	¤

RESOLUTION NO. 8725

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING THE RESULTS OF THE SPECIAL ELECTION FOR COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS ON THE PROPOSITION OF THE ANNUAL LEVY OF SPECIAL TAXES WITHIN THE TERRITORY PROPOSED TO BE ANNEXED TO SAID COMMUNITY FACILITIES DISTRICT TO PAY THE COSTS OF CERTAIN SERVICES TO BE PROVIDED BY THE COMMUNITY FACILITIES DISTRICT, DETERMINING THAT THE TERRITORY PROPOSED TO BE ANNEXED IS ADDED TO AND PART OF SAID COMMUNITY FACILITIES DISTRICT WITH FULL LEGAL EFFECT, AND TAKING OTHER RELATED ACTIONS THERETO (ANNEXATION NO. 30)

WHEREAS, the City Council (the "City Council") of the City of Redlands (the "City") has heretofore conducted proceedings for the annexation of approximately 12.05 acres of land (the "Territory") to Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District"), including conducting a public hearing pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the "Mello-Roos Community Facilities Act of 1982," and specifically Section 53339.5 of the Government Code; and

WHEREAS, at the conclusion of said public hearing, the City Council adopted a resolution calling a special election for October 7, 2025 and submitting to the qualified electors of the Territory to be annexed to the Community Facilities District the question of levying special taxes within that Territory to pay the costs of the maintenance of landscaping within the Community Facilities District, including but not limited to, parkways, open space areas, citrus groves, firebreaks, medians and street trees and the associated maintenance of bushes, shrubs and ground cover; and maintenance of infiltration basins, storm water treatment facilities, landscaping and street trees within lettered lots "I" and "F," and street right-of-way adjacent to Tract Map No. 20528, and any other public services authorized by the Mello-Roos Community Facilities Act of 1982, in the area of the Territory and the Community Facilities District and the costs associated with the determination of the amount of and levy and collection of special taxes which will be levied to provide the services and costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District (the "Election Resolution"); and

WHEREAS, the City Council has received a statement from the City Clerk (the "City Clerk"), who pursuant to the Election Resolution was authorized to conduct such special election and act as the election official therefor, with respect to the canvass of the ballot returned and the results of said special election, certifying that at least two-thirds of the votes cast upon the proposition submitted to the qualified electors in said special election were in favor of such proposition.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. Findings. The City Council finds that: (i) the foregoing recitals are true and correct and are incorporated herein by this reference; (ii) there are no registered voters residing within the Territory at the time of the close of the public hearing on October 7, 2025, and pursuant to Section 53326 of the Government Code, the vote in said special election was, therefore, to be by the landowners owning land within the Territory, with each landowner having one vote for each acre or portion thereof of land that he or she owned within the Territory; (iii) pursuant to said Section 53326 and the Election Resolution, the City Clerk caused to be delivered an official ballot for the special election to the owner of the land within the Territory, with return postage prepaid; (iv) said special election has been properly conducted in accordance with all statutory requirements and the provisions of the Election Resolution; (v) pursuant to said Section 53326, Meritage Homes of California, Inc., the owner of all the land within the Territory, was entitled to a total of thirteen (13) votes; (vi) said landowner returned its ballot to the City Clerk prior to the time set by the City Clerk for the close of the election on October 7, 2025; (vii) the ballot returned to the City Clerk by said landowner voted all votes of said landowner in favor of the proposition set forth therein; (viii) at least two-thirds of the votes cast in such special election on said proposition were in favor thereof, and pursuant to Sections 53328 and 53329 of the Government Code, said proposition carried; (ix) pursuant to Section 53339.8 of the Government Code, the City Council is authorized to determine that the Territory to be annexed has been added to and become a part of the Community Facilities District with full legal effect; and (x) the City Council is also authorized, pursuant to said Section 53339.8, to annually levy special taxes within the Territory to pay the costs of the services to be provided by the Community Facilities District.

Section 2. Declaration of Results. At least two-thirds of the votes voted in the special election on the proposition of the annual levy of special taxes within the Territory to pay the costs of the services to be provided by the Community Facilities District were voted in favor thereof, and such proposition carried.

Section 3. Annexation. The Territory is annexed and added to and is a part of the Community Facilities District with full legal effect, and the City Council shall annually levy special taxes within the Territory at the rates specified in Resolution No. 8713 adopted by the City Council on September 2, 2025, to pay costs of certain services to be provided by the Community Facilities District. The boundaries of the Territory are shown on the map entitled, "Annexation Map No. 30, Community Facilities District No. 2004-1 of the City of Redlands, San Bernardino County, State of California," which was recorded on September 4, 2025, at Page 59 of Book 92 of Maps of Assessments and Community Facilities Districts, in the office of the County Recorder of the County of San Bernardino as Document No. 2025-0213946.

Section 4. Pursuant to Section 53339.8 of the Government Code and Section 3117.5 of the Streets and Highways Code, the City Clerk shall cause to be filed with the County Recorder of the County of San Bernardino an amendment of the notice of special tax lien.

Section 5. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 7th day of October 2025.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

CERTIFICATION

I, Jeanne Donaldson, City Clerk of the City of Redlands, do hereby certify that the foregoing resolution was regularly adopted by the City Council of said City at a regular meeting of said Council duly held on the 7th day of October, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____

Jeanne Donaldson, City Clerk

NOTICE OF HEARING ON RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS (ANNEXATION NO. 30)

NOTICE IS HEREBY GIVEN that on September 2, 2025, the City Council of the City of Redlands adopted Resolution No. 8713, declaring the intention of the City Council to annex territory to Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District"), and fixing the time and place of a public hearing thereon for 6:00 p.m., or as soon thereafter as the matter may be heard, on October 7, 2025 in the Council Chambers at the City of Redlands Civic Center, 35 Cajon Street, Redlands, California, 92373 at which time the City Council will hear the testimony of all interested persons for or against the annexation of said territory to the Community Facilities District or the levying of special taxes within such territory to pay the costs of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property.

Resolution No. 8713 provides in summary as follows:

1. The City Council declared its intention to conduct proceedings for the annexation to the Community Facilities District of the territory described in Exhibit "A" to Resolution No. 8713. The City Council determined that the public convenience and necessity require that such territory be annexed to the Community Facilities District.

2. The territory which is included in the Community Facilities District is described on the map of the Community Facilities District recorded on May 18, 2004 in Book 76 of Maps of Assessment and Community Facilities Districts, page 94, and as Instrument No 2004-0347327 in the official records of the County of San Bernardino, as amended. The territory proposed to be annexed to the Community Facilities District is described on the map thereof entitled "Annexation Map No. 30, Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California," which is on file with the City Clerk of the City of Redlands.

3. The types of public services to be provided within the Community Facilities District are as follows:

The services to be provided and financed by the Community Facilities District are the maintenance of landscaping within the Community Facilities District, including but not limited to, parkways, open space areas, citrus groves, firebreaks, medians and street trees and the associated maintenance of bushes, shrubs and ground cover. Annexation No 30 is proposed to provide maintenance of infiltration basins, storm water treatment facilities, landscaping and street trees within lettered lots "I" and "F," and street right-of-way adjacent to Tract Map No. 20528, and any other public services authorized by the Act, in the area of the Property and the Community Facilities District. The Community Facilities District shall also finance costs associated with the determination of the amount of and the levy and collection of special taxes which are levied to provide such services and costs otherwise incurred in order to carry out its authorized purposes. The services described above shall be provided, as needed, throughout the Community Facilities District and the territory proposed to be annexed thereto for the benefit of all owners of property and residents of the Community Facilities District and the territory proposed to be annexed thereto. All owners of taxable parcels of property within the Community Facilities District and the territory

proposed to be annexed thereto shall pay special taxes to finance the annual cost of providing such services. The services to be provided and financed by the Community Facilities District, are necessary to meet increased demands placed upon the City as a result of development occurring within the Community Facilities District and the territory to be annexed thereto.

4. Special taxes sufficient to pay the costs of the services described in Section 3 above and the annual administrative expenses of the City and the Community Facilities District in determining, apportioning, levying and collecting such special taxes, shall be annually levied within the territory proposed to be annexed to the Community Facilities District. The special taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. The rates and method of apportionment of said special taxes shall be as set forth in Exhibit "B" to Resolution No. 8713. The property within the territory proposed to be annexed shall be assigned at the rate set forth for Special Tax Rate Category B as set forth in said Exhibit "B", and for Fiscal Year 2026-27, and each Fiscal Year thereafter, assessed at the rate set forth in Table 2 in said Exhibit "B", subject to annual increases beginning in Fiscal Year 2027-28 by the greater of 2% or the percentage increase in the Consumer Price Index as determined pursuant to the method of apportioning such special taxes set forth in said Exhibit "B".

5. A public hearing on the annexation of said territory to the Community Facilities District shall be held at 6:00 p.m., or as soon thereafter as the matter may be heard, on October 7, 2025, in the Council Chambers at the City of Redlands Civic Center, 35 Cajon Street, Redlands, California.

6. Resolution No. 8713 contains other provisions which are not summarized above, including voting procedures to be followed in conducting the election on the proposition with respect to the levy of special taxes within the territory proposed to be annexed to the Community Facilities District to pay the costs of services to be financed by the Community Facilities District. The election shall be conducted by the City Clerk. A copy of Resolution No. 8713 may be reviewed or obtained at the office of the City Clerk of the City of Redlands located at 35 Cajon Street, Redlands, California.

NOTICE IS FURTHER GIVEN that at the time and place of said hearing, all persons interested for or against the annexation of said territory to the Community Facilities District or the levying of special taxes within such territory to pay the costs of providing certain services within the territory proposed to be annexed to the Community Facilities District will be heard. At the hearing, protests against the proposals described in Resolution No. 8713 may be made by any interested person. Any protests pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularities or defects to which objection is made. All written protests shall be filed with the City Clerk prior to the time fixed for the hearing. The City Council may waive any irregularities in the form or content of any written protests and at the hearing may correct minor defects in the proceedings. Written protests may be withdrawn in writing at any time before the conclusion of the hearing.

If the owners of one-half or more of the area of land in the territory included in the existing district, or if the owners of one-half or more of the area of land in the territory proposed to be annexed to the Community Facilities District file written protests against the proposed annexation of such territory to the Community Facilities District, and protests are not withdrawn

so as to reduce the protest to less than a majority, no further proceedings shall be undertaken for a period of one year from the date of decision of the City Council on the issues discussed at the hearing.

The hearing may be continued from time to time, but shall be completed within 30 days. At the conclusion of the hearing, the City Council may abandon the proceedings or may, after passing upon all protests, submit the question of levying the special tax within the area proposed to be annexed to the Community Facilities District to the qualified electors of the area proposed to be annexed.

If you wish to challenge the City's action on these matters in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Office of the City Clerk at or prior to the public hearing.

DATED: September 23, 2025

Jeanne Donaldson

Jeanne Donaldson, City Clerk
City of Redlands, County of San Bernardino

Conformed Copy

SHEET 1 OF 1

ANNEXATION MAP NO. 30

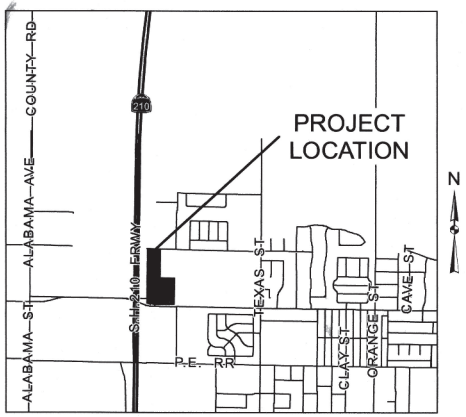
COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

THIS MAP SHOWS THE BOUNDARIES OF AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, STATE OF CALIFORNIA. THE BOUNDARIES OF WHICH COMMUNITY FACILITIES DISTRICT ARE SHOWN AND DESCRIBED ON THE MAP THEREOF WHICH WAS PREVIOUSLY RECORDED ON MAY 18, 2004 BOOK 76 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE 94 AND AS INSTRUMENT NO. 2004-0347327 IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA.

I HEREBY CERTIFY THAT THE WITHIN MAP OF THE AREAS TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS, SAN BERNARDINO COUNTY , STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AT A REGULAR MEETING THEREOF, HELD ON THE 2ND DAY OF SEPTEMBER, 2025, BY IT'S RESOLUTION NO. 8713.

Jesse Donaldson
CITY CLERK OF THE CITY OF REDLANDS

VICINITY MAP
NOT TO SCALE





SAN BERNARDINO COUNTY RECORDER'S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER 2025-0213946 THIS 4TH DAY OF September, 2025, AT THE HOUR OF 2:24 O'CLOCK P. M., IN BOOK 92 OF *, PAGE 59. AT THE REQUEST OF **.
IN THE AMOUNT OF $ 110.00.
* Assessment maps
** Community Facilities District No. 2004-1 of The City of Redlands.

JOSIE GONZALES
ASSESSOR-RECORDER-COUNTY CLERK
SAN BERNARDINO COUNTY

BY: _____
DEPUTY RECORDER

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF REDLANDS THIS 2ND DAY OF SEPTEMBER, 2025.

BY: Jesse Donaldson
CITY CLERK OF THE CITY OF REDLANDS

LEGEND

———	ANNEXATION BOUNDARY
———	PARCEL BOUNDARY
XXXX-XXX-XX-XXXX	ASSESSOR'S PARCEL NUMBER

N

0 500
Feet

Webb MUNICIPAL FINANCE

THIS ANNEXATION MAP CORRECTLY SHOWS THE LOT OR PARCEL OF LAND INCLUDED WITHIN THE BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. FOR DETAILS CONCERNING THE LINES AND DIMENSIONS OF LOTS OR PARCELS REFER TO THE COUNTY ASSESSOR'S MAPS FOR FISCAL YEAR 2025-2026.

M:\GIS-Assessment\Redlands\CFD2004-1_Annex30.mxd

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1255 W. Colton Ave.; Suite 133
Redlands, California 92374
(909) 259-9315
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City of Redlands
35 Cajon Street
Redlands, California 92373

Account Number:	5272431
Ad Order Number:	0011756538
Customer's Reference/PO Number:	
Publication:	Redlands Daily Facts
Publication Dates:	09/23/2025
Total Amount:	$1215.58
Payment Amount:	$0.00
Amount Due:	$1215.58
Notice ID:	FJJ8kiEJqKYkS0U00LKr
Invoice Text:	NOTICE OF HEARING ON RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS (ANNEXATION NO. 30) NOTICE IS HEREBY GIVEN that on September 2, 2025, the City Council of the City of Redlands adopted Resolution No. 8713, declaring the intention of the City Council to annex territory to Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the “Community Facilities District”), and fixing the time and place of a public hearing thereon for 6:00 p.m., or as soon thereafter as the matter may be heard, on October 7, 2025 in the Council Chambers at the City of Redlands Civic Center, 35 Cajon Street, Redlands, California, 92373 at which time the City Council will hear the testimony of all interested persons for or against the annexation of said territory to the Community Facilities District or the levying of special taxes within such territory to pay the costs of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property. Resolution No. 8713 provides in summary as follows: 1. The City Council declared its intention to conduct proceedings for the annexation to the Community Facilities District of the territory described in Exhibit “A” to Resolution No. 8713. The City Council determined that the public convenience and necessity require that such territory be annexed to the Community Facilities District. 2. The territory which is included in the Community Facilities District is described on the map of the Community Facilities District recorded on May 18, 2004 in Book 76 of Maps of

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0011756538

City of Redlands
35 Cajon Street, Suite 4
Redlands, California 92373

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of San Bernardino

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not party to or interested in the above-entitled matter. I am the principal clerk of the printer of Redlands Daily Facts, a newspaper of general circulation, printed and published in the City of Redlands*, County of San Bernardino, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of San Bernardino, State of California, under the date of 10/10/1927 and case number SCV-26980. The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

09/23/2025

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Redlands, California

On this 23rd day of September, 2025.

Peggy Harmon

Signature

*Redlands Daily Facts circulation includes the following cities: Redlands, Mentone, Loma Linda, Highland, East Highland

NOTICE OF HEARING ON RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS DECLARING INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS (ANNEXATION NO. 30)

NOTICE IS HEREBY GIVEN that on September 2, 2025, the City Council of the City of Redlands adopted Resolution No. 8713, declaring the intention of the City Council to annex territory to Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District"), and fixing the time and place of a public hearing thereon for 6:00 p.m., or as soon thereafter as the matter may be heard, on October 7, 2025 in the Council Chambers at the City of Redlands Civic Center, 35 Cajon Street, Redlands, California, 92373 at which time the City Council will hear the testimony of all interested persons for or against the annexation of said territory to the Community Facilities District or the levying of special taxes within such territory to pay the costs of providing certain services which are necessary to meet increased demands placed upon the City as a result of the development of said real property.

Resolution No. 8713 provides in summary as follows:

1. The City Council declared its intention to conduct proceedings for the annexation to the Community Facilities District of the territory described in Exhibit "A" to Resolution No. 8713. The City Council determined that the public convenience and necessity require that such territory be annexed to the Community Facilities District.

2. The territory which is included in the Community Facilities District is described on the map of the Community Facilities District recorded on May 18, 2004 in Book 76 of Maps of Assessment and Community Facilities Districts, page 94, and as Instrument No 2004-0347327 in the official records of the County of San Bernardino, as amended. The territory proposed to be annexed to the Community Facilities District is described on the map thereof entitled "Annexation Map No. 30, Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California," which is on file with the City Clerk of the City of Redlands.

3. The types of public services to be provided within the Community Facilities District are as follows:

The services to be provided and financed by the Community Facilities District are the maintenance of landscaping within the Community Facilities District, including but not limited to, parkways, open space areas, citrus groves, firebreaks, medians and street trees and the associated maintenance of bushes, shrubs and ground cover. Annexation No 30 is proposed to provide maintenance of infiltration basins, storm water treatment facilities, landscaping and street trees within lettered lots "I" and "F," and street right-of-way adjacent to Tract Map No. 20528, and any other public services authorized by the Act, in the area of the Property and the Community Facilities District. The Community Facilities District shall also finance costs associated with the determination of the amount of and the levy and collection of special taxes which are levied to provide such services and costs otherwise incurred in order to carry out its authorized purposes. The services described above shall be provided, as needed, throughout the Community Facilities District and the territory proposed to be annexed thereto for the benefit of all owners of property and residents of the Community Facilities District and the territory proposed to be annexed thereto. All owners of taxable parcels of property within the Community Facilities District and the territory proposed to be annexed thereto shall pay special taxes to finance the annual cost of providing such services. The services to be provided and financed by the Community Facilities District, are necessary to meet increased demands placed upon the City as a result of development occurring within the Community Facilities District and the territory to be annexed thereto.

4. Special taxes sufficient to pay the costs of the services described in Section 3 above and the annual administrative expenses of the City and the Community Facilities District in determining, apportioning, levying and collecting such special taxes, shall be annually levied within the territory proposed to be annexed to the Community Facilities District. The special taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. The rates and method of apportionment of said special taxes shall be as set forth in Exhibit "B" to Resolution No. 8713. The property within the territory proposed to be annexed shall be assigned at the rate set forth for Special Tax Rate Category B as set forth in said Exhibit "B", and for Fiscal Year 2026-27, and each Fiscal Year thereafter, assessed at the rate set forth in Table 2 in said Exhibit "B", subject to annual increases beginning in Fiscal Year 2027-28 by the greater of 2% or the percentage increase in the Consumer Price Index as determined pursuant to the method of apportioning such special taxes set forth in said Exhibit "B".

5. A public hearing on the annexation of said territory to the Community Facilities District shall be held at 6:00 p.m., or as soon thereafter as the matter may be heard, on October 7, 2025, in the Council Chambers at the City of Redlands Civic Center, 35 Cajon Street, Redlands, California.

6. Resolution No. 8713 contains other provisions which are not summarized above, including voting procedures to be followed in

conducting the election on the proposition with respect to the levy of special taxes within the territory proposed to be annexed to the Community Facilities District to pay the costs of services to be financed by the Community Facilities District. The election shall be conducted by the City Clerk. A copy of Resolution No. 8713 may be reviewed or obtained at the office of the City Clerk of the City of Redlands located at 35 Cajon Street, Redlands, California.

NOTICE IS FURTHER GIVEN that at the time and place of said hearing, all persons interested for or against the annexation of said territory to the Community Facilities District or the levying of special taxes within such territory to pay the costs of providing certain services within the territory proposed to be annexed to the Community Facilities District will be heard. At the hearing, protests against the proposals described in Resolution No. 8713 may be made by any interested person. Any protests pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularities or defects to which objection is made. All written protests shall be filed with the City Clerk prior to the time fixed for the hearing. The City Council may waive any irregularities in the form or content of any written protests and at the hearing may correct minor defects in the proceedings. Written protests may be withdrawn in writing at any time before the conclusion of the hearing. If the owners of one-half or more of the area of land in the territory included in the existing district, or if the owners of one-half or more of the area of land in the territory proposed to be annexed to the Community Facilities District file written protests against the proposed annexation of such territory to the Community Facilities District, and protests are not withdrawn so as to reduce the protest to less than a majority, no further proceedings shall be undertaken for a period of one year from the date of decision of the City Council on the issues discussed at the hearing.

The hearing may be continued from time to time, but shall be completed within 30 days. At the conclusion of the hearing, the City Council may abandon the proceedings or may, after passing upon all protests, submit the question of levying the special tax within the area proposed to be annexed to the Community Facilities District to the qualified electors of the area proposed to be annexed.

If you wish to challenge the City's action on these matters in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Office of the City Clerk at or prior to the public hearing.

DATED: September 23, 2025
/s/Jeanne Donaldson, City Clerk
City of Redlands, County of San Bernardino
Redlands Daily Facts
Published: 9/23/25

WAIVER OF CERTAIN ELECTION PROCEDURES WITH RESPECT TO LANDOWNER-VOTER ELECTION ON LEVY OF TAXES WITHIN TERRITORY TO BE ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS (ANNEXATION NO. 30)

The undersigned, on behalf of Meritage Homes of California, Inc., a California corporation (the "Owner"), hereby certifies to the City of Redlands (the "City") as follows:

1. The undersigned is authorized and possesses all authority necessary to execute this waiver on behalf of the Owner and to vote on behalf of the Owner in the special election to be held within the territory proposed to be annexed to Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District").

2. The Owner is the owner of the land proposed to be annexed to the Community Facilities District, consisting of 12.05 acres, identified in Exhibit "A" attached hereto and incorporated herein by reference (the "Territory").

3. The Owner received mailed notice of the public hearing to be held by the City Council of the City (the "City Council") regarding the annexation of the Territory to the Community Facilities District, the levy of special taxes within the Territory to pay the costs of the maintenance of landscaping within the Community Facilities District, including but not limited to, parkways, open space areas, citrus groves, firebreaks, medians and street trees and the associated maintenance of bushes, shrubs and ground cover; the maintenance of infiltration basins, storm water treatment facilities, landscaping and street trees within lettered lots "I" and "F," and street right-of-way adjacent to Tract Map No. 20528, and any other public services authorized by the Mello-Roos Community Facilities Act of 1982, in the area of the Property and the Community

Facilities District (the "Services"), and the costs associated with the determination of the amount of and levy and collection of special taxes which will be levied to provide the services and costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District (the "Incidental Costs").

4. The Owner has received necessary and relevant information from the City regarding the annexation of the Territory to the Community Facilities District, and the City has made available to the Owner adequate opportunity to obtain such information. The Owner has received a copy of Resolution No. 8713 of the City Council, with all exhibits attached thereto, including Exhibit "B", the "Rate and Method of Apportionment of the Special Tax."

5. The undersigned is informed and understands that in order for the Territory to be annexed to the Community Facilities District and for the City Council to thereafter annually levy special taxes therein to pay the costs of the Services and the Incidental Costs, it is necessary that a special election be held within the Territory on the proposition of whether the City shall levy special taxes on taxable property within the Community Facilities District to pay the costs of the Services and the Incidental Costs, and that two-thirds of the votes cast upon such question must be in favor thereof.

6. The undersigned is further informed and understands that pursuant to Section 53326 of the California Government Code elections on such a proposition must be held at the next general election or in a special election to be held at least 90 days but not more than 180 days following the close of the public hearing on October 7, 2025, unless such time limits are waived with the unanimous consent of the qualified electors of the Territory and the concurrence of the City Clerk. The Owner desires that the time limit for conducting said election set forth in

said Section 53326 be waived, and that said election be held as soon as possible and not later than October 7, 2025.

7. The Owner waives the time limits set forth in Section 53326 of the California Government Code with respect to said election and consents to the holding of said election on October 7, 2025, immediately following the public hearing, which is acceptable to the City Clerk. The Owner further consents to the holding of said election less than 10 days after the mailing or delivery of a sample ballot to the Owner and without compliance with other formal requirements of the California Elections Code.

8. The Owner waives the publication and mailing by the City Clerk to the Owner of a notice of said election and a sample ballot pursuant to Sections 4101 and 4102 of the Elections Code, and compliance with other applicable notice requirements of the California Elections Code.

9. The Owner further waives an impartial analysis by the City Attorney on the ballot measure to be contained in the Official Ballot for said election pursuant to Section 9280 of the California Elections Code, and further waives ballot arguments and rebuttals pursuant to Sections 9281 to 9287, inclusive, and 9295 of the California Elections Code. The Owner also waives compliance with and the mailing to the Owner by the City of a statement pursuant to Section 9401 of the California Elections Code.

10. The Owner further waives the word limit requirement for the ballot pursuant to Sections 13247 and 9052 of the Elections Code.

11. California Election Code Section 13119 requires that any ballot measure imposing a tax or raising the rate of a tax include a statement of the measure, which among other things requires the City to state the amount of money to be raised annually and duration of the tax

to be levied. Owner expressly waives any requirements to include a statement as required by Election Code Section 13119 and hereby acknowledges that Owner has previously received information regarding the annual Special Tax levy and duration of the Special Tax.

12. The Owner further waives mailing of the official ballot by the tenth (10th) day before the date of said election pursuant to Section 4101 of the Elections Code and receipt of a ballot pamphlet as required by Section 3023 of the California Elections Code, and consents to the City Clerk delivering to the Owner the official ballot to be voted on its behalf on any date prior to the date of said election.

13. The undersigned hereby represents that compliance with the procedural requirements for conducting said election, including the receipt of ballot arguments and the time limitations which apply in connection with scheduling of and mailing notices for said election are unnecessary in light of the fact that the Owner has received sufficient information regarding the annexation of the Territory to the Community Facilities District and the levy of the special taxes within the Territory to pay the costs of providing the Services and the Incidental Costs to enable the Owner to properly vote the Official Ballot for such election on the proposition mentioned in paragraph 5 above.

[SIGNATURE PAGES FOLLOW]

The undersigned certifies that the foregoing is true and correct and that this document executed on September 19th, 2025, in Irvine, California.

Meritage Homes of California, Inc., a California corporation

By: Nicholas Emsiek
Its: Division President

17942.00056\44160316.1

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

That property located in the City of Redlands, County of San Bernardino, State of California, identified as the following San Bernardino County Assessor's Parcel Numbers:

0167-061-01-0000
0167-061-03-0000

CFD 2004-1 Annexations List

In August 2004 Council approved the establishment of community facilities district (CFD) No. 2004-1, for Tract No. 16408, the Centex tract located at the southwest corner of Fifth Avenue and Wabash Avenue in the City of Redlands. The CFD was developed to cover the ongoing cost of maintenance of street trees, citrus groves landscaping and other appurtenances located along Fifth Avenue and Wabash Avenue.

In May 2006 Council approved Annexation No. 1 (Tract No. 16287) to the CFD, located at Occidental Drive and Crystal Court for the maintenance of landscaping and water quality treatment devices in the open space lots. During this last year, Annexation No. 1 subdivided the properties on site from two lots to twelve lots.

Annexation No. 2 (Tentative Tract No. 16586), located north of I-10 and both sides of the proposed Wabash Street alignment has been on hold since October 2006.

In July 2006 Council approved Annexation No. 3 (Tentative Tract No. 17253) to the CFD, located at the southwest corner of Lugonia Avenue and Church Street for the maintenance of the landscape and the associated irrigation equipment on Lugonia Avenue parkway frontages. This project has not yet begun construction.

In October 2008 Council approved Annexation No. 4 (Parcel Map No. 17353) to the CFD, located at Ford Street and Interstate 10 for the maintenance of the landscape in the median island and the associated irrigation equipment.

In October 2008 Council approved Annexation No. 5 (Commission Review and Approval No. 826) to the CFD, located at California Street and Orange Tree Lane for the maintenance of the landscape in the median island and the associated irrigation equipment on California Street and the parkway frontages along both streets.

Annexation No. 6 (Tract No 14790-1), located adjacent to Sunset Hills Lane, west of Alessandro Road did not receive sufficient votes needed to annex into the CFD in June 2009.

Annexation No. 7 (Parcel 2 of Parcel Map No. 15573), located at the northeast corner of San Bernardino Avenue and Mountain View Avenue, has been on hold since February 2011.

In February 2011 Council approved Annexation No. 8 (Tract No. 16806) to the CFD, located at southeast corner of Pennsylvania Avenue and Texas Street for the maintenance of the landscape and the associated irrigation equipment on Pennsylvania Avenue and Texas Street parkway frontages. This project has not yet begun construction.

In November 2012 Council approved Annexation No. 9 (Parcel Map No, 18208) to the CFD located at the southeast corner of Redlands Boulevard and Nevada Street for the maintenance of landscaping and the associated irrigation equipment on Redlands

Boulevard and Nevada Street parkway frontages and the Redlands Boulevard raised center median.

Annexation No. 10 (Tract No. 18762-1), located at the northeast corner of Orange Street and Lugonia Avenue, has been completed since July 2016. Annexation No. 10 is dormant because the property owners have agreed to be responsible for all landscaping and irrigation efforts themselves; therefore the annexations are not being assessed.

In June 2014 Council approved Annexation No. 11 (Parcel Map No. 19371) to the CFD located at the northwest corner of Lugonia Avenue and Wabash Avenue for the maintenance of landscaping and the associated irrigation equipment on Lugonia Avenue and Wabash Avenue Street parkway frontages. Annexation No. 11 is dormant because the property owners have agreed to be responsible for all landscaping and irrigation efforts themselves; therefore the annexations are not being assessed.

In June 2014 Council approved Annexation No. 12 (Tract Map Nos. 16465 and 16627) to the CFD located at the southwest and southeast corners of Pioneer Avenue and Judson Street, respectively, for the maintenance of landscaping and the associated irrigation equipment on Pioneer Avenue and Judson Street parkway frontages, maintenance of landscaping and water quality treatment devices in the open space lots, and for the maintenance of landscaping and the associated irrigation equipment on the common area lots. Annexation No. 12a (Tract No. 16465) is nearly complete. A 50% assessment is being proposed to establish a reserve fund. Annexation No. 12b was completed in July 2016 and is being assessed. Annexation No. 12c (Tract Map Nos. 18979 and 19975) located east of Tract Map No. 16627 and between Pioneer Avenue and Pennsylvania Avenue was approved by City Council in June 2016. A 50% assessment is being proposed to establish a reserve fund. Annexation No. 12d (Tract Map No. 20079) was approved by Council in May 2018. A 50% assessment is being proposed to establish a reserve fund.

In June 2014 Council approved Annexation No. 13 (Tract Map No. 18882) to the CFD located at the southwest corner of San Bernardino Avenue and Dearborn Street, respectively, for the maintenance of landscaping and the associated irrigation equipment on San Bernardino Avenue and Dearborn Street parkway frontages and for the maintenance of landscaping and the associated irrigation equipment on the common area lots with the exception of Lot B. Annexation No. 13 is dormant because the property owners have agreed to be responsible for all landscaping and irrigation efforts themselves; therefore the annexation is not being assessed.

In September 2015 Council approved Annexation No. 14 (Parcel Map No. 19496) to the CFD located at the northeast corner of California Street and Lugonia Avenue for the maintenance of landscaping and associated irrigation equipment on the California Street center median. The maintenance of landscaping and associated irrigation equipment on California Street and Lugonia Avenue parkway frontages will be maintained by the property owner and will not be assessed.

In December 2017 Council approved Annexation No. 15 (Parcel Map No. 18535-1) to the CFD located at the northwest corner of Eureka Street and Stuart Avenue for the maintenance of street trees, landscaping and irrigation in the rights-of-way and landscape maintenance along the property frontage. Annexation No. 15 will be dormant because the property owners have agreed to be responsible for all landscaping and irrigation efforts themselves; therefore the annexation is not being assessed.

In April 2017 Council approved Annexation No, 16 (Tract Map No. 18988) to the CFD located on the north side of Pioneer Avenue, east of Texas Street for the maintenance of parks, slopes, parkways, median, open space, shade and seating structures, and monuments within and adjacent to said tract.

In July 2017 Council approved Annexation No. 17 (Tract Map No. 17022) to the CFD located at the northeast corner of Pioneer Avenue and Texas Street for the maintenance of slopes, parkways, open space and citrus trees within and adjacent to the tract. This project has not yet begun construction.

In May 2018 Council approved Annexation No. 18 (Parcel Map No. 19465) to the CFD located at the southeast corner of Alabama Street and Park Avenue for the maintenance of street trees, landscaping and irrigation in the rights-of-way and landscape maintenance easement along the property frontage within and in the parcel map. The maintenance of landscaping and associated irrigation equipment on Alabama Street and Park Avenue parkway frontages and landscape maintenance easement will be maintained by the property owner and will not be assessed.

In January 2020 Council approved Annexation No. 19 (Tract Map No.19942) to the CFD located at the northeast corner of Wabash Avenue and Sylvan Boulevard for the maintenance of parks, slopes, parkways, and open space within and adjacent to the tract.

In May 2019 Council approved Annexation No. 20 (Tract Map No. 19956) to the CFD located at the southeast corner of Wabash Avenue and Citrus Avenue for the maintenance of slopes, parkways, and open space within and adjacent to the tract.

In September 2019 City Council approved Annexation No. 21 (Tract Map No. 20126) to the CFD located on the north side of Lugonia Avenue, south of Pennsylvania Avenue, east of Judson Street for the maintenance of parks, slopes, parkways, open space, and citrus groves within and adjacent to the tract.

In September 2020 City Council approved Annexation No. 22 (Parcel Map No. 19981) to the CFD located at the northwest corner of Alabama Street and Park Avenue for the maintenance of parkways.

In April 2021 City Council approved Annexation No. 23 (Parcel Map No. 18536) to the CFD located at the southwest Corner of Stuart Avenue and Eureka Street for maintenance of parkways.

In January 2021 City Council approved Annexation No. 24 (CUP No. 1129) to the CFD located at the southeast corner of Eureka Street and Stuart Avenue for the maintenance of parkways.

In June 2023 City Council approved Annexation No. 25 (Tract Map No. 20065) located on the south side of East Highland Avenue and west of Redlands Street for maintenance of infiltration trenches, infiltration basins, storm drain facilities, landscaping, and street trees.

In March 2022 City Council approved Annexation No. 26 (Tract Map No. 20257) to the CFD located at the northwest corner of San Bernardino Avenue and Texas Street for the maintenance of perimeter lettered lots, retention basins, and street trees.

In October 2022 City Council approved Annexation No. 27 (Planned Development No. 4) to the CFD located at the northeast corner of Mountain View Avenue and I-10 for maintenance of public trails and trail fences.

Annexation No. 29 (Tentative Tract Map No. 20336), located on the north side of Domestic Avenue approximately 700 feet west of Texas Street, was approved by Council February, 2024.

777 East Rialto Avenue, San Bernardino, CA 92415 | Phone: 909.387.8300 Fax: 909.387.2022
www.SBCounty.gov

SAN BERNARDINO COUNTY

Registrar of Voters

Joani Finwall
Registrar of Voters

September 18, 2025

City of Redlands
PO Box 3005
Redlands, CA 92373

Attention: Jeanne Donaldson

To Whom It May Concern:

On September 9, 2025, the San Bernardino County Registrar of Voters received a request to provide the number of registered voters residing within City of Redlands Community Facilities District No. 2004-1, Annexation No. 30.

After examining the voter registration records within the area, the Registrar of Voters certifies the following information as of September 16, 2025:

Registered voters within the area: 0

An invoice for services rendered for this request will be provided later.

If you have any questions, please contact the Registrar of Voters at (909) 387-8300.

Sincerely,

Yvonne Flores
Chief Deputy Registrar of Voters – Administration

BOARD OF SUPERVISORS
Col. Paul Cook (Ret.) First District | Jesse Armendarez Second District | Dawn Rowe Chairman, Third District | Curt Hagman Fourth District | Joe Baca, Jr Vice Chair, Fifth District
Luther Snoke Chief Executive Officer

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Jeanne Donaldson
City Clerk
City of Redlands
P.O. Box 3005
Redlands, CA 92373

EXEMPT FROM FILING FEES PURSUANT TO GOVERNMENT CODE SECTION 6103
SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

AMENDMENT TO NOTICE OF SPECIAL TAX LIEN
(Annexation of Territory - Annexation No. 30)

Pursuant to the requirements of Sections 3114.5 and 3117.5 of the Streets and Highways Code and Section 53339.8(b) of the Government Code, the undersigned City Clerk of the City of Redlands, County of San Bernardino, State of California, hereby gives notice that a lien to secure payment of special taxes which the City Council of the City of Redlands, County of San Bernardino, State of California, is authorized to levy is hereby imposed. The special taxes secured by this lien are authorized to be levied for the purpose of paying the costs of services to be provided for the maintenance of landscaping within the Community Facilities District (as defined below), including but not limited to, parkways, open space areas, citrus groves, firebreaks, medians and street trees and the associated maintenance of bushes, shrubs and ground cover; and, the maintenance of infiltration basins, storm water treatment facilities, landscaping and street trees within lettered lots "I" and "F," and street right-of-way adjacent to Tract Map No. 20528, and any other public services authorized by the Mello-Roos Community Facilities Act of 1982, in the area of the property and the Community Facilities District No. 2004-1 of the City of Redlands, County of San Bernardino, State of California (the "Community Facilities District"), and shall also finance costs associated with the determination of the amount and levy and collection of special taxes which are levied to provide such services and costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District as more fully described in Exhibit "A" attached hereto.

The special taxes are authorized to be levied within and for the Community Facilities District, which was previously formed, including certain parcels of property which have been added thereto by annexation proceedings which have now been completed. The lien of the special taxes is a continuing lien which shall secure each annual levy of the special taxes and shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied, and canceled in accordance with law or until

the special taxes cease to be levied and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Government Code.

The name(s) of the owner(s) and the assessor's parcel numbers of the parcels of property which have been annexed and added to the Community Facilities District (the "Annexed Territory") and which are not exempt from the special taxes as they appear on the latest secured assessment roll as of the date of recording of this notice are set forth in Exhibit "C" attached hereto.

The rates, method of apportionment, and manner of collection of the authorized special taxes are as set forth in the Rates and Method of Apportionment of Special Tax For Community Facilities District No. 2004-1 of the City of Redlands attached hereto as Exhibit "B." The Annexed Territory shall be levied at the special tax rates provided for Special Tax Rate Category B, as set forth in Exhibit "B" attached hereto and for Fiscal Year 2026-27, and each Fiscal Year thereafter, assessed at the rate set forth in Table 2 in Exhibit "B" attached hereto, subject to annual increases beginning in Fiscal Year 2027-28 by the greater of 2% or the percentage increase in the Consumer Price Index as determined pursuant to the method of apportioning such special taxes set forth in said Exhibit "B" and Resolution No. 8713 adopted on September 2, 2025. There are no provisions under which the special tax obligation may be prepaid.

Notice is further given that upon the recording of this notice in the office of the County Recorder, the obligation to pay the levies of the Special Taxes for the Annexed Territory shall become a lien upon all nonexempt real property within the Annexed Territory in accordance with Section 3115.5 of the Streets and Highways Code.

Reference is made to the map entitled Boundaries of Community Facilities District No. 2004-1 recorded on May 18, 2004, in Book 76 of Maps of Assessment and Community Facilities Districts, at page 94, and as Instrument No. 2004-0347327 in the office of the County Recorder for the County of San Bernardino, State of California; the map entitled Annexation Map No. 1 of Community Facilities District No. 2004-1 recorded on February 22, 2006 in Book 80 of Maps of Assessment and Community Facilities Districts, at page 5, and as Instrument No. 2006-0124242; the map entitled Annexation Map No. 3 of Community Facilities District No. 2004-1 recorded on May 9, 2008 in Book 83 of Maps of Assessment and Community Facilities Districts, at page 91, and as Instrument No. 2008-0210249; the map entitled Annexation Map No. 4 of Community Facilities District No. 2004-1 recorded on September 10, 2008 in Book 84 of Maps of Assessment and Community Facilities Districts, at page 17, and as Instrument No. 2008-0411618; the map entitled Annexation Map No. 5 of Community Facilities District No. 2004-1 recorded September 10, 2008 in Book 84, at page 18, and as Instrument No. 2008-0411643; the map entitled Annexation Map No. 8 of Community Facilities District No. 2004-1 recorded on January 7, 2011 in Book 84 of Maps of Assessment and Community Facilities Districts, at page 100, and as Instrument No. 2011-0010487; the map entitled Annexation Map No. 9 of Community Facilities District No. 2004-1 recorded on April 6, 2012 in Book 85 of Maps of Assessment and Community Facilities Districts, at page 30, and as Instrument No. 2012-0131767 in the office of said County Recorder; the map

entitled Annexation Map No. 11 of Community Facilities District No. 2004-1 recorded on May 21, 2014 in Book 86 of Maps of Assessment and Community Facilities Districts, at page 19, and as Instrument No. 2014-0183939; the map entitled Annexation Map No. 12 of Community Facilities District No. 2004-1 recorded on May 21, 2014 in Book 86 of Maps of Assessment and Community Facilities Districts, at page 20-21, and as Instrument No. 2014-0183954; the map entitled Annexation Map No. 13 of Community Facilities District No. 2004-1 recorded on May 21, 2014 in Book 86 of Maps of Assessment and Community Facilities Districts, at page 22, and as Instrument No. 2014-018396; the map entitled Annexation Map No. 14 of Community Facilities District No. 2004-1 recorded on August 4, 2015 in Book 86 of Maps of Assessment and Community Facilities Districts, at page 90; the map entitled Annexation Map No. 16 of Community Facilities District No. 2004-1 recorded on March 14, 2017 in Book 87 of Maps of Assessment and Community Facilities Districts, at page 40; the map entitled Annexation Map No. 12C of Community Facilities District No. 2004-1 recorded on May 11, 2017 in Book 87 of Maps of Assessment and Community Facilities Districts, at page 48, the map entitled Annexation Map No. 17 of Community Facilities District No. 2004-1 recorded on June 21, 2017 in Book 87 of Maps of Assessment and Community Facilities Districts, at page 53, the map entitled Annexation Map No. 15 of Community Facilities District No. 2004-1 recorded on November 16, 2017 in Book 87 of Maps of Assessment and Community Facilities Districts, at page 71 in the office of the County Recorder of the County of San Bernardino, the map entitled Annexation Map No. 18 of Community Facilities District No. 2004-1 recorded on March 13, 2018 in Book 87 of Maps of Assessment and Community Facilities Districts, at page 84 in the office of the County Recorder of the County of San Bernardino, the map entitled Annexation Map No. 12D of Community Facilities District No. 2004-1 recorded on April 17, 2018 in Book 87 of Maps of Assessment and Community Facilities Districts, at page 87 in the office of the County Recorder of the County of San Bernardino, the map entitled Annexation Map No. 20 of Community Facilities District No. 2004-1 recorded on April 23, 2019 in Book 88 of Maps of Assessment and Community Facilities Districts, at page 27 in the office of the County Recorder of the County of San Bernardino, the map entitled Annexation Map No. 21 of Community Facilities District No. 2004-1 recorded on July 30, 2019 in Book 88 of Maps of Assessment and Community Facilities Districts, at page 37 in the office of the County Recorder of the County of San Bernardino, map entitled Annexation Map No. 19 of Community Facilities District No. 2004-1 recorded on December 19, 2019 in Book 89 of Maps of Assessment and Community Facilities Districts, at page 10, the map entitled Annexation Map No. 22 of Community Facilities District No. 2004-1 recorded on May 21, 2020 in Book 89 of Maps of Assessment and Community Facilities Districts, at page 18 in the office of the County Recorder of the County of San Bernardino, the map entitled Annexation Map No. 24 of Community Facilities District No. 2004-1 recorded on December 8, 2020 in Book 89 of Maps of Assessment and Community Facilities Districts, at page 43 in the office of the County Recorder of the County of San Bernardino, the map entitled Annexation Map No. 23 of Community Facilities District No. 2004-1 recorded on March 11, 2021, in Book 89 of Maps of Assessment and Community Facilities Districts, at page 61 in the office of the County Recorder of the County of San Bernardino, the map entitled Annexation Map No. 26 of Community Facilities District No. 2004-1 recorded on February 3, 2022, in Book 90 of Maps of Assessment and Community Facilities Districts, at page 5 in the office of the County Recorder of the County of San

Bernardino, the map entitled Annexation Map No. 27 of Community Facilities District No. 2004-1 recorded on September 19, 2022, in Book 90 of Maps of Assessment and Community Facilities Districts, at page 58 in the office of the County Recorder of the County of San Bernardino, the map entitled Annexation Map No. 25 of Community Facilities District No. 2004-1 recorded on May 24, 2023, in Book 91 of Assessment Maps, at page 14 in the office of the County Recorder of the County of San Bernardino, the map entitled Annexation Map No. 29 of Community Facilities District No. 2004-1 recorded on January 27, 2024, in Book 91 of Assessment Maps, at page 36 in the office of the County Recorder of the County of San Bernardino, the map entitled Annexation Map No. 28 of Community Facilities District No. 2004-1 recorded on September 4, 2025, in Book 92 of Assessment Maps, at page 58 in the office of the County Recorder of the County of San Bernardino, and the map entitled Annexation Map No. 30 of Community Facilities District No. 2004-1 recorded on September 4, 2025, in Book 92 of Assessment Maps, at page 59 in the office of the County Recorder of the County of San Bernardino, which maps are the boundary maps of the Community Facilities District, including the Annexed Territory.

This Amendment to Notice of Special Tax Lien amends the Notice of Special Tax Lien that was recorded on June 24, 2005 as Instrument No. 2004-0449169 in said Official Records.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Office of the City Attorney of the City of Redlands, 35 Cajon Street, Redlands, California, telephone number (909) 798-7595.

Dated: October ____, 2025.

_____

JEANNE DONALDSON
CITY CLERK OF THE CITY OF REDLANDS

EXHIBIT "A"

COMMUNITY FACILITIES DISTRICT NO. 2004-1
OF
CITY OF REDLANDS

DESCRIPTION OF SERVICES TO BE PROVIDED

The types of services to be provided within and by the Community Facilities District and the Annexed Territory are described as follows:

The Community Facilities District shall provide and finance the costs of the maintenance of landscaping within the Community Facilities District, including but not limited to, parkways, open space areas, citrus groves, firebreaks, medians and street trees and the associated maintenance of bushes, shrubs and ground cover; and, the maintenance of infiltration basins, storm water treatment facilities, landscaping and street trees within lettered lots “I” and “F,” and street right-of-way adjacent to Tract Map No. 20528, and any other public services authorized by the Act, in the area of the Property and the Community Facilities District, and shall also finance costs associated with the determination of the amount of and the levy and collection of special taxes which are levied to provide such services and costs otherwise incurred in order to carry out the authorized purposes of the Community Facilities District.

EXHIBIT "B"

RATES AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CITY OF REDLANDS

A Special Tax (the "Special Tax") shall be levied on and collected from each Parcel of Taxable Property (defined below) in Community Facilities District No. 2004-1 (the "District"), in each Fiscal Year, (defined below), commencing in the Fiscal Year beginning July 1, 2004, in an amount determined by the City Council of the City of Redlands, acting in its capacity, as the legislative body of the District (hereinafter as the "Council"), by applying the rate and method of apportionment set forth below. All of the real property in the District, unless exempted by law or by the provisions herein, shall be taxed for the purposes, to the extent, and in the manner provided herein.

A. DEFINITIONS

"Additional Maintenance" means the maintenance of landscaping for Parcels assigned to a Special Tax Rate Category in addition to the Basic Maintenance, including, but not limited to, the maintenance of significant open space, citrus groves, and firebreaks and extensive medians and parkways.

"Additional Maintenance Rate Per Benefit Unit" means the Special Tax Rate per Benefit Unit that will be levied in any Fiscal Year on Parcels of Taxable Property assigned to a Special Tax Rate Category to pay the cost of Additional Maintenance, if any, for such Parcels, including, but not limited to, the City's administrative costs in levying and collecting the Special Tax and managing and administering the Additional Maintenance in such Fiscal Year.

"Basic Maintenance" means the normal maintenance of basic landscaping within the District, including, but not limited to, parkways, open space areas, medians and street trees and the associated maintenance of bushes, shrubs and ground cover.

"Base Rate Per Benefit Unit" means the Special Tax Rate per Benefit Unit that will be levied in any Fiscal Year on all Parcels of Taxable Property in the District to pay the estimated cost of the Basic Maintenance, including, but not limited to, the City's administrative costs in levying and collecting the Special Tax and managing and administering the Basic Maintenance in such Fiscal Year.

"Benefit Unit" means a Single-family residential lot or dwelling unit or the equivalent. Commercial property is assigned Benefit Units based on acreage with the basis being four (4) Benefit Units per acre, consistent with the average residential density in the City. Industrial Property is assigned Benefit Units based on acreage with the basis being two (2) Benefit Units per acre. Multi-family property is assigned 60 percent of one Benefit Unit per dwelling unit and Religious Property is assigned two (2) Benefit Units per acre.

"City" means the City of Redlands.

"Council" has the meaning set forth in the preamble.

"Commercial Property" means any Parcel that is used for the purpose of selling, distributing or furnishing a product or service.

"Development" means any approved development and/or improvement of property resulting in the recordation of a final map or the issuance of a building permit.

"District" has the meaning set forth in the preamble.

"Exempt Property" means property that is exempt from the levy of the Special Tax, including all publicly owned or dedicated property, sliver parcels, common lots, open space and any other property that cannot be developed.

"Fiscal Year" means the period from and including July 1st of any year to and including the following June 30th.

"Industrial Property" means any Parcel that is used for the purpose of manufacturing a product.

"Land Use Category" means any of the categories contained in Table 1 to which Parcels of Taxable Property are assigned consistent with the land use approvals that have been received or proposed for the Parcel as of March 1 preceding the beginning of a Fiscal Year.

"Maximum Special Tax Rate(s)" means the Maximum Special Tax Rate(s) per Benefit Unit for Parcels in all Special Tax Rate Categories that can be levied by the Council in any Fiscal Year as determined pursuant to Section C. The Maximum Special Tax Rates per Benefit Unit for Parcels in all Special Tax Rate Categories, including the Base Rate Per Benefit Unit and the Additional Maintenance Rate Per Benefit Unit, as set forth in Table 2, shall be increased by the percentage increase in the Consumer Price Index (All Items) for Los Angeles – Riverside – Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or by two percent (2%), whichever is greater, on July 1, 2005 for Fiscal Year 2005-06 and on each subsequent July 1 for the Fiscal Year then commencing.

"Multi-family Residential Property" means any Parcel of residential property that consists of a building or buildings comprised of attached residential units available for rental, but not purchase, by the general public and under common ownership and/or management.

"Parcel" means a lot or Parcel of land that is identified by an Assessor's Parcel Number in the Tax Assessment Roll of the County Assessor of the County of San Bernardino.

"Religious Property" means any Parcel used as a place of worship or for other religious activities.

"Single-family Residential Property" means any Parcel of residential property that is or will be improved with a building comprised of attached or detached residential units available for purchase or rent by the general public.

"Special Tax(es)" means the Special Tax to be levied in each Fiscal Year on each Parcel of Taxable Property.

"Special Tax Rate Category" means any of the categories identified in Table 2 to which Parcels of Taxable Property in a Development are assigned based on the cost of the Basic Maintenance and the cost of the Additional Maintenance, if any, which will be provided to such Parcels.

"Taxable Property" means Parcels that are not Exempt Property.

B. ASSIGNMENT TO LAND USE CATEGORY

Parcels of Taxable Property in a Development shall be assigned to the appropriate Land Use Category contained in Table 1. Such Parcels shall also be assigned to the appropriate Special Tax Rate Category contained in Table 2, based on the estimated cost for providing the Additional Maintenance, if any, to the Development. The Special Tax shall be levied upon and collected from each such Parcel for each Fiscal Year based on the Benefit Units which are assigned to the Parcel as a result of its assignment to the appropriate Land Use Category and Special Tax Rate Category, as provided in Sections C and D.

TABLE 1
Land Use Category

Land Use Category	Description	Benefit Unit(s)
1	Single-family Residential	One (1) / Residence
2	Commercial	Five (5) / Acre
3	Industrial	Two (2) / Acre
4	Multi-family Residential	Six tenths (0.6) / Residential Unit
5	Religious Property	Two (2) / Acre

C. MAXIMUM SPECIAL TAX RATES

The Maximum Special Tax Rate per Benefit Unit for each Parcel for each Fiscal Year shall be the total of the Base Rate Per Benefit Unit plus the Additional Maintenance Rate Per Benefit Unit for the Special Tax Rate Category to which the Parcel is assigned. For Fiscal Year 2004-05 the Base Rate Per Benefit Unit and the Additional Maintenance Rate Per Benefit Unit for each Special Tax Category shall be the amounts set forth in Table 2 for such Special Tax Rate Category. The Base Rates Per Benefit Unit and the Additional Maintenance Rates Per Benefit Unit for all Parcels in all Special Tax Rate Categories shall be increased by the percentage increase in the Consumer Price Index (All Items) for Los Angeles – Riverside – Orange County (1982-84 = 100) since the beginning of the preceding Fiscal Year, or by two percent (2%), whichever is greater, on July 1, 2005 for Fiscal Year 2005-06 and on each subsequent July 1 for the Fiscal Year then commencing.

TABLE 2
Maximum Special Tax Rates

Special Tax Rate Category	Maximum Rates Per Benefit Unit	
	Base Rate	Additional Maintenance Rate
A	$250	$0
B	$250	$100
C	$250	$200
D	$250	$300
E	$250	$400
F	$250	$500
G	$250	$600
H	$250	$700
I	$250	$800
J	$250	$900
K	$250	$1,000
L	$250	$1,100
M	$250	$1,200
N	$250	$1,300
O	$250	$1,400
P	$250	$1,500
Q	$250	$1,600
R	$250	$1,700
S	$250	$1,800
T	$250	$1,900
U	$250	$2,000
V	$250	$2,100
W	$250	$2,200
X	$250	$2,300
Y	$250	$2,400
Z	$250	$2,500

The Parcels which are to be included in the District at the time of its formation and which are identified in Table 3 shall be assigned to the Land Use Category and the Special Tax Rate Category specified in Table 3.

TABLE 3
Assignment to Land Use Category
and Special Tax Rate Category

Tract No.	Land Use Category	Special Tax Rate Category
16408	One (1)	K

D. METHOD OF APPORTIONMENT AND LEVY OF ANNUAL SPECIAL TAX

For each Fiscal Year, commencing with Fiscal Year 2004-05, the Council shall (a) determine the cost of providing the Basic Maintenance in the District and the amount of the Base Rate Per Benefit Unit to be levied on Parcels of Taxable Property in the District to pay the cost of the Basic Maintenance; (b) determine the cost of providing the Additional Maintenance, if any, for each Special Tax Rate Category, as then applicable, and the amount of the Additional Maintenance Rate Per Benefit Unit, if any, to be levied on Parcels of Taxable Property in each Special Tax Rate Category to pay the cost the Additional Maintenance therefor; and (c) levy the Special Tax on all Parcels of Taxable Property in each Special Tax Rate Category, as then applicable. The amount of the Special Tax to be levied on any Parcel of Taxable Property in any Fiscal Year shall be determined by multiplying the Benefit Units for the Parcel, depending on the Land Use Category to which it is assigned, by the Base Rate Per Benefit Unit and the Additional Maintenance Rate Per Benefit Unit, if any, determined pursuant to clauses (a) and (b) above, for the Special Tax Rate Category to which the Parcel is assigned.

No Special Tax shall be levied on property which, at the time of adoption of the Resolution of Formation for the District, is Exempt Property.

E. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to the District from time to time. As each annexation is proposed, an analysis will be prepared to determine the types and area of landscaping to be maintained, *i.e.,* Basic Maintenance and/or Additional Maintenance, if any, and the estimated annual cost of providing the Additional Maintenance, if any, to the property. Based on this analysis, the property to be annexed will be assigned to the appropriate Special Tax Rate Category contained in Table 2.

EXHIBIT "C"

COMMUNITY FACILITIES DISTRICT NO. 2004-1
OF
THE CITY OF REDLANDS

ANNEXED TERRITORY OWNERSHIP LIST

San Bernardino County Assessor's Parcel Number (APN)	**Owners**
0167-061-01-0000	Meritage Homes of California, Inc.
0167-061-03-0000	Meritage Homes of California, Inc.

City Council Meeting **L. 1.**

DATE: 10/07/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Ordinance No. 2990 authorizing an amendment to the contract between the City Council of the City of Redlands and the Board of Administration of the California Public Employees' Retirement System (Human Resources/Risk Management Director Meteau)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move that the City Council introduce Ordinance No. 2990.

RECOMMENDATION:

Staff recommends the City Council introduce Ordinance No. 2990 and adopt the Ordinance at a subsequent meeting.

DISCUSSION:

At the regular meeting of September 16, 2025, the City Council adopted a Resolution of Intention as the initial step in the formal contract amendment process with the Board of Administration of the California Public Employees' Retirement System (CalPERS). The proposed amendment seeks to remove the current language excluding hourly employees from CalPERS membership, which is currently embedded in the contract between the City and the CalPERS Board of Administration. The next step in the process is for the City to introduce and adopt an Ordinance authorizing the amendment to the contract, which then allows CalPERS to proceed with the preparation of the final amendment documents for consideration at a future City Council meeting.

Once the contract amendment is in effect, staff will utilize exclusion criteria under Government Code Section 20305. This provision allows a public agency to exclude employees based on specific service thresholds, provided those employees do not have prior CalPERS membership. It is CalPERS' recommendation to remove the exclusion and utilize Government Code section 20305.

Under Government Code Section 20305, CalPERS membership would be triggered once an employee completes either:

- 125 days of service if employed on a per diem basis, or
- 1,000 hours of service if employed on a basis other than per diem, within a single fiscal year.

This change aligns the City with standard CalPERS eligibility rules and provides a consistent framework for determining membership eligibility for hourly employees.

ALTERNATIVES:

The City Council may choose to take no action. However, this would result in no changes to the City's contract with CalPERS, and would not consider the recommendation provided directly by CalPERS.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Robert Meteau, Human Resources/Risk Management Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Kisha McDonald

Attachments

Ordinance No. 2990
Exhibit A - Contract Amendment
Certificate of Compliance With Government Code Section 7507

ORDINANCE NO. 2990

AN ORDINANCE OF THE CITY OF REDLANDS AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF REDLANDS AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

WHEREAS, it is the desire of the City Council of the City of Redlands to amend its contract with the Board of Administration of the California Public Employees' Retirement System (CalPERS) to remove language within its contract that excludes hourly employees from CalPERS membership; and

WHEREAS, at its regular meeting of September 16, 2025, the City Council of the City of Redlands adopted a Resolution of Intention to initiate the contract amendment process with the Board of Administration of the California Public Employees' Retirement System for the above stated purpose;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDLANDS DOES ORDAIN AS FOLLOWS:

Section 1. That an amendment to the contract between the City Council of the City of Redlands and the Board of Administration of the California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit "A," and by such reference made a part hereof as though herein set out in full.

Section 2. The Mayor of the City of Redlands is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said agency.

Section 3. This ordinance shall take effect thirty (30) days after the date of its adoption, and prior to the expiration of fourteen (14) days from the passage thereof shall be published at least once in the Redlands Daily Facts, a newspaper of general circulation, published and circulated in the City of Redlands and thenceforth and thereafter the same shall be in full force and effect.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing ordinance was duly adopted by the City Council at a regular meeting thereof held on the 21st day of October, 2025.

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeanne Donaldson, City Clerk

CalPERS

EXHIBIT

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Redlands

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective July 1, 1945, and witnessed June 1, 1945, and as amended effective January 1, 1953, August 1, 1956, March 1, 1957, January 1, 1960, August 1, 1961, January 1, 1969, August 16, 1969, May 16, 1973, April 25, 1974, September 22, 1975, July 12, 1976, February 18, 1980, April 11, 1983, October 24, 1983, June 29, 1987, November 19, 1999, January 10, 2000, April 5, 2001, January 3, 2005, April 11, 2005, and February 6, 2009. which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

A. Paragraphs 1 through 12 are hereby stricken from said contract as executed effective February 6, 2009, and hereby replaced by the following paragraphs numbered 1 through 16 inclusive:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 50 for classic local safety members, and 57 for new local safety members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after July 1, 1945, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:

   (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.

   (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.

   (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.

4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:

   a. Local Fire Fighters (herein referred to as local safety members);

   b. Local Police Officers (herein referred to as local safety members);

   c. Employees other than local safety members (herein referred to as local miscellaneous members).

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. Removal of the exclusion of "Persons Compensated On An Hourly Basis Hired On Or After January 1, 1969," pursuant to Section 20503, is declarative of agency's previous interpretation and does not mandate any new classes of employees into membership.

7. The percentage of final compensation to be provided for each year of credited prior and current service for classic local miscellaneous members shall be determined in accordance with Section 21354 of said Retirement Law, subject to the reduction provided therein for service on and after January 1, 1956, the effective date of Social Security coverage, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).

8. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Supplemental to Federal Social Security).

9. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).

10. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).

11. Public Agency elected and elects to be subject to the following optional provisions:

    a. Section 21222.1 (One-Time 5% Increase - 1970). Legislation repealed said Section effective January 1, 1980.

    b. Section 21222.2 (One-Time 5% Increase - 1971). Legislation repealed said Section effective January 1, 1980.

    c. Sections 21624 and 21626 (Post-Retirement Survivor Allowance).

    d. Section 20614, Statutes of 1978, (Reduction of Normal Member Contribution Rate). From February 18, 1980, and until April 11, 1983, the normal local miscellaneous member contribution rate shall be 0%. Legislation repealed said Section effective September 29, 1980. From February 18, 1980, and until October 24, 1983, the normal member contribution rate shall be 7% for local fire members and 6% for local police members. Legislation repealed said Section effective September 29, 1980.

e. Section 20690, Statutes of 1980, (To Prospectively Revoke Section 20614, Statutes of 1978).

f. Section 20042 (One-Year Final Compensation) for classic members only.

g. Section 21024 (Military Service Credit as Public Service).

h. Section 20965 (Credit for Unused Sick Leave) for local miscellaneous members and local fire members only.

i. Section 20903 (Two Years Additional Service Credit).

j. Section 20503 (To Remove the Exclusion of "Persons Compensated On An Hourly Basis On Or After January 1, 1969, Prospectively from the effective date of this amendment to contract).

12. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on February 18, 1980. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.

13. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.

14. Public Agency shall also contribute to said Retirement System as follows:

a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.

b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

15. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

16. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
MELODY BENAVIDES, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF REDLANDS

BY _____
PRESIDING OFFICER

_____
Witness Date

Attest:

_____
Clerk

PLEASE DO NOT SIGN "EXHIBIT ONLY"
PLEASE DO NOT SIGN "EXHIBIT ONLY"

California Public Employees' Retirement System
Financial Office | Pension Contracts & Prefunding Programs Division
P.O. Box 942715, Sacramento, CA 94229-2715

www.calpers.ca.gov
888 CalPERS (or **888**-225-7377)
TTY: (877) 249-7442



Certification of Compliance with Government Code Section 7507

I hereby certify that in accordance with Government Code section 7507, the future annual costs as determined by the California Public Employees' Retirement System for the increase or change in retirement benefit(s) have been made public at a public meeting of the _____ of the _____
(governing body) (public agency)
on _____ which is at least two weeks prior to the adoption of the Resolution /
(date)
Ordinance. Adoption of the retirement benefit increase or change will not be placed on the consent calendar.

_____
Clerk/Secretary

_____
Title

Date _____

City Council Meeting **L. 2.**

DATE: 10/07/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Non-Professional Services Agreement with Sentry Equipment for the Wastewater Treatment Plant Secondary Clarifier Rehabilitation Project for an amount not-to-exceed $529,337.60, and determination that the project is categorically exempt from environmental review pursuant to Section 15302(c) of the State's Guidelines for Implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If City Council determines the staff recommendation is appropriate, the following motions are provided:

1. I move that City Council determine that the Wastewater Treatment Plant Secondary Clarifier Rehabilitation Project is exempt from environmental review in accordance with Section 15302(c) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move to approve the Non-Professional Services Agreement with Sentry Equipment for the Wastewater Treatment Plant Secondary Clarifier Rehabilitation Project for an amount not-to-exceed $529,337.60.

RECOMMENDATION:

Staff recommends that City Council determine that the Wastewater Treatment Plant Secondary Clarifier Rehabilitation Project is exempt from environmental review in accordance with Section 15302(c) of the State’s Guidelines Implementing the California Environmental Quality Act. Staff further recommends that City Council approve the Non-Professional Services Agreement with Sentry Equipment for the Wastewater Treatment Plant's Secondary Clarifier Rehabilitation Project for an amount not-to-exceed $529,337.60.

DISCUSSION:

The City of Redlands owns and operates a Wastewater Treatment Plant (WWTP) with a liquid treatment system that includes two (2) parallel treatment processes. The conventional treatment process includes two (2) identical circular secondary clarifiers that continuously manage solids by either returning them to the treatment process, or removing them. These secondary clarifiers were constructed in 1972 to meet new treatment standards mandated by the Clean Water Act and process approximately 1.0 -1.5 million gallons of wastewater each day before the treated effluent is discharged to percolation ponds for groundwater recharge. It is now necessary to repair, replace, and upgrade the secondary clarifier components to ensure treatment system reliability.

In accordance with Redlands Municipal Code Chapter 2.16.160, on July 24, 2025, MUED staff issued a Request for Bids for rehabilitation and repair of WWTP secondary clarifier number one. On August 20, 2025, the City received bids from the following nine (9) vendors:

No.	Bidder's Name	Total Bid Amount
1	Clean Infusion LLC	$391,448.00
2	Sentry Equipment Corp.	$529,337.60
3	Tharsos Inc.	$579,700.00
4	Don Peterson Construction	$589,182.00
5	GSE Construction	$637,010.00
6	MMC, Inc.	$743,600.00
7	Vicon	$770,000.00
8	Metro Builders & Engineers	$1,339,119.00

Although Clean Infusion LLC submitted the apparent low bid, their bid was deemed nonresponsive for failure to acknowledge the issued Addenda Nos. 1 and 2, which included material terms such as the draft agreement and bonding requirements. The same firm was the apparent low bidder for the City’s 2024 solicitation for similar work, which was canceled after City Council approved a Non-Professional Services Agreement when the firm was unable to pre-purchase the project equipment. Sentry Equipment Corp. submitted the lowest responsive and responsible bid for this project. Staff recommends City Council approval of a Non-Professional Services Agreement with Sentry Equipment Corp. for an amount not-to-exceed $529,337.60, which includes a ten percent (10%) contingency allowance.

The Project is categorically exempt from environmental review under the State CEQA Guidelines pursuant to Section 15302 of the State's guidelines implementing the California Environmental Quality Act since it consists solely of

replacing existing skimming mechanisms to rehabilitate an existing clarifier structure within the existing footprint, with no increase in treatment capacity or change in use.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Fernando Mata, Wastwater Utility Manager

Fiscal Impact

Fiscal Year: FY 25/26
Budgeted Y/N: Yes
Account No.: 521900
Discussion:
There is no fiscal impact associated with this action. The cost of the project is included in the FY 25/26 MUED budget.

Attachments

Agreement
Bid Report
Bid Analysis

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This agreement for the provision of Wastewater Treatment Plant (WWTP) Secondary Clarifier No.1 Rehabilitation Project ("Agreement") is made and entered in this 7th day of October, 2025 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Sentry Equipment Corp. ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform WWTP Secondary Clarifier No.1 Rehabilitation Project services for City (the "Services"). The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

2.1 Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to undertake the Services are on file at City's Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.

2.2 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.

2.3 If Contractor executes an agreement with a subcontractor to perform any portion of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.

2.4 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.

2.5 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor Code section 1810.

2.6 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.

2.7 Pursuant to Public Contract Code section 7103.5(b), Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, goods or materials pursuant to this Agreement.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may reasonably assist Contractor in performing the Services.

3.2 City designates John R. Harris, Municipal Utilities and Engineering Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 The term of this Agreement shall be for a period of two hundred ten (210) days commencing as of the Effective Date, unless terminated earlier as provided herein.

4.2 Contractor shall furnish a labor and material bond in the form attached hereto as Exhibit "B," which is attached hereto and incorporated herein by this reference, in an amount equal to one hundred percent (100%) of the total compensation to be paid to Contractor pursuant to this Agreement.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 Total compensation for Contractor's performance of the Services shall not exceed the amount of five hundred twenty-nine thousand, three hundred thirty-seven and 60/100 dollars. ($529,337.60). City shall pay Contractor on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled "Fee Schedule Title," which is attached hereto and incorporated herein by reference.

5.2 Contractor shall submit monthly invoices to City describing the Services performed during the preceding month. Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY	CONTRACTOR
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org (909) 798-7531	Terry Reyburn, General Manager Sentry Equipment Corp. 4188 Nike Dr. West Jordan, UT 84088 terry.reyburn@rebuild-it.com (801) 828-5369

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "D," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such

insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

6.2 Contractor shall defend, indemnify, and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (i) no amount shall be allowed for anticipated profit or unperformed Services, and (ii) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Mario Saucedo, Mayor

SENTRY EQUIPMENT CORP.

By: _____
Terry Reyburn, General Manager

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

WWTP Secondary Clarifier No. 1 Rehabilitation Project (Project):

Clarifier No. 1 is currently out of service, cleaned, and drained, with all mechanical components still in place. The Project includes rehabilitating and repairing specific mechanical systems and components within the existing 80-ft diameter, partially submerged concrete secondary clarifier at the City's WWTP. The existing clarifier is an Eimco/Ovivo Clarifier Type C2D; Serial No. 22021- 03- A. The Contractor will be responsible for furnishing all materials, labor, equipment, and tools for the entire project. The Project will consist of either replacing the clarifier drive unit with a new Ovivo C30HT drive or rebuilding the existing drive with a new 3/4 HP gear motor. The existing drive is currently functioning and is onsite. If the Contractor opts to rebuild the drive instead of replacing it, the following requirements must be met:

- Match Original Specifications –The rebuilt drive must be restored to meet or exceed the original manufacturer's specifications, including torque, horsepower, operating speed, and structural integrity.
- Certified Rebuild Facility – The drive must be rebuilt by a qualified facility with documented experience in repairing and certifying similar drive units.
- Use of OEM or Equivalent Parts – All replacement components, including bearings, seals, and gears, must meet or exceed OEM specifications.
- Testing & Certification – The Contractor must provide a post-rebuild certification verifying that the drive has been tested and operates within original specifications.
- Warranty – The rebuilt drive shall include a minimum three-year warranty covering defects in materials and workmanship.
- Removal & Installation – The Contractor is responsible for removing the existing drive, transporting it to the rebuild facility, and reinstalling it upon completion.

The Contractor shall take all necessary precautions when handling the functioning drive to prevent damage during removal, transportation, and reinstallation. This new drive must include the drive torque control unit and the motor drive package.

Other mechanical components that will be replaced or rehabilitated with in-kind components include: skimmer, skimmer arm, skimmer support, scum skimming device, mastic sealer, sludge collection drum w/adjustable gate control boxes, eight (8) 6-inch PVC type II draw-off pipes (four (4) per arm) w/ stainless steel/PVC elbows, collection/skimming arm, adjustable squeegee, skimming device counterbalance.

Note* the City intends to reuse the existing anchors as part of this project. This reuse and the replacement/rehabilitation of the in-kind components will eliminate the need for seismic calculations.

The Contractor is responsible for performing sandblasting operations with due care; however, it is acknowledged that weakened or heavily rusted metal may be further compromised during this process. Since the full extent of deterioration cannot be assessed until the interior surfaces are exposed, the following procedure will be followed. If, during sandblasting, areas of excessive deterioration are identified, the Contractor shall immediately notify the City. The City will inspect the affected areas to determine the extent of any additional repairs needed. If repairs are required beyond the original scope of work, the Contractor shall submit a written estimate

detailing labor and material costs. The City shall review the proposed work to determine whether authorization for the additional repairs will be granted. The City expressly reserves the right to approve, modify, or require alternative solutions prior to commencement of such work. Compensation for approved work will be based on mutually agreed-upon unit pricing or time and materials rates. If additional work is authorized, adjustments to the project schedule may be considered, if warranted.

Drive and Clarifier Components:
The drive unit must be coated with a high-performance protective coating to resist abrasion and withstand wet conditions, corrosive fumes, chemical contact, and weathering. The coating should meet or exceed industry standards (i.e., NACE No. 3/SSPC-SP6) for surface preparation and use an epoxy or polyurethane-based coating with a minimum dry film thickness of 8-10 mils, or as specified by the manufacturer for maximum durability. The drive must have torque overload protection control with a visual indicator and a sounding alarm. The drive must rotate counterclockwise at 0.30 RPM to match the existing drive speed and rated up to 30,000 ft-lb torque with real-time torque value display. Electrical work for the project is minimal, as the existing control panel will be reused. The Contractor is responsible for ensuring proper integration with the new equipment while utilizing the existing electrical infrastructure. The new drive assembly unit must be uniformly supported and as level as possible to prevent uneven loading on the main drive housing and bearing. This is essential to avoid distortion, which can lead to bearing failure and housing breakage. The Contractor will be responsible for the proper placement of the unit and for the lubrication of the drive unit according to the manufacturer's recommendations. If any damage occurs, the Contractor will be responsible for repairing or replacing the entire unit. If applicable, the Contractor must coordinate with the manufacturer to verify the proper installation of the clarifier drive and components. Drive lubrication must be performed following the manufacturer's instructions. The Contractor is responsible for the proper storage of the equipment before and during project activities. One (1) visit from the manufacturer is required for the startup/checkout of the drive assembly and components to ensure proper operation and to provide training for City personnel (if applicable).
The Contractor is to make all necessary adjustments or corrections to the work required by the manufacturer representative/inspector. If the manufacturer is required to re-visit the project site due to adjustments/corrections, the Contractor shall be responsible for those additional costs.
When sandblasting, the drive must be fully covered or sealed off to protect against sand and dust. Failure to follow the manufacturer's installation, storage, and operational guidelines will void the warranty, and any resulting issues will be at the Contractor's expense. The City will provide and be responsible for proper roll-off bins for the disposal and removal of all old equipment. All new clarifier components (listed in the description section of the Fee/Cost Proposal) must be installed with the correct elevations and proper alignment of equipment per the design of the clarifier. As-built drawings of the clarifier and clarifier mechanism can be found in the attachments of this bid. Once the project is complete, the Contractor is required to operate the clarifier for a minimum of 8 hours, observe the rotation and clearance of the arms, and check for contact with the tank bottom. The Contractor is to conduct a thorough inspection of the clarifier and recommend any additional repairs or parts not listed in the scope of services. If additional work is necessary, the Contractor must submit a recommendation to the City. If feasible, the City will provide further direction. No work outside the scope of services is to be performed without City approval.

Onsite Blasting & Painting Services:

The Contractor shall provide all necessary equipment, materials, and labor for the onsite blasting and painting of the secondary clarifier. This includes the clarifier walkway and all underwater steel.

Surface Preparation:

- Surface preparation shall be in accordance with SSPC-SP10 (Near-White Metal Blast Cleaning) standards. All rust, mill scale, old paint, and contaminants shall be removed to achieve a clean, roughened surface.
- Compressed air used for blasting shall be clean, dry, and oil-free. The surface must be completely free of oil, grease, moisture, and dust before application of coatings.
- All surface preparation methods shall be conducted in compliance with applicable local, state, and federal air quality regulations, including those issued by the South Coast Air Quality Management District (SCAQMD) and Cal/OSHA.

Painting Requirements:

- A minimum of two coats of high-performance epoxy paint suitable for wastewater environments must be applied.
- The first coat shall be epoxy primer with a dry film thickness (DFT) of 4-6 mils.
- The second coat shall be epoxy topcoat, designed for chemical resistance, with a DFT of 5-8 mils.
- Paint type: Sherwin-Williams Macropoxy 646 or equivalent, approved by the
- project engineer.
- All coatings must be applied in accordance with the manufacturer's latest written specifications and safety data sheets.

Environmental Conditions:

- All surface preparation and painting activities must be conducted under manufacturer-recommended environmental conditions, including appropriate temperature and humidity levels.
- The Contractor shall monitor and document ambient conditions during surface preparation and coating application.
- No work shall proceed if environmental conditions do not meet the minimum requirements specified by the coating manufacturer or if doing so would result in a violation of environmental regulations.

The Contractor shall perform all sandblasting and painting operations in full compliance with all applicable federal, state, and local regulations, as well as industry standards for surface preparation and coating application.

The Contractor is responsible for:

- Implementing proper containment measures to prevent the release of dust, debris, and paint overspray.
- Properly disposing of spent abrasives, paint residues, and other waste materials per regulatory requirements.
- Ensuring worker safety through appropriate protective equipment, ventilation, and respiratory protection.

Failure to comply with these requirements may result in work stoppage and corrective action at the Contractor’s expense.

Professional Labor Services:

Professional labor services include the removal of the existing bridge, drive, and other clarifier components to be replaced, and the installation of the new complete drive unit and clarifier

components as listed in the clarifier drive and components description of the Fee/Cost Proposal. The Contractor is to supply all equipment necessary to complete the project (i.e., crane, rigging equipment). The Contractor is responsible for all documentation, safety protocols, and procedures related to confined space entry, ensuring compliance with applicable regulations and standards. The project is to be completed in one (1) mobilization and one (1) demobilization of equipment and personnel.

The Contractor is responsible for ensuring appropriate staffing throughout the project and for paying prevailing wages following applicable regulations. All freight and delivery of equipment are to be included in the bid. The Contractor is responsible for providing detailed submittals for all new equipment, including the clarifier drive unit, motor, and control system. Submittals must include specifications for surface preparation, coatings, electrical wiring, alignment tolerances, and installation procedures. Additionally, the Contractor must submit operation and maintenance manuals, safety plans, startup and commissioning procedures, and final as-built drawings (if applicable). All work must adhere to manufacturer guidelines, and testing and certification documentation must be provided upon completion. Note* Documentation of warranty terms for the clarifier components, including the drive unit, motor, and other mechanical parts, with a minimum three year warranty requirement.

Project Conditions

- Workdays/Hours: Monday through Friday, from 6:00 AM to 4:00 PM
- All recognized government holidays will be observed, and no work should be coordinated unless arranged with City staff.
- Staging Area: To be determined and coordinated with City staff. The City is not responsible for theft or damage to equipment and materials left overnight.

EXHIBIT "B"

LABOR AND MATERIAL BOND

Whereas, the City of Redlands, State of California, and Sentry Equipment Corp.(hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to WWTP Secondary Clarifier No.1 Rehabilitation Project (the "Work"), which said agreement, dated October 7, 2025, and titled as "Agreement to Perform Non-Professional Services for Improvement to Public Builds and Grounds" is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of five hundred twenty-nine thousand three hundred thirty-seven dollars and sixty cents ($527,337.60 for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on October 7, 2025.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety) BY:
_____	_____
(Signature)	(Signature)
	Address: _____ _____
(Seal and Notarial Acknowledgment of Surety)	Telephone( ) _____

EXHIBIT "C"

("Fee Schedule/ Price and Fee Bid")

Line Item No.	Section	Description	Price
1	Clarifier Drive & Components	Ovivo C30HT drive unit (or rebuild existing drive), drive torque control unit, and motor drive package. Please include all required all lubricants per spec. Sludge collection drum with adjustable gate control boxes. Please include all necessary seals Eight (8) 6-inch PVC type II draw-off pipes (four (4) per arm) w/elbows/fittings Full radius scum skimming arm with supports, blade arm, 4' skimming assembly, skimmer blade, counterbalance. Adjustable squeegee mechanism (rake arm) Mastic sealer between the weirs and mounting interface (80' D)	$ 117,015.00
2	Professional Labor Services	Pricing for labor to remove existing equipment and replace it with the new parts described above	$ 150,739.00
3	Onsite Blasitng & Painting Services	Pricing for all necessary equipment, materials, and labor for onsite blasting and painting of the clarifier walkway, scum box, and underwater steel as escribed in the details of the scope.	$ 213,462.00
4	Contingency	This is 10% of the total project cost to account for unforeseen conditions or additional work as approved by the City.	$ 48,121.60
Total Sum Bid (In Digits)			$ 529,337.60
Total (Written In Words):	*Five Hundred Twenty-Nine Thousand Three Hundred Thirty-Seven Dollars & Sixty Cents*		

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

SENTRY EQUIPMENT CORP.

By:_____ Date: _____

Terry Reyburn, General Manager

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bid was opened on the **20th day of August 2025 at 10:00 a.m.** on behalf of the Municipal Utilities and Engineering Department for **WWTP Secondary Clarifier No. 1 Rehabilitation Project. Project No. 20250724-FM.** The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	(2) Addenda Issued	Total Sum Bid
1	Clean Infusion LLC, Columbia, MO	Yes	No	$391,448.00
2	Sentry Equipment Corp., Utah	Yes	Yes	$529,337.60
3	Tharsos Inc., La Mesa, CA	Yes	Yes	$579,700.00
4	Don Peterson Construction, San Marcos, CA	Yes	Yes	$589,182.00
5	GSE Construction, Livermore, CA	Yes	Yes	$637,010.00
6	MMC, Inc., La Palma, CA	Yes	Yes	$743,600.00
7	Vicon, Anaheim, CA	Yes	Yes	$770,000.00
8	Metro Builders & Engineers, Newport Beach, CA	Yes	Yes	$1,339,119.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: John Harris
Staff: Fernando Mata, Sean Kilday, Joseph Hamburger

CITY OF REDLANDS

MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

BID ANALYSIS

BID NO. 20250724-FM **BID DATE:** 7/24/2025

P.O. WWTP SECONDARY CLARIFIER No.1 REHABILITATION PROJECT **FISCAL YEAR:** 25/26

Item No.	Section	Description	Clean Infusion LLC, Columbia, MO	Sentry Equipment Corp., Utah	Tharsos Inc., La Mesa, CA	Don Peterson Construction, San Marcos, CA	GSE Construction, Livermore, CA	MMC, Inc., La Palma, CA	Vicon, Anaheim, CA	Metro Builders & Engineers, Newport Beach, CA
			Price	Price	Price	Price	Price	Price	Price	Price
1	Clarifier Drive & Components	Ovivo C30HT drive unit (or rebuild existing drive), drive torque control unit, and motor drive package. Please include all required lubricants per spec. Sludge collectin drum with adjustable gate control boxes. Please include all necessary seals. Eight (8) 6-inch PVC type II draw-off pipes (four (4) per arm) w/elbows/fittings Full radius scum skimming arm with supports, blade arm, 4' skimming assembly, skimmer blade, and counterbalance. Adjustable squeegee mechanism (rake arm) Mastic sealer between the weirs and mounting interface (80' D)	$ 233,198.00	$ 117,015.00	$ 252,272.00	$ 228,375.00	$ 354,100.00	$ 254,000.00	$ 267,461.00	$ 527,699.00
2	Professional Labor Services	Pricing for labor to remove existing equipment and replace it with the new parts described above.	$ 64,781.00	$ 150,739.00	$ 134,067.00	$ 217,245.00	$ 130,000.00	$ 250,000.00	$ 328,239.00	$ 450,994.00
3	Onsite Blasting & Painting Services	Pricing for all necessary equipment, materials, and labor for onsite blasting and painting of the clarifier walkway, scum box, and underwater steel as described in the details of the scope.	$ 57,883.00	$ 213,462.00	$ 140,661.00	$ 90,000.00	$ 95,000.00	$ 172,000.00	$ 104,300.00	$ 240,426.00
4	Contingency	This is 10% of the total project cost to account for unforeseen conditions or additional work as approved by the City.	$ 35,586.00	$ 48,121.60	$ 52,700.00	$ 53,562.00	$ 57,910.00	$ 67,600.00	$ 70,000.00	$ 120,000.00
		TOTAL SUM (Items 1 through 4)	**$ 391,448.00**	**$ 529,337.60**	**$ 579,700.00**	**$ 589,182.00**	**$ 637,010.00**	**$ 743,600.00**	**$ 770,000.00**	**$ 1,339,119.00**

City Council Meeting **L. 3.**

DATE: 10/07/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a First Amendment to the Public Works Construction Contract with MCC Pipeline, Inc. for the 2023 CIP Water Pipeline and Highline Replacement Project to increase the Contract contingency amount by $480,000 and authorize an additional appropriation in the amount of $480,000 from Water Fund (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If City Council determines the staff recommendation is appropriate, the following motions are provided:

1. I move that the City Council approve a First Amendment to the Public Works Construction Contract with MCC Pipeline, Inc. for the 2023 CIP Water Pipeline and Highline Replacement Project to increase the contract amount by $480,000; and

2. I move to authorize an additional appropriation of $480,000 from the Water Fund.

RECOMMENDATION:

Staff recommends City Council approval of a First Amendment to the Public Works Construction Contract with MCC Pipeline, Inc. for the 2023 CIP Water Pipeline and Highline Replacement Project to increase the contract amount by $480,000 and authorize an additional appropriation in the amount of $480,000 from the Water Fund.

DISCUSSION:

On December 17, 2024, the City Council authorized a contract with MCC Pipeline, Inc. for the construction of the 2023 Capital Improvement Program (CIP) Water Pipeline and Highline Replacement Project for an amount not-to-exceed $12,058,362.99, which includes approximately a 3.5% contingency, or $400,000, to resolve unanticipated construction issues. The project replaces approximately seven (7) miles of deteriorated steel water pipeline at multiple sites throughout the City, including the replacement of two (2) miles of large-diameter water transmission pipeline, known as the “Highline,” that extends from Fifth Avenue/Crafton Avenue to Reservoir Road/I-10. The project is a critical infrastructure upgrade that will improve system reliability and service capacity.

During construction, MUED staff identified the need for additional labor, equipment, and materials to ensure adequate service delivery to residents along Valencia Drive, Overcrest Drive, and Crafton Avenue. The additional work includes the installation of approximately 600 linear feet of 8-inch ductile iron pipe, 1,700 linear feet of PVC service pipe, and 225 linear feet of copper service pipe. Additionally, the street pavement conditions within the project corridor necessitated additional pavement restoration beyond the quantities originally anticipated in the contract. These adjustments were required to maintain service continuity and restore the impacted public rights-of-way to acceptable standards.

The costs associated with these unforeseen conditions exceed the contingency allowance included in the original contract and staff recommends approval of a contract amendment in the amount of $480,000, a 4% addition to the original contract contingency allowance, which will increase the total contract value to $12,538,362.99. This amendment requires an additional appropriation of $480,000 that will provide additional contingency funds throughout the remainder of the project, which is approximately sixty-five percent (65%) complete.

ALTERNATIVES:

City Council may deny the staff recommendation and provide alternate direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Goutam K. Dobey, City Engineer

PREPARED BY:
Gerard Nepomuceno, Civil Engineer

Fiscal Impact

Fiscal Year:	FY 25/26
Revenue Generating:	Y
Appropriation Required Y/N:	Y
Amount:	$480,000
Budgeted Y/N:	Y
Account No.:	501910

Discussion:

Staff recommends City Council approval of an additional $480,000 appropriation from the Water Fund (501), which may or may not be expended, depending on actual field conditions encountered during construction of the remaining project elements.

Attachments

A. First Amendment to MCC Contract

B. Additional Appropriation Form

C. Executed Contract (Reference only)

FIRST AMENDMENT TO PUBLIC WORKS CONSTRUCTION CONTRACT

This first amendment ("First Amendment") to the Public Works Construction Contract for the 2023 CIP Water Pipeline and Highline Replacement Project dated December 17, 2024 (the "Contract"), by and between the City of Redlands, a municipal corporation ("City"), and MCC Pipeline, Inc. ("Contractor"), is made and entered into this 7th day of October 2025.

RECITALS

WHEREAS, City staff has identified the need for additional materials and work, including approximately 600 linear feet of ductile iron pipe, 1,700 linear feet of PVC service pipe, and 225 linear feet of copper service pipe, along with increased roadway paving, requiring additional funding;

WHEREAS, the contract amendment is essential to complete the replacement of the aged steel water lines included in the project;

WHEREAS, it is the desire of City and Contractor to amend the "Contract Sum" of the Contract to provide additional contingency funding to cover current and anticipated overages and to serve as contingency for the remainder of the project;

NOW, THEREFORE, City and Contractor agree as follows:

AGREEMENT

Section 1. "**2. CONTRACT SUM**" to the Contract is hereby amended to read as follows:

"**2. CONTRACT SUM**: City shall pay Contractor the sum of Twelve Million Five Hundred Thirty-Eight Thousand Three Hundred Sixty-Two Dollars and Ninety-Nine Cents ($12,538,362.99) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents."

Section 2. All other provisions of the Contract shall remain unchanged by this First Amendment, and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of the 7th day of October, 2025.

CITY OF REDLANDS

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

MCC Pipeline, Inc.

By: _____
Vincent Munoz, President

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 10/7/25

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: MUED

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Water Infrastructure	501910	8402	501063	$480,000
				$ $480,000 -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
				$ -

JUSTIFICATION: Additional contingency funding is required to complete the 2023 CIP Water Pipeline & Highline Replacement Project.

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 17th day of December, 2024, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and MCC Pipeline, Inc. (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: 2023 CIP Water Pipeline and Highline Replacement Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's 2023 CIP Water Pipeline and Highline Replacement Project, Project No. 501063 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of Twelve Million Fifty-Eight Thousand Three Hundred Sixty-Two Dollars and Ninety-Nine Cents ($12,058,362.99) as consideration for its performance of the Work in accordance with the terms and conditions set forth in the Contract Documents. Pursuant to Public Contract Code Section 22300, Contractor has the option to deposit securities with an escrow agent as a substitute for retention of earnings required to be withheld by City pursuant to an escrow agreement as set forth in Public Contract Code section 22300.

3. **TIME FOR COMPLETION:** The Work shall be completed within one hundred eighty (180) working day(s) as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of five hundred dollars ($500) for each working day as defined in Section 1-2 of the Standard Specifications for Public Works Construction "Greenbook" in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that five hundred dollars ($500) per day is the estimated damage to City caused by the failure of Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By: _____
~~Eddie Tejeda,~~ Mayor
MARIO SAUCEDO

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

MCC Pipeline, Inc.
Name of Contractor

By: _____
Signature of Authorized Agent

President
Title

_____
Signature of Authorized Agent (if necessary)

Officer
Title

993248
Contractor's License No.

WORKER'S COMPENSATION INSURANCE CERTIFICATION

Description of Contract: City of Redlands
Municipal Utilities and Engineering Department
2023 CIP Water Pipeline and Highline Replacement Project
Project No. 501063

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
b. By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

__✓__ I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Dated this 11 day of December, 2024.

MCC Pipeline, Inc.
(Contractor)

(Signature)

Project Manager
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the Owner prior to performing the work of the contract.)

THE FINAL PREMIUM IS PREDICATED ON THE FINAL CONTRACT AMOUNT

This bond was issued in two (2) original counterparts

Bond No. GM243826
Premium: $79,073.00

FAITHFUL PERFORMANCE BOND

Whereas, the City of Redlands ("City"), State of California, and MCC Pipeline, Inc. (hereinafter designated as "Principal") have entered into an agreement dated December 17, 2024 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as **2023 CIP Water Pipeline and Highline Replacement Project, Project No. 501063** and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, Great Midwest Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Twelve Million Fifty-Eight Thousand Three Hundred Sixty-Two Dollars and Ninety-Nine Cents ($12,058,362.99) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall defend, indemnify and save harmless the City and its elected officials, officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligations, all to be taxed as costs and included in the judgment rendered.

As a condition precedent to the satisfactory completion of the Work, the above obligation shall hold good for a period of one (1) year or longer if required by the Agreement after the acceptance of the work by the City, during which time if the Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage made evident during this period from the date of completion of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of the Principal remains.

Whenever the Principal shall be, and is declared by the City to be, in default under the Agreement, the City having performed the City obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the City's option:

1. Complete the Work in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Work in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price,

but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize the Principal in completing the Work nor shall Surety accept a bid from the Principal for completion of the Work if the City, when declaring the Principal in default, notifies Surety of the City's objection to the Principal's further participation in the completion of the Work.

No right of action shall accrue on the bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City. Any suit under this bond must be instituted within the applicable statute of limitations period.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

No final settlement between the City and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

The Principal and Surety agree that if the City is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay the City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on December 5th, 2024.

(SEAL)

MCC Pipeline, Inc.
(Contractor)

(Signature)

(Seal and Notarial Acknowledgment of Surety)

(SEAL)

Great Midwest Insurance Company
(Surety)

BY:
(Signature) Shaunna Rozelle Ostrom, Attorney-in-Fact

Address: 25622 Orchard Rim Lane
Lake Forest, CA 92630

Telephone (949) 804-3836

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On 12/05/2024 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Shaunna Rozelle Ostrom,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MELISSA ANN VACCARO
COMM. #2401942
Notary Public-California
ORANGE COUNTY
My Comm. Expires May 12, 2026

FRS3 FRS3

Signature _____ (Seal)
Melissa Ann Vaccaro

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Shaunna Rozelle Ostrom, Frank Morones, Michael D. Stong, Ben Stong, R. Nappi, Benjamin Wolfe, Chelsea Liberatore, Adrian Langrell

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars ($25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

GREAT MIDWEST INSURANCE COMPANY

BY _____
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2026
Notary ID 131090488

BY _____
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 5th Day of December, 2024.

BY _____
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

THE FINAL PREMIUM IS PREDICATED ON THE FINAL CONTRACT AMOUNT

This bond was issued in two (2) original counterparts

Bond No. GM243826

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Redlands, State of California, and MCC Pipeline, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated December 17, 2024, and identified as **2023 CIP Water Pipeline and Highline Replacement Project, Project No. 501063** is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Twelve Million Fifty-Eight Thousand Three Hundred Sixty-Two Dollars and Ninety-Nine Cents ($12,058,362.99) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on December 5th, 2024.

(SEAL)

MCC Pipeline, Inc.

(Contractor)

(Signature)

(Seal and Notarial Acknowledgement of Surety)

(SEAL)

Great Midwest Insurance Company

(Surety)

BY:

(Signature) Shaunna Rozelle Ostrom, Attorney-in-Fact

Address: 25622 Orchard Rim Lane
Lake Forest, CA 92630

Telephone: (949) 804-3836

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On 12/05/2024 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Shaunna Rozelle Ostrom,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**
Melissa Ann Vaccaro

FRS3 MELISSA ANN VACCARO COMM. #2401942 Notary Public-California ORANGE COUNTY My Comm. Expires May 12, 2026 FRS3

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Shaunna Rozelle Ostrom, Frank Morones, Michael D. Stong, Ben Stong, R. Nappi, Benjamin Wolfe, Chelsea Liberatore, Adrian Langrell

Its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars ($25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

GREAT MIDWEST INSURANCE COMPANY

BY _____
Mark W. Haushill
President

GREAT MIDWEST INSURANCE COMPANY CORPORATE SEAL TEXAS CORPORATION

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2026
Notary ID 131090488

BY _____
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 5th Day of December, 2024.

GREAT MIDWEST INSURANCE COMPANY CORPORATE SEAL TEXAS CORPORATION

BY _____
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino }

On December 11, 2024 *Date* before me, Camie Lee Martinez Notary Public *Here Insert Name and Title of the Officer*

personally appeared Danielle Muñoz *Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

CAMIE LEE MARTINEZ
Notary Public - California
Orange County
Commission # 2378090
My Comm. Expires Oct 10, 2025

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Camie Lee Martinez
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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CAMIE LEE MARTINEZ
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Signature Camie Lee Martinez
Signature of Notary Public

OPTIONAL

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Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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City Council Meeting **L. 4.**

DATE: 10/07/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Non-Professional Services Agreement with BrightView Landscape Services, Inc. for the Museum of Redlands Landscape Maintenance services for a two (2) year initial term and the option to extend the initial term by one (1) additional one-year term, on the same terms and conditions, for an amount not to exceed $125,182 and determine that approval of the agreement is exempt from the California Environmental Quality Act pursuant to Section 15301(h) of the CEQA Guidelines (Facilities and Community Services Director Crocker)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motions are provided:

1. I move that the City Council find that approval of a Non-Professional Services Agreement with BrightView Landscape Services, Inc. for Museum of Redlands landscape maintenance services is exempt from the California Environmental Quality Act pursuant to Section 15301(h) of the CEQA Guidelines; and

2. I move that the City Council approve the Non-Professional Services Agreement with BrightView Landscape Services, Inc.

RECOMMENDATION:

Staff recommends that the City Council approve the Non-Professional Services Agreement with BrightView Landscape Services, Inc. for Museum of Redland's landscape maintenance services for a two-year initial term and the option to extend the initial term by one (1) one-year term, on the same terms and conditions, for an amount not to exceed $125,182. Staff further recommend that City Council find that approval of the agreement is exempt from the California Environmental Quality Act pursuant to Section 15301(h) of the CEQA Guidelines.

DISCUSSION:

The Facilities and Community Services Department is responsible for the landscaping maintenance of city-owned properties, including the recently acquired Museum of Redlands. Due to the unique character of this property and its role as a cultural landmark, staff is recommending approval of an agreement with BrightView Landscape Services to provide specialized landscape maintenance at the site.

The Museum grounds incorporate a variety of ornamental features that require expertise beyond the standard maintenance performed at other City facilities. These include formal planting beds, decorative hardscape areas, specialized irrigation, and a combination of functional and ornamental plantings that were designed to complement the architecture and use of the Museum. Maintaining these features in a manner consistent with the cultural significance of the site requires a higher level of horticultural skill and attention to detail. Additionally, the Museum of Redlands is a high-visibility property that regularly serves as a venue for public gatherings, community events, and private rentals. The landscape must therefore be maintained to a standard that not only ensures safety and accessibility but also provides an aesthetically appealing environment for visitors and event attendees. This differs from many other city facilities where landscape maintenance is primarily functional. By contracting with BrightView, the City will secure services from a firm with demonstrated capacity to manage complex, ornamental landscapes and respond flexibly to event-driven needs at the Museum. This partnership will help preserve the visual prominence of the site, uphold community expectations for the Museum as a civic and cultural asset, and support the City’s long-term investment in the property. The attached agreement is a Non-Professional Services Agreement with BrightView Landscape Services, Inc. for Museum of Redlands Landscape Maintenance services for a 2-year initial term and the option to extend the initial term by one (1) one-year term, on the same terms and conditions, for an amount not to exceed $125,182.

The City advertised a Request for Proposals (RFP) for the Museum of Redland's landscape maintenance to potential vendors to provide this service. A list of the firms that responded is provided in the table below:

Firm Name	Responsive Proposer	Responsible Proposer	Annual Cost Proposal
BRIGHTVIEW LANDSCAPE SERVICES	X	X	X
LEAFWISE LANDSCAPE, LLC	X	X	X
RP LANDSCAPE & IRRIGATION	X	X	X
GREENFIELD LANDSCAPE & MAINTENANCE	X	X	X
MARIPOSA LANDSCAPES INC	X	X	X
SO CO LANDSCAPE	X	X	X
TLC LANDSCAPE SERVICES	X	X	X

A selection committee reviewed and ranked each organization based on its demonstrated competence and professional qualifications deemed necessary for the satisfactory performance of the services required in accordance with the City's procurement policy. BrightView Landscape Services Inc. was selected as the most highly qualified firm based on its response to the scope of work provided in the RFP.

The proposed project is exempt from the requirements of the California Environmental Quality Act’s guidelines pursuant to Section 15301(h). Section 15301(h) applies to existing facilities where the project will have negligible or no expansion of use.

ALTERNATIVES:

The City Council may choose not to approve the non-professional services agreement for landscape maintenance services and direct staff accordingly.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Christopher Boatman, Assistant City Manager
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Don Craw, Facilities and Community Services Senior Manager

Fiscal Impact

Fiscal Year:	FY 2025-26
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$125,182
Budgeted Y/N:	Y
Account No.:	101192

Discussion:

Funding for landscape maintenance at the Museum of Redlands is included in the current Fiscal Year budget under the Museum of Redlands Division. The specialized maintenance requirements of this property were anticipated during budget development, and sufficient funds are available to support the agreement with BrightView for this fiscal year.
Ongoing landscape maintenance at the Museum will also be incorporated into future Museum Division budget requests to ensure consistent funding and proper upkeep of this high-visibility facility.

Attachments

Agreement

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This agreement for the provision of Landscape Services at the Museum of Redlands ("Agreement") is made and entered in this 7th day of October, 2025 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and BrightView Landscape Services, Inc., a California corporation ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform Landscape Services at the Museum of Redlands for City (the "Services"). The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

2.1 Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to undertake the Services are on file at City's Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.

2.2 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.

2.3 If Contractor executes an agreement with a subcontractor to perform any portion of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.

2.4 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.

2.5 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor Code section 1810.

2.6 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.

2.7 Pursuant to Public Contract Code section 7103.5(b), Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, goods or materials pursuant to this Agreement.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may reasonably assist Contractor in performing the Services.

3.2 City designates Tabitha Crocker, Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 The Services shall commence as of the Effective Date of this Agreement. Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," which is attached hereto and incorporated herein by this reference.

4.2 The term of this Agreement shall be for a period of two (2) years beginning October 13, 2025 (the "Initial Term") The City shall have the option to extend the Initial Term of this Agreement by one (1) additional one-year term (each, an "Extended Term"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 Compensation: Total compensation for Contractor's performance of the Services shall not exceed the amount of One Hundred Twenty-Five Thousand One Hundred Eighty-Two ($125,182). City shall pay Contractor on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled "Fee Schedule," which is attached hereto and incorporated herein by reference.

5.2 Contractor shall submit monthly invoices to City describing the Services performed during the preceding month. Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY	CONTRACTOR
City Clerk	Enrico Marogna, Sr. Vice President
City of Redlands	BrightView Landscape Services, Inc.
35 Cajon Street	715 W. La Cadena Drive
P.O. Box 3005 (mailing)	Riverside, CA 92501
Redlands, CA 92373	enrico.marogna@brightview.com
jdonaldson@cityofredlands.org	949-466-6734
(909) 798-7531	951-684-2785

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal

injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

6.2 Contractor shall defend, indemnify, and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (i) no amount shall be allowed for anticipated profit or unperformed Services, and (ii) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Mario Saucedo, Mayor

BRIGHTVIEW LANDSCAPE SERVICES, INC.

By: _____
Enrico Marogna, Sr. Vice President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES
(Based on Proposal Submitted 6/9/2025)

Weekly Full Service Landscape Service Including but not limited to:

- Pruning
- Weeding
- Irrigation Maintenance and Adjustments
- Blowing
- Pressure Washing (Each Area Services Once Monthly)
- Fruit Tree Maintenance
- Debris Removal

Second Touch Service:

- Debris Removal
- Blowing

Seasonal:

- Fertilization
- Gopher Control
- Pest Management

As Needed Services

- Irrigation Repairs
- Additional Pressure Washing

Quality Site Assessment Reports

- Delivered Monthly

EXHIBIT "B"
FEE SCHEDULE

Baseline Service	**Monthly Cost Year 1**	**Monthly Cost Year 2**	**Monthly Cost Year 3**
Weekly Standard Service	$2,295.00	$2,363.85	$2,434.77
Weekly Second Touch Service	$325.00	$334.75	$344.79
TOTAL MONTHLY COST	$2,620.00	$2,698.60	$2,779.56
TOTAL ANNUAL BASELINE SERVICE COST	**$31,440.00**	**$32,383.20**	**$33,354.70**
As Needed Services	**Rate Year 1**	**Rate Year 2**	**Rate Year 3**
Irrigation Technician (Per Hour)	$70.00	$72.10	$74.26
Pressure Washing Service (Per Hour - Additional As Needed / Requested)	$60.00	$61.80	$63.65
Irrigation Parts	Cost Plus 15%	Cost Plus 15%	Cost Plus 15%
Estimated Annual As Needed Service Costs	$9,060.00	$9,331.80	$9,611.75
Total Annual Contract	**$40,500.00**	**$41,715.00**	**$42,966.45**

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

BrightView Landscape Services, Inc.

By:_____ Date: _____

Enrico Marogna, Sr. Vice President

City Council Meeting **L. 5.**

DATE: 10/07/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of an agreement with Southern California Lighting Inc., DBA The Christmas Kings for holiday decor and installation services for a one (1) year initial term and the option to extend the initial term by two (2) additional one-year terms for the downtown area in an amount not-to-exceed $440,400 and determine that the approval of the agreement is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Facilities and Community Services Department Director Crocker)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motions are provided:

1. I move that City Council determine approval of the agreement is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act; and

2. I move that the City Council approve an agreement with Southern California Lighting Inc., DBA The Christmas Kings for holiday decor and installation services for the downtown area for a one (1) year initial term and the option to extend the initial term by two (2) additional one-year terms.

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with Southern California Lighting Inc., DBA The Christmas Kings for holiday decor and installation services for a one (1) year initial term and the option to extend the initial term by two (2) additional one-year terms for the downtown area for an amount not-to-exceed $440,400. Staff further recommends that approval of the agreement is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The City of Redlands has a well-established tradition of decorating the Historic Downtown area with festive holiday décor, contributing to the vibrancy and charm of the community during the holiday season. The decorations are primarily concentrated at Ed Hales Park and along East State Street, and extending to Orange Street.

In 2018, City staff sought to elevate the holiday atmosphere by implementing several key enhancements and expanding the area of coverage. These improvements included more elaborate, illuminated garlands wrapped around each light pole, the installation of a larger, commercial-grade Christmas tree, ornaments and holiday decor. Staff also expanded the footprint of this holiday atmosphere by carrying it north, along Orange Street. To officially unveil these decorations, the City hosted a Tree Lighting Event. This event served as a valuable opportunity for City officials to engage with the community while providing a memorable experience that included live music, complimentary hot cocoa, a bounce house, face painting, craft activities, and photo opportunities with Santa Claus seated in an authentic sleigh. The highlight of the event involved the Mayor ceremonially flipping an oversized switch, illuminating the entire six-block stretch of East State Street, along with the Christmas tree and additional features in Ed Hales Park, creating a captivating holiday display.

For the upcoming 2025 holiday season, city staff plans to continue this tradition by lighting up the downtown area once again with seasonal decorations. To ensure the highest quality of holiday decor and installation services, city staff solicited services on Planetbids on July 3, 2025, resulting in the receipt of six proposals on July 28, 2025. For clarification, the solicitation was advertised with language that references both Request For Bids and Request For Proposal; however, this request for services was processed as a formal Request for Proposal in accordance with the City's procurement policies.

These proposals were evaluated by a selection committee based on key criteria such as experience, proposed design, cost-effectiveness, and the contractor's ability to deliver on the City's vision for the holiday display. Following this comprehensive review process, Southern California Lighting Inc., DBA The Christmas Kings was identified as the most qualified proposer. Below is a summary of the proposals received:

Name
St. Nick's Christmas Lighting & Decor
Polar Bear Lighting Inc.
Southern California Lighting Inc., DBA The Christmas Kings
Decor IQ Holiday & Event Services

Dekra-Lite Industries
BrightLife Designs LLC

With the selection of Southern California Lighting Inc., DBA The Christmas Kings, city staff is confident that the 2025 holiday season will once again bring joy and festive spirit to residents and visitors alike, ensuring that Redlands continues to shine as a holiday destination in Southern California. Furthermore, the approval of the agreement is categorically exempt from environmental review in accordance with Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act.

ALTERNATIVES:

The City Council may elect not to approve the agreement and direct staff accordingly.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Tabitha Crocker, Director Facilities and Community Services Department

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Christopher Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Erik Reeves, Field Services Superintendent

Fiscal Impact

Fiscal Year:	FY 25/26
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$146,800
Budgeted Y/N:	Y

Account No.: 236300,101309, 101304, 101303, 101302

Discussion:

Funding for the annual downtown holiday lighting and decorations is in the operating budget for FY 25-26 as approved by the City Council.

Funding for the second and third optional years of the agreement will be included in the FY 26/28 biennial budget request and the optional terms will only be exercised if funding is not available.

The funding breakdown is as follows: 236300- $15,000.00; 101309- $20,000.00;101303- $114,000.00; 101304- $.10,000;101302- $4,250.00.

Attachments

A. Non-Professional Services Agreement - The Christmas Kings

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of holiday lighting and decoration installation ("Agreement") is made and entered in this 7th day of October, 2025 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and , Southern California Lighting Inc. dba The Christmas Kings, a California corporation. ("Contractor"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform holiday lighting and decoration installation services for City (the "Services").

1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONTRACTOR

2.1 The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Contractor shall comply with applicable federal, state and local laws and regulations in the performance of this agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may reasonably assist Contractor in performing the Services.

3.2 City designates Tabitha Crocker, Facilities and Community Services Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 The Services shall commence immediately after the Effective Date of this Agreement. Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled "Scope of Services".

4.2 The Initial Term of this Agreement shall be for a period of one year. The City shall have the option to extend the Initial Term of this Agreement by two (2) additional one-year terms (an "Extended Terms"), on the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the Initial Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

4.3 If Contractor's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Contractor to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 Compensation: Total compensation for Contractor's performance of the Services shall not exceed the amount of Four Hundred Forty Thousand Four Hundred Dollars ($440,400). City shall pay Contractor on a time and materials basis up to the not to exceed amount in accordance with Exhibit "B," titled "Fee Schedule," which is attached hereto and incorporated herein by this reference

5.2 Contractor shall submit an invoice to City upon completion of the Services. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY	CONTRACTOR
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org (909) 798-7531	Mathew Kronquist, President The Christmas Kings 31500 Grape Street, Suite 3233 Lake Elsinore, CA 92532 Mat@TheChristmasKings.com (951) 454-9777

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "C" entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

6.2 Contractor shall defend, indemnify, and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this

Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Mario Saucedo, Mayor

Southern California Lighting, Inc.
dba The Christmas Kings

By: _____
Mathew Kronquist, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Item #	**A.** **Item description**
1.	30 foot, commercial grade artificial Christmas tree, frame tower style with UV protected foliage and 18,650 5mm LED lights
2.	36 inch illuminated LED star topper
3.	Commercial grade snow machine
4.	Technician support
5.	Outline roof and ceiling perimeter of gazebo with warm white C9 LED string lights
6.	14 inch diameter LED lit decorated garland
7.	14-24 inch wide LED starbursts
8.	Decorate Sister Cities Clock with C9 bulbs on clock top and legs
9.	60 inch LED decorated wreaths for gazebo
10.	Wrap park trees in warm white 5mm mini LED lights with 1/5 twinkle strands
11.	Wrap downtown archways with 14 inch diameter LED lit, decorated forest green garland

12.	LED lit commercial grade wreaths for banner sections
13.	Wrap decorative pole in 14 inch diameter, LED lit garland with UV resistant red bow (minimum 18”x24”)
14.	Pole mounted LED décor for tall poles street lights approximately 6’ in length’)
15.	Halo lit wreaths atop short poles (street lights)
16.	48” lit wreaths (powered by TAPA adapter) installed facing oncoming traffic, on the high mast arm of the north bound and south bound traffic signal poles at each intersection.
17.	Wrap upright posts and top rails of entry gates to Orange Street Alley (Orange Street and 5th Street) with warm white LED lights and decorated 14 inch garland
18.	Install Christmas lights around the roofline perimeter of FCS/Management Services Building
19.	Install Christmas lights around the roofline perimeter of MUED/RFD Building
20.	Install Christmas lights around the roofline perimeter of the HR Building
21	One (1) 20’ ft tall String Tree to be installed atop the HR Building
22.	Enhancements to all entry doors to building at 300 E. State Street

23	Install 8'ft- 10'ft lit "present top bow" to the top of the lower roof adjacent to 300 E. State Street courtyard area.
24	Provide three (3) Christmas tree decorated for the interior foyer area (trees can range from 7'ft to 12'ft)

EXHIBIT "B"

FEE SCHEDULE

Item #	A. Item description	B. Unit of measure	C. Quantity	D. Unit Price	E. Total
1.	30 foot, commercial grade artificial Christmas tree, frame tower style with UV protected foliage and 18,650 5mm LED lights	Each	1	$ 34,000.00	$ 34,000.00
2.	36 inch illuminated LED star topper	Each	1	$ Included	$ Included
3.	Commercial grade snow machine	Each	1	$ 2,500.00	$ 2,500.00
4.	Technician support	Hourly	1	$ 2,000.00	$ 2,000.00
5.	Outline roof and ceiling perimeter of gazebo with warm white C9 LED string lights	Each	1	$ 1,250.00	$ 1,250.00
6.	14 inch diameter LED lit decorated garland	Each	3	$ 1,000.00	$ 3,000.00
7.	14-24 inch wide LED starbursts	Each	15	$ 100.00	$ 1,500.00
8.	Decorate Sister Cities Clock with C9 bulbs on clock top and legs	Each	1	$ 750.00	$ 750.00
9.	60 inch LED decorated wreaths for gazebo	Each	4	$ 350.00	$ 350.00

10.	Wrap park trees in warm white 5mm mini LED lights with 1/5 twinkle strands	Each	14	$ 400.00	$ 5,600.00
11.	Wrap downtown archways with 14 inch diameter LED lit, decorated forest green garland	Each	2	$ 2,250.00	$ 4,500.00
12.	LED lit commercial grade wreaths for banner sections	Each	8	$ 350.00	$ 2,800.00
13.	Wrap decorative pole in 14 inch diameter, LED lit garland with UV resistant red bow (minimum 18”x24”)	Each	70	$ 400.00	$ 28,000.00
14.	Pole mounted LED décor for tall poles street lights approximately 6’ in length’)	Each	18	$ 650.00	$ 11,700.00
15.	Halo lit wreaths atop short poles (street lights)	Each	17	$ 600.00	$ 10,200.00
16.	48” lit wreaths (powered by TAPA adapter) installed facing oncoming traffic, on the high mast arm of the north bound and south bound traffic signal poles at each intersection.	Each	22	$ 500.00	$ 11,000.00
17.	Wrap upright posts and top rails of entry gates to Orange Street Alley (Orange Street and 5th Street) with warm white LED lights and decorated 14 inch garland	Each	2	$ 1,250.00	$ 1,250.00
18.	Install Christmas lights around the roofline perimeter of FCS/Management	Each	1	$ 2,400.00	$ 2,400.00

	Services Building				
19.	Install Christmas lights around the roofline perimeter of MUED/RFD Building	Each	1	$ 2,400.00	$ 2,400.00
20.	Install Christmas lights around the roofline perimeter of the HR Building	Each	1	$ 1,600.00	$ 1,600.00
21	One (1) 20' ft tall String Tree to be installed atop the HR Building	Each	1	$ 7,500.00	$ 7,500.00
22.	Enhancements to all entry doors to building at 300 E. State Street	Each	3	$ 1,500.00	$ 1,500.00
23	Install 8'ft- 10'ft lit "present top bow" to the top of the lower roof adjacent to 300 E. State Street courtyard area.	Each	1	$ 3,500.00	$ 3,500.00
24	Provide three (3) Christmas tree decorated for the interior foyer area (trees can range from 7'ft to 12'ft)	Each	1	$ 7,500.00	$ 7,500.00
GRAND TOTAL:					$146,800.00

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

The Christmas Kings

By:_____ Date: _____
Mathew Kronquist, President

City Council Meeting **L. 6.**

DATE: 10/07/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of an agreement with Larry Jacinto Farming, Inc. for as-needed Citrus Grove Farming Services of City-owned citrus groves for an amount not-to-exceed $2,316,612 for a period of up to three years and determine that approval of the agreement is exempt from the California Environmental Quality Act pursuant to Section 15301(h) of the CEQA Guidelines (Facilities and Community Services Director Tabitha Crocker)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motions are provided:

1. I move that the City Council find that approval of a Non-Professional Services Agreement with Larry Jacinto Farming Inc. for as-needed Citrus Grove Farming Services is exempt from the California Environmental Quality Act pursuant to Section 15301(h) of the CEQA Guidelines; and

2. I move to approve an agreement with Larry Jacinto Farming, Inc. for as-needed Citrus Grove Farming Services of City-owned citrus groves for an amount not-to-exceed $2,316,612 for a period of up to three years.

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with Larry Jacinto Farming, Inc. for as-needed Citrus Grove Farming Services of city-owned citrus groves in an amount not-to-exceed $2,316,612 for a period of up to three years. Staff further recommends that City Council find that approval of the agreement is exempt from the California Environmental Quality Act pursuant to Section 15301(h) of the CEQA Guidelines.

DISCUSSION:

The City of Redlands manages twenty-three (23) citrus groves encompassing approximately 200 acres throughout the community. These groves consist primarily of Valencia and Navel oranges, along with Rio and Ruby Star grapefruit. Beyond their agricultural yield, the groves represent a living symbol of Redlands' historic citrus heritage, which continues to be an important component of the City's identity, open-space preservation, and cultural landscape. To preserve both the economic viability and long-term health of the citrus program, the groves require year-round care, pest control, and crop management. Neglect would expose the orchards to threats such as invasive pests, soil nutrient depletion, frost damage, and diseases that could significantly impair productivity and tree health. Accordingly, the City employs a balanced approach, using a combination of in-house staff and specialized contractual services to meet these operational needs in an efficient and cost-effective manner. The proposed agreement with Larry Jacinto Farming, Inc. establishes a comprehensive scope of services necessary to sustain the City's citrus program. Services include, but are not limited to:

- Rodent control to minimize crop and tree damage;
- Soil and tree analysis with commercial fertilizer application to ensure balanced nutrition and productivity;
- Chemigation labor, involving pesticide and fertilizer application through irrigation systems, tailored to grove conditions;
- Herbicide application to prevent invasive weed growth and preserve water and nutrient resources;
- Thrip spray and ACP (Asian Citrus Psyllid) treatments to address serious statewide pest threats to citrus;
- Gibberellic acid applications to regulate fruit growth and maturation for improved marketability;
- Frost control measures to protect trees and crops during low-temperature events;
- Mechanical hedging, topping, and brush chopping to maintain efficient grove structure, enhance airflow and light, and reduce fire hazards;
- Manual and specialized grove labor, including irrigation repair, pruning, suckering, and skirting, to address site-specific needs requiring skilled crews;
- Pest Control Advisor (PCA) reporting to ensure compliance with agricultural regulations and to provide technical oversight of pest management strategies; and
- Materials procurement and application, with costs controlled through direct billing plus an agreed markup.

By authorizing this agreement, the City will ensure the continued preservation and productivity of its groves while honoring Redlands' long-standing connection to the citrus industry. The contract provides both routine and specialized farming

practices that are essential to sustaining the groves in a manner consistent with the best agricultural practices, supporting both cultural preservation and financial sustainability. Staff advertised a Request for Bid (RFB) for citrus farming services in accordance with the city's procurement protocol. On September 4, 2025, the City Clerk's office received and opened one bid. Staff evaluated the bid for conformance with the city's purchasing ordinance, and verified the total price as shown in the table below. Larry Jacinto Farming, Inc., met all the bidding requirements and was deemed the apparent lowest responsible and responsive bidder.

BIDDER	BID AMOUNT
Larry Jacinto Farming, Inc.	$2,316,612

The proposed project is exempt from the requirements of the California Environmental Quality Act’s guidelines pursuant to Section 15301(h). Section 15301(h) applies to existing facilities where the project will have negligible or no expansion of use. The city citrus groves maintained under this agreement exist and will not be expanded. Therefore, approval of the Non-Professional Services Agreement is exempt from further CEQA review.

ALTERNATIVES:

The City Council may elect not to award the agreement with Larry Jacinto Farming, Inc., and provide alternative direction to staff.

STRATEGIC PLAN:

Priority A - Quality of Life

SUBMITTED BY:
Tabitha Crocker, Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Chris Boatman, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager

PREPARED BY:
Kathleen Giorgianni, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	2025-2028
Revenue Generating:	No
Appropriation Required Y/N:	No
Amount:	2,316,612
Budgeted Y/N:	Yes
Account No.:	538900

Discussion:

Funding for the City's Citrus Grove Farming Services is included in the current fiscal year budget under the Citrus Division of the Facilities and Community Services Department. The proposed agreement with Larry Jacinto Farming, Inc. establishes a not-to-exceed amount of **$758,900 for the initial one-year term**, with structured adjustments in subsequent renewal years to account for labor and material costs. If exercised, the optional extensions would authorize annual amounts of **$778,856 in year two, $778,856 in year three,** for a total potential contract value of **$2,316,612 over three years.** The contract is structured on a time-and-materials basis, with services billed in accordance with the detailed fee schedule provided in Exhibit C of the agreement. This ensures the City only incurs costs for services actually performed while maintaining clear cost controls and compliance with prevailing wage and public contract requirements. Funds appropriated in the current fiscal year budget are sufficient to cover the cost of services for Year One. Staff will continue to include funding for future contract years as part of the annual budget process, subject to Council approval.

Attachments

Bid Tabulation
Agreement

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bid was opened on the **4th day of September 2025 at 11:00 a.m.** on behalf of the Facilities and Community Services Department for **Citrus Grove Farming. Project No. FCS07302025KG.** The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Certification Signed	Addenda Acknowledged	Total Bid Amount
1	Larry Jacinto Farming, Mentone, CA	Yes	Yes	$3,884,302.00

Jeanne Donaldson

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, PIO, Press
Department Head: Tabitha Crocker
Staff: Kathleen Giorgianni

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES FOR IMPROVEMENT TO PUBLIC BUILDINGS AND GROUNDS

This agreement for the provision of as-needed Citrus Grove Farming Services ("Agreement") is made and entered in this 7th day of October, 2025 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Larry Jacinto Farming, Inc. ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to perform as-needed Citrus Grove Farming services for City (the "Services"). The Services that Contractor shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.

ARTICLE 2 – RESPONSIBILITIES OF CONTRACTOR

2.1 Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to undertake the Services are on file at City's Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.

2.2 Contractor acknowledges that if it violates the Labor Code provisions relating to prevailing wages that City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.

2.3 If Contractor executes an agreement with a subcontractor to perform any portion of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor acknowledges that the statutory provisions establishing penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.

2.4 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.

2.5 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor Code section 1810.

2.6 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.

2.7 Pursuant to Public Contract Code section 7103.5(b), Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, goods or materials pursuant to this Agreement.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Contractor information in its possession that may reasonably assist Contractor in performing the Services.

3.2 City designates Tabitha Crocker, Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City and Contractor shall have the option to mutually extend the Initial Term of this Agreement by two (2) additional one-year terms (each, an "Extended Term"), on the same terms and conditions, where City shall providing written notice to and receive written acceptance from the Contractor at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term. The Initial Term and the Extended Terms are hereby collectively, referred to herein as the "Term" of this Agreement.

4.1 Contractor shall furnish a labor and material bond in the form attached hereto as Exhibit "B," which is attached hereto and incorporated herein by this reference, in an amount equal to one hundred percent (100%) of the total compensation to be paid to Contractor pursuant to this Agreement.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 The compensation for Contractor's performance of the Services shall not exceed the amount of [Seven Hundred Fifty-Eight Thousand Nine Hundred Dollars] ($758,900.) for the Services provided during the Initial Term. Should this Agreement be renewed, the compensation for Contractor's performance for the Services shall not exceed the amount of [Seven Hundred Seventy Eight Thousand Eight Hundred and fifty Six Hundred

Dollars] ($778,856.) for the first Extended Term and [Seven Hundred Seventy Eight Thousand, Eight Hundred Fifty Six Dollars] ($778,856.) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of [Two Million Three Hundred Sixteen Thousand, Six Hundred and Twelve Dollars (2,316,612.). For the Initial Term and each Extended Term, City shall pay Contractor on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "C," titled "Price and Fee Bid," which is attached hereto and incorporated herein by reference. In the event of significant market price increases of necessary labor, fuel, or materials, Contractor may request City approve a cost modification based off documented evidence of these cost increases.

5.2 Contractor shall submit monthly invoices to City describing the Services performed during the preceding month. Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY	CONTRACTOR
City Clerk	Larry Jacinto, President
City of Redlands	Larry Jacinto Farming, Inc.
35 Cajon Street	PO Box 275
P.O. Box 3005 (mailing)	Mentone, CA 92359
Redlands, CA 92373	LJacinto@LJacinto.com
jdonaldson@cityofredlands.org	909-794-2276
(909) 798-7531	909-389-9541

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Contractor is self-insured or exempt from the workers' compensation laws of the State of California. Contractor shall execute and provide City with Exhibit "D," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

6.2 Contractor shall defend, indemnify, and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Contractor, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;

(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, results in City's immediate termination of this Agreement.

8.3 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (i) no amount shall be allowed for anticipated profit or unperformed Services, and (ii) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports,

estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

LARRY JACINTO FARMING, INC.

By: _____
Larry Jacinto, President

EXHIBIT "A"

SCOPE OF SERVICES

- **RODENT CONTROL**: Provide labor required to irradicate rodents from citrus groves.
- **COMMERCIAL FERTILIZER APPLICATION**: Analyze soil and trees to provide and apply appropriate fertilizer based on need.
- **CHEMIGATION LABOR:** Pesticide/Fertilizer application via irrigation injection. Analyze soil and trees to apply necessary pesticides and fertilizers via injection through the irrigation system.
- **HERBICIDE APPLICATION**: Provide labor, supervision, and equipment necessary to apply pre and post emergent herbicides to prevent weed growth in the groves.
- **THRIP SPRAY**: Provide labor, supervision, and equipment necessary to effectively control thrips in the groves.
- **GIBBERELLIC ACID APPLICATION:** Provide labor supervision, and equipment necessary to apply gibberellic acid to regulate fruit growth and maturation.
- **FROST CONTROL:** Provide labor, supervision, and equipment necessary for the application of appropriate chemicals to reduce frost exposure of groves.
- **ACP TREATMENT:** Provide labor, supervision, and equipment necessary for the required treatment against the Asian Citrus Psyllid.
- **PCA REPORTING**: Provide required PCA reporting on behalf of the City of Redlands.
- **HEDGING & TOPPING:** Hedge and/or top the citrus trees to maintain the most efficient size and shape for maximized production by use of a mechanical hedger/topper machine (cost to include operator).
- **BRUSH CHOPPING:** Chopping of brush as needed by use of mechanical chopping machine (cost to include operator).
- **MANUAL GROVE FARM LABOR:** As needed for weeding, irrigation repairs, brush stacking, suckering, etc. as needed to maintain the groves.
- **SPECIALIZED MANUAL FARM LABOR:** As needed for irrigation repairs and skirting and other pruning activities requiring a specialized skill set.
- **GROVE FARM LABOR INCLUDING THE OPERATION OF POWER EQUIPMENT:** When operating small power equipment such as chainsaw, string trimmer, skirting clippers, etc.
- **CHEMICALS & MATERIALS:** To be billed at cost plus the agreed upon percentage markup.

EXHIBIT "B"

LABOR AND MATERIAL BOND

Whereas, the City of Redlands, State of California, and Larry Jacinto Farming, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to provide Citrus Farming Services (the "Work"), which said agreement, dated October 7,, 2025, and titled as "Agreement to Perform Non-Professional Services for Improvement to Public Builds and Grounds" is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commencing the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Written dollar amount Dollars ($_____) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 20__.

(SEAL)	(SEAL)
_____	_____
(Contractor)	(Surety) BY:
_____	_____
(Signature)	(Signature)
	Address: _____ _____
(Seal and Notarial Acknowledgment of Surety)	Telephone( ) _____

EXHIBIT "C"

("Fee Schedule/ Price and Fee Bid")

YEAR ONE

Item No.	Brief Description	Quantity	Hourly or Acre Rate	Total Price in Figures
A1	Rodent Control	300 Hours	$ 60.00	$18,000.00
A2	Commercial Fertilizer Application	200 Hours	$135.00	$27,000.00
A3	Chemigation Labor (Pesticide/Fertilizer Application via irrigation injection)	300 Hours	$150.00	$45,000.00
A4	Herbicide Application	400 Acres	$150.00	$60,000.00
A5	Thrip Spray	200 Acres	$225.00	$45,000.00
A6	Gibberellic Acid Application	50 Acres	$190.00	$ 9,500.00
A7	Frost Control	200 Acres	$220.00	$44,000.00
A8	ACP Treatment	200 Acres	$205.00	$41,000.00
A9	PCA Reporting (monthly)	2400 Acres	$ 14.00	$33,600.00
A10	Hedging and/or Topping of Citrus Trees w/Mechanical Hedger/Topper (with operator)	300 Hours	$195.00	$58,500.00
A11	Brush Chopping with Mechanical Chopping Machine (with operator)	300 Hours	$185.00	$55,500.00
A12	Manual Grove Farming Labor	300 Hours	$ 60.00	$18,000.00
A13	Specialized Manual Grove Farming Labor	300 Hours	$ 68.00	$20,400.00
A14	Power Equipment Operation Grove Farming Labor	300 Hours	$ 78.00	$23,300.00

A15	Materials Mark Up	$200,000.00	%30	$ 260,000.00	
			TOTAL FOR YEAR ONE	$ 758,900.00	

YEAR TWO

Item No.	Brief Description	Quantity	Hourly or Acre Rate	Total Price in Figures
A1	Rodent Control	300 Hours	$ 62.40	$18,720.00
A2	Commercial Fertilizer Application	200 Hours	$140.40	$28,080.00
A3	Chemigation Labor (Pesticide/Fertilizer Application via irrigation injection)	300 Hours	$156.00	$46,800.00
A4	Herbicide Application	400 Acres	$156.00	$62,400.00
A5	Thrip Spray	200 Acres	$234.00	$46,800.00
A6	Gibberellic Acid Application	50 Acres	$197.60	$ 9,880.00
A7	Frost Control	200 Acres	$228.80	$45,760.00
A8	ACP Treatment	200 Acres	$213.20	$42,640.00
A9	PCA Reporting (monthly)	2400 Acres	$ 14.56	$34,944.00
A10	Hedging and/or Topping of Citrus Trees w/Mechanical Hedger/Topper (with operator)	300 Hours	$202.80	$60,840.00
A11	Brush Chopping with Mechanical Chopping Machine (with operator)	300 Hours	$192.40	$57,720.00
A12	Manual Grove Farming Labor	300 Hours	$ 62.40	$18,720.00
A13	Specialized Manual Grove Farming Labor	300 Hours	$ 70.72	$21,216.00
A14	Power Equipment Operation Grove Farming Labor	300 Hours	$ 81.12	$24,336.00

A15	Materials Mark Up	$200,000.00	% 30	$ 260,000.00	
			TOTAL FOR YEAR TWO	$ 778,856.00	

YEAR THREE

Item No.	Brief Description	Quantity	Hourly or Acre Rate	Total Price in Figures
A1	Rodent Control	300 Hours	$ 62.40	$18,720.00
A2	Commercial Fertilizer Application	200 Hours	$140.40	$28,080.00
A3	Chemigation Labor (Pesticide/Fertilizer Application via irrigation injection)	300 Hours	$156.00	$46,800.00
A4	Herbicide Application	400 Acres	$156.00	$62,400.00
A5	Thrip Spray	200 Acres	$234.00	$46,800.00
A6	Gibberellic Acid Application	50 Acres	$197.60	$ 9,880.00
A7	Frost Control	200 Acres	$228.80	$45,760.00
A8	ACP Treatment	200 Acres	$213.20	$42,640.00
A9	PCA Reporting (monthly)	2400 Acres	$ 14.56	$34,944.00
A10	Hedging and/or Topping of Citrus Trees w/Mechanical Hedger/Topper (with operator)	300 Hours	$202.80	$60,840.00
A11	Brush Chopping with Mechanical Chopping Machine (with operator)	300 Hours	$192.40	$57,720.00
A12	Manual Grove Farming Labor	300 Hours	$ 62.40	$18,720.00
A13	Specialized Manual Grove Farming Labor	300 Hours	$ 70.72	$21,216.00
A14	Power Equipment Operation Grove Farming Labor	300 Hours	$ 81.12	$24,336.00

A15	Materials Mark Up	$200,000.00	% 30	$ 260,000.00	
			TOTAL FOR YEAR THREE	$ 778,856.00	

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

LARRY JACINTO FARMING, INC.

By:_____ Date: _____

Larry Jacinto

City Council Meeting **L. 7.**

DATE: 10/07/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Adoption of Resolution No. 8727 confirming solid waste rates and ceasing transfers of solid waste rate revenues to the PARIS program (Assistant City Manager Boatman)

MOTION(S):

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

1. I move to adopt Resolution No. 8727, confirming solid waste rates and ceasing transfers of solid waste rate revenues to the PARIS program.

RECOMMENDATION:

Staff recommends that City Council adopt Resolution No. 8727 confirming solid waste rates. The 2025 update confirms that, even after ceasing transfers of solid waste revenues to support the PARIS program, the solid waste rate schedule is aligned with projected costs, including SB1383 program obligations, fleet reinvestment, and the California Air Resources Board's (CARB) Advanced Clean Fleet (ACF) mandated zero-emission vehicle (ZEV) transitions while maintaining necessary reserves in the Solid Waste Fund and the DIF Capital Reserve Fund.

DISCUSSION:

The City of Redlands, Facilties and Community Services Department provides solid waste utility service as a municipal operation, including collection, recycling, organics, and disposal. To maintain these essential health, safety, and environmental services and to comply with State mandates such as SB 1383 the City periodically evaluates and adjusts its solid waste service rates.

In 2023, the City engaged R3 Consulting Group, Inc. (R3) to prepare a Solid Waste Financial Plan and Rate Study (2024 Rate Study) analyzing the Solid

Waste Service Enterprise Fund (Solid Waste Fund), projecting revenues and expenses, and recommending a defensible multi-year rate schedule. R3 found that, at then-current solid waste service rates (from October 2021), the Solid Waste Fund was being drawn down to support operations and was projected to be depleted by the end of fiscal year (FY) 2025-26 absent corrective action via rate adjustments.

City staff and R3 presented the Study to the Municipal Utilities/Public Works Commission on March 18 and April 15, 2024. Based on Commission direction to keep any single-year adjustment below 10%, staff and R3 refined scenarios to a four-year schedule with January 1st as the effective date each year, preserving minimum operating reserves (≥10%) and avoiding two adjustments within any 12-month period. Refinements to rate adjustments to meet this direction included the postponement of some capital vehicle purchases. The Commission unanimously recommended forwarding the revised adjustments to the City Council.

The revised adjustments from R3 recommended annual adjustments of 9% on January 1 of 2025, 2026, and 2027, followed by 4% on January 1, 2028. These adjustments were designed to cover inflationary operating costs, fund vehicle replacements (though not zero emission vehicle (ZEV) purchases required by the California Air Resources Board (CARB) Advanced Clean Fleet (ACF) rule) and other capital needs, and meet new SB 1383 program costs, while remaining within Proposition 218's cost-of-service requirements.

On June 3, 2024, the City Council set a public hearing for September 3, 2024, and directed staff to issue Proposition 218 notices. Notices describing the proposed adjustments and hearing details were mailed on July 15, 2024, more than 45 days prior to the hearing, in accordance with Article XIII D, Section 6 of the California Constitution.

At the duly noticed public hearing on September 3, 2024, a majority of protests did not occur; the Council then approved adjustments to rates for solid waste utility service as set forth in Exhibit A to Resolution No. 8627, with adjusted rates effective January 1 of 2025, 2026, 2027, and 2028. Exhibit A (Proposed Solid Waste Service Rates) implements the approved four-year schedule across residential, multifamily, and commercial service levels, consistent with the Study's cost-of-service analysis and proportionality findings.

2025 Update to the 2024 Solid Waste Financial Plan & Rate Study

In the case of *Rogers v. City of Redlands*, the Court ruled that the City could no longer use solid waste utility rates to fund the Pavement Accelerated Repair Implementation Strategy (PARIS), which has supported local street repair efforts. The Court's order is now final, and the City must comply by removing the PARIS transfer from its solid waste rate structure.

In September 2025, R3 prepared updates to the 2024 Rate Study to reflect new operational and regulatory information (See Attachment 1). Key adjustments reflected in the 2025 update include:

- Eliminating the annual $1,885,248 transfer from the Solid Waste Fund to the Pavement Accelerated Repair Implementation Strategy (PARIS) beginning in FY 2025-26.
- Updating the vehicle replacement schedule so aging units are replaced at the end of their useful lives (reversing timelines that extended beyond normal expectations in the 2024 Rate Study).
- Costs for CARB ACF compliance, including purchase of ZEV solid waste collection vehicles and charging infrastructure, which are currently projected at roughly twice the cost of conventional internal combustion engine collection vehicles.

In analyzing these adjustments, R3 found that:

- Total Solid Waste Fund expenditures projected for FY 2025-26 through FY 2027-28 are approximately unchanged from the 2024 study.
- Ending Solid Waste Fund reserves are projected to dip to 11% of operating expenses in FY 2025-26 and FY 2026-27, then rise to 13% in FY 2027-28, in keeping with the projections from the 2024 Rate Study, and still below the long-term target of two to three months (16%–25%) of operating expenses.
- Revenues into the Solid Waste Fund are projected to remain slightly below expenses in FY 2025-26 (contributing to the reserve low point) and modestly above in the following years. Updated revenue figures also reflect adjustments to transfers from the separate DIF Capital Reserve Fund to keep that fund's reserves aligned with prior projections from the 2024 Rate Study.
- From FY 2025-26 to FY 2027-28, the cumulative reserve impact of the updates is a minor reduction (approximately $76,000) which does not materially change the funding need.
- The Council-approved rate adjustments for January 1, 2026, 2027 and 2028 remain necessary to cover operating and capital needs over this period.

Via the updated analysis, R3 concluded that the Council-approved adjustments remain necessary and appropriate to fund projected expenses and maintain minimum working reserves. By adopting this resolution, the City Council is:

- Confirming compliance with the Court's order by ending the PARIS transfer from solid waste rates;
- Confirming that existing rates are appropriate and necessary to fund ongoing costs.
- Directing future funding toward vehicle replacement and State-mandated clean fleet requirements, rather than street repairs; and

This action ensures compliance with the Court's judgment while maintaining

stable rates for customers and responsibly addressing the long-term sustainability of the solid waste utility.

ALTERNATIVES:

City Council may elect not to approve Resolution No. 8727 and direct staff accordingly.

STRATEGIC PLAN:

Supports Priority D - Sustainability.

SUBMITTED BY:
Tabitha Crocker, Facilities and Community Services Department Director
Christopher Boatman, Assistant City Manager

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Nathalie Ayala, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 2025-26
Revenue Generating:	Yes
Budgeted Y/N:	Y
Account No.:	511900

Discussion:

Adoption of this resolution will not result in any increase to customer rates, as the City is confirming the existing solid waste rate schedule adopted in September 2024. However, the cost basis for these rates will change. Funds that were previously allocated to the Pavement Accelerated Repair Implementation Strategy (PARIS) will instead be redirected to address critical solid waste capital needs, including vehicle replacement and compliance with State mandates to transition to zero-emission vehicles. While the current rates remain below the full cost of service, this reallocation ensures that available revenues are applied lawfully and responsibly toward sustaining the solid waste

utility.

Attachments

Resolution 8727
A. Rate Study
B. Rate Study - Updates

RESOLUTION NO. 8727

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS CONFIRMING SOLID WASTE RATES AND CEASING TRANSFERS OF SOLID WASTE RATE REVENUES TO THE PARIS PROGRAM

WHEREAS, the City of Redlands provides solid waste utility service for its residents; and

WHEREAS, the City last adjusted its rates for solid waste service in September 2024, based on recommendations from R3 Consulting Group, Inc. (R3), regarding the City's costs for this service; and

WHEREAS, the rates the City adopted in September 2024 included three cost assumptions relevant to this Resolution: (1) an annual transfer out of the Solid Waste Enterprise Fund to support the City's Pavement Accelerated Repair Implementation Strategy (PARIS), (2) a solid waste vehicle replacement schedule that required vehicles to stay in service beyond normal expectations for their useful lifetimes, and (3) no funding in Fiscal Years 2024–2025 through 2027–2028 to purchase zero emission vehicles (ZEVs) as required by Advanced Clean Fleets regulations from the California Air Resources Board; and

WHEREAS, the California Court of Appeal has ordered the City to cease imposing solid waste rates that include a charge to fund the PARIS transfer (*Rogers v. City of Redlands*, Case No. G063580); and

WHEREAS, the City Council intends by this Resolution to fully comply with the Court's order; and

WHEREAS, the City engaged R3 again, this time to recommend rate adjustments that both eliminate the PARIS transfer and still recover all valid costs of solid waste utility service, including a reasonable vehicle replacement schedule that includes purchasing ZEVs in the near term; and

WHEREAS, R3 provided these recommendations in its "2025 Update to 2024 Solid Waste Financial Plan & Rate Study," dated September 12, 2025 (the 2025 Rate Study Update); and

WHEREAS, the City Council has reviewed the 2025 Rate Study Update, which recommends maintaining the City's current solid waste rates to cover costs that exclude the PARIS transfer but include an updated vehicle replacement plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Resolution by this reference.

Section 2. The City Council hereby accepts and approves the 2025 Rate Study Update submitted by R3.

Section 3. The City Council hereby confirms that its charges for solid waste service shall remain unchanged from the rate schedule the Council approved through Resolution No. 8627 on September 3, 2024. As the Council does not order any change to these rates, this Resolution does not impose an "increase" in those rates. (Gov. Code, § 53750(h).) Nonetheless, the Council finds that the City's solid waste rates, as confirmed by this Resolution and as implemented in accord with the 2025 Rate Study Update, meet all of the requirements in Article XIII D, section 6(b) of the California Constitution.

Section 4. The City Council orders the City Manager, the Director of the Municipal Utilities & Engineering Department, and all other relevant City officials to ensure that, beginning with FY 2025–2026, solid waste rates and charges no longer include any amount to fund the PARIS program or any similar street repair program.

Section 5. This Resolution is not subject to the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq.) pursuant to Public Resources Code, section 21080(b)(8), and California Code of Regulations, title 14, sections 15061(b)(3) and 15273.

Section 6. If any portion of this Resolution, including but not limited to any particular rate or charge adopted hereby, is held to be unconstitutional, invalid, or otherwise unenforceable by a court of competent jurisdiction, that holding shall not affect any other portion of this Resolution.

Section 7. This Resolution shall become effective immediately upon its approval.

ADOPTED, SIGNED, AND APPROVED this 7th day of October, 2025.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof, held on the 7th day of October 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

ATTACHMENT 2

CITY OF REDLANDS
SOLID WASTE FINANCIAL PLAN

SOLID WASTE SERVICE FUND (511)

		BUDGET	PROJECTIONS									
		FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	FY 2033-34
	Starting Fund Balance $	**10,981,141**	**4,770,962**	**3,562,557**	**2,014,041**	**2,149,961**	**2,688,611**	**4,162,555**	**5,340,992**	**6,155,228**	**5,306,104**	**2,417,184**
Revenues	Residential Rate Revenue	9,481,500	9,908,168	10,799,903	11,771,894	12,524,394	12,897,670	13,155,623	13,418,736	13,687,110	13,960,853	14,240,070
	Non-Residential Rate Revenue	8,268,750	8,640,844	9,418,520	10,266,186	10,922,436	11,247,968	11,472,927	11,702,386	11,936,434	12,175,162	12,418,665
	Special Hauls & Roll-off Rate Revenue	2,976,750	3,110,704	3,390,667	3,695,827	3,932,077	4,049,268	4,130,254	4,212,859	4,297,116	4,383,058	4,470,720
	Transfer In From Capital Reserve	1,647,962	200,000	548,333	453,833	2,255,021	243,101	255,256	268,019	600,000	1,020,250	600,000
	Other Revenues	145,048	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000
	Total Revenues	**22,520,010**	**21,964,715**	**24,262,423**	**26,292,741**	**29,738,928**	**28,543,007**	**29,119,061**	**29,707,000**	**30,625,660**	**31,644,323**	**31,834,455**
Operating Expenses	Personnel	6,883,624	6,477,805	6,801,695	7,141,780	7,498,869	7,873,813	8,188,765	8,516,316	8,856,968	9,211,247	9,579,697
	Fleet Maintenance	4,501,774	3,931,845	4,089,119	4,252,684	4,422,791	4,599,702	4,783,691	4,975,038	5,174,040	5,381,001	5,596,241
	Recycling and Organics Processing	2,464,255	2,612,110	2,768,837	2,934,967	3,111,065	3,297,729	3,429,638	3,566,824	3,709,497	3,857,877	4,012,192
	Landfill Costs	1,415,714	1,469,685	1,525,735	1,583,944	1,644,398	1,693,730	1,744,542	1,796,878	1,850,784	1,906,308	1,963,497
	Professional Services	933,464	989,472	1,048,840	1,111,771	1,178,477	1,249,185	1,299,153	1,351,119	1,405,164	1,461,370	1,519,825
	Information Technology Services	729,338	758,512	788,852	820,406	853,222	878,819	905,184	932,339	960,309	989,118	1,018,792
	Supplies, Materials, Other Operating	604,072	629,800	656,628	682,893	710,209	736,668	760,282	784,665	809,843	835,842	862,688
	SB 1383 Compliance	-	480,750	499,980	519,979	540,778	557,002	573,712	590,923	608,651	626,910	645,718
	Subtotal Operating Expenses	**17,532,241**	**17,349,979**	**18,179,686**	**19,048,424**	**19,959,809**	**20,886,648**	**21,684,966**	**22,514,102**	**23,375,256**	**24,269,673**	**25,198,650**
Capital and Equipment	Vehicles and Other Capital Equipment	5,112,850	1,201,525	1,776,559	1,304,094	3,364,318	1,417,165	1,477,970	1,541,815	3,201,750	5,303,033	3,201,816
	Zero Emission Vehicle Infrastructure	-	-	-	-	-	-	100,000	100,000	100,000	100,000	100,000
	New Landfill Cell	-	-	-	1,166,667	1,166,667	-	-	-	-	-	-
	Subtotal Capital and Equipment Expenses	**5,112,850**	**1,201,525**	**2,943,225**	**2,470,761**	**4,530,985**	**1,417,165**	**1,577,970**	**1,641,815**	**3,301,750**	**5,403,033**	**3,301,816**
Interdepartmental Services and Transfers	Debt Service	2,221,506	693,178	692,147	571,618	570,522	569,392	423,226	422,023	420,783	419,505	418,186
	Transfer to PARIS	1,885,248	1,885,248	1,885,248	1,885,248	1,885,248	1,885,248	1,885,248	1,885,248	1,885,248	1,885,248	1,885,248
	Billing Services	850,000	884,000	919,360	956,134	994,380	1,024,211	1,054,938	1,086,586	1,119,183	1,152,759	1,187,341
	Internal Service Charge	771,173	802,020	834,101	867,465	902,163	929,228	957,105	985,818	1,015,393	1,045,855	1,077,230
	Other Transfers	213,846	213,846	213,846	213,846	213,846	213,846	213,846	213,846	213,846	213,846	213,846
	Transfer to Landfill Closure Reserve	143,325	143,325	143,325	143,325	143,325	143,325	143,325	143,325	143,325	143,325	143,325
	Subtotal Interdepartmental Services and Transfers	**6,085,098**	**4,621,617**	**4,688,027**	**4,637,637**	**4,709,484**	**4,765,250**	**4,677,687**	**4,736,846**	**4,797,778**	**4,860,537**	**4,925,177**
	Total Expenses	**28,730,189**	**23,173,120**	**25,810,938**	**26,156,821**	**29,200,278**	**27,069,064**	**27,940,624**	**28,892,763**	**31,474,785**	**34,533,243**	**33,425,642**
	Revenues less Expenses	**(6,210,179)**	**(1,208,405)**	**(1,548,515)**	**135,920**	**538,650**	**1,473,944**	**1,178,437**	**814,236**	**(849,125)**	**(2,888,920)**	**(1,591,188)**
	Ending Fund Balance	**4,770,962**	**3,562,557**	**2,014,041**	**2,149,961**	**2,688,611**	**4,162,555**	**5,340,992**	**6,155,228**	**5,306,104**	**2,417,184**	**825,996**
	Ending Fund Balance as Percentage of Operating Expenses	**27%**	**21%**	**11%**	**11%**	**13%**	**20%**	**25%**	**27%**	**23%**	**10%**	**3%**

ATTACHMENT 3

REDLANDS SOLID WASTE FINANCIAL PLAN

DETAILED FINANCIAL FORECAST

REFUSE COLLECTION AND DISPOSAL			0	1	2	3	4	5	6	7	8	9	10
			FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32	FY 32-33	FY 33-34
Account	Expense Line Item	Adjustment Category	Proposed Budget	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
30-511900-5001	Salaries, Full-Time	Personnel Services	3,601,975	$ 3,032,074	$ 3,183,677	$ 3,342,861	$ 3,510,004	$ 3,685,505	$ 3,832,925	$ 3,986,242	$ 4,145,691	$ 4,311,519	$ 4,483,980
30-511900-5002	Salaries, Part-time	Personnel Services	19,672	$ 20,656	$ 21,688	$ 22,773	$ 23,911	$ 25,107	$ 26,111	$ 27,156	$ 28,242	$ 29,372	$ 30,547
30-511900-5101	Overtime Salaries	Personnel Services	367,765	$ 386,153	$ 405,461	$ 425,734	$ 447,021	$ 469,372	$ 488,147	$ 507,672	$ 527,979	$ 549,098	$ 571,062
30-511900-5301	Banked Leave Buy Back	Personnel Services	65,988	$ 69,287	$ 72,752	$ 76,389	$ 80,209	$ 84,219	$ 87,588	$ 91,092	$ 94,735	$ 98,525	$ 102,466
30-511900-5401	Pension Contributions	Personnel Services	920,076	$ 966,080	$ 1,014,384	$ 1,065,103	$ 1,118,358	$ 1,174,276	$ 1,221,247	$ 1,270,097	$ 1,320,901	$ 1,373,737	$ 1,428,686
30-511900-5501	Social Security/Medicare	Personnel Services	220,544	$ 231,571	$ 243,150	$ 255,307	$ 268,073	$ 281,476	$ 292,735	$ 304,445	$ 316,622	$ 329,287	$ 342,459
30-511900-5601	Deferred Compensation	Personnel Services	9,677	$ 10,161	$ 10,669	$ 11,202	$ 11,762	$ 12,351	$ 12,845	$ 13,358	$ 13,893	$ 14,448	$ 15,026
30-511900-5701	Health/Dental Insurance	Personnel Services	1,001,621	$ 1,051,702	$ 1,104,287	$ 1,159,502	$ 1,217,477	$ 1,278,350	$ 1,329,484	$ 1,382,664	$ 1,437,970	$ 1,495,489	$ 1,555,309
30-511900-5702	Workers 'Comp Insurance	Personnel Services	196,200	$ 206,010	$ 216,311	$ 227,126	$ 238,482	$ 250,406	$ 260,423	$ 270,840	$ 281,673	$ 292,940	$ 304,658
30-511900-5703	Disability Insurance	Personnel Services	25,983	$ 27,282	$ 28,646	$ 30,079	$ 31,582	$ 33,162	$ 34,488	$ 35,868	$ 37,302	$ 38,794	$ 40,346
30-511900-5704	Unemployment Insurance	Personnel Services	20,684	$ 21,718	$ 22,804	$ 23,944	$ 25,142	$ 26,399	$ 27,455	$ 28,553	$ 29,695	$ 30,883	$ 32,118
30-511900-5705	Life Insurance	Personnel Services	2,940	$ 3,087	$ 3,241	$ 3,403	$ 3,574	$ 3,752	$ 3,902	$ 4,058	$ 4,221	$ 4,390	$ 4,565
30-511900-5802	Eyecare Reimbursement	Personnel Services	10,499	$ 11,024	$ 11,575	$ 12,154	$ 12,762	$ 13,400	$ 13,936	$ 14,493	$ 15,073	$ 15,676	$ 16,303
30-511900-5803	Clothing Allowance	Other Operating Costs	12,885	$ 13,465	$ 14,071	$ 14,634	$ 15,219	$ 15,828	$ 16,303	$ 16,792	$ 17,295	$ 17,814	$ 18,349
30-511900-5804	Uniform Rental	Other Operating Costs	5,369	$ 5,611	$ 5,863	$ 6,098	$ 6,342	$ 6,595	$ 6,793	$ 6,997	$ 7,207	$ 7,423	$ 7,646
30-511900-5903	Other Taxable Benefits	Other Operating Costs	95,520	$ 99,818	$ 104,310	$ 108,483	$ 112,822	$ 117,335	$ 120,855	$ 124,481	$ 128,215	$ 132,061	$ 136,023
30-511900-6005	License & Permits	Other Operating Costs	103,031	$ 107,667	$ 112,512	$ 117,013	$ 121,693	$ 126,561	$ 130,358	$ 134,269	$ 138,297	$ 142,446	$ 146,719
30-511900-6006	Taxes	Other Operating Costs	4,988	$ 5,212	$ 5,447	$ 5,665	$ 5,891	$ 6,127	$ 6,311	$ 6,500	$ 6,695	$ 6,896	$ 7,103
30-511900-6007	Penalties and Interest	Other Operating Costs	551	$ 576	$ 602	$ 626	$ 651	$ 677	$ 697	$ 718	$ 740	$ 762	$ 785
30-511900-6008	State Mandated Fees	Other Operating Costs	74,970	$ 78,344	$ 81,869	$ 85,144	$ 88,550	$ 92,092	$ 94,854	$ 97,700	$ 100,631	$ 103,650	$ 106,759
30-511900-6105	Medical/Physicals	Professional Services	3,297	$ 3,495	$ 3,705	$ 3,927	$ 4,162	$ 4,412	$ 4,589	$ 4,772	$ 4,963	$ 5,162	$ 5,368
30-511900-6106	Other Professional Services	Professional Services	895,432	$ 949,158	$ 1,006,107	$ 1,066,474	$ 1,130,462	$ 1,198,290	$ 1,246,222	$ 1,296,070	$ 1,347,913	$ 1,401,830	$ 1,457,903
30-511900-6301	Water Wastewater Refuse	Other Operating Costs	6,615	$ 6,913	$ 7,224	$ 7,513	$ 7,813	$ 8,126	$ 8,370	$ 8,621	$ 8,879	$ 9,146	$ 9,420
30-511900-6303	City Disposal	Landfill Tip	115,420	$ 118,883	$ 122,449	$ 126,123	$ 129,906	$ 133,803	$ 137,818	$ 141,952	$ 146,211	$ 150,597	$ 155,115
30-511900-6304	Telephone	Other Operating Costs	2,425	$ 2,534	$ 2,648	$ 2,754	$ 2,864	$ 2,979	$ 3,068	$ 3,160	$ 3,255	$ 3,353	$ 3,453
30-511900-6307	Electricity & Gas	Other Operating Costs	6,693	$ 6,994	$ 7,309	$ 7,601	$ 7,905	$ 8,222	$ 8,468	$ 8,722	$ 8,984	$ 9,253	$ 9,531
30-511900-6402	Travel Expense/Reimbursement	Other Expenses	1,985	$ 2,064	$ 2,147	$ 2,233	$ 2,322	$ 2,392	$ 2,464	$ 2,537	$ 2,614	$ 2,692	$ 2,773
30-511900-6403	Training	Other Expenses	16,800	$ 17,472	$ 18,171	$ 18,898	$ 19,654	$ 20,243	$ 20,851	$ 21,476	$ 22,120	$ 22,784	$ 23,467
30-511900-6505	Retiree Health Insurance	Personnel Services	420,000	$ 441,000	$ 463,050	$ 486,203	$ 510,513	$ 536,038	$ 557,480	$ 579,779	$ 602,970	$ 627,089	$ 652,173
30-511900-6710	Special Contractual Services	Professional Services	2,464,255	$ 2,612,110	$ 2,768,837	$ 2,934,967	$ 3,111,065	$ 3,297,729	$ 3,429,638	$ 3,566,824	$ 3,709,497	$ 3,857,877	$ 4,012,192
30-511900-6712	Landfill Tipping Charges	Landfill Tip	150,362	$ 154,873	$ 159,519	$ 164,305	$ 169,234	$ 174,311	$ 179,540	$ 184,926	$ 190,474	$ 196,188	$ 202,074
30-511900-6713	Landfill Closure/PC Expense	Landfill CPC NON CASH	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
30-511900-6801	City Attorney Legal Service	Professional Services	34,735	$ 36,819	$ 39,028	$ 41,370	$ 43,852	$ 46,483	$ 48,343	$ 50,276	$ 52,287	$ 54,379	$ 56,554
30-511900-6802	Info Tech Service Charges	Other Expenses	729,338	$ 758,512	$ 788,852	$ 820,406	$ 853,222	$ 878,819	$ 905,184	$ 932,339	$ 960,309	$ 989,118	$ 1,018,792
30-511900-6803	City Garage Charges	Maintenance	4,501,774	$ 3,931,845	$ 4,089,119	$ 4,252,684	$ 4,422,791	$ 4,599,702	$ 4,783,691	$ 4,975,038	$ 5,174,040	$ 5,381,001	$ 5,596,241
30-511900-6804	General Govt Service Charge	Other Expenses	771,173	$ 802,020	$ 834,101	$ 867,465	$ 902,163	$ 929,228	$ 957,105	$ 985,818	$ 1,015,393	$ 1,045,855	$ 1,077,230
30-511900-6805	Billing Services	Other Expenses	850,000	$ 884,000	$ 919,360	$ 956,134	$ 994,380	$ 1,024,211	$ 1,054,938	$ 1,086,586	$ 1,119,183	$ 1,152,759	$ 1,187,341
30-511900-6901	Printing and Binding	Other Expenses	1,100	$ 1,144	$ 1,190	$ 1,237	$ 1,287	$ 1,325	$ 1,365	$ 1,406	$ 1,448	$ 1,492	$ 1,537
30-511900-6902	Advertising	Other Expenses	4,650	$ 4,836	$ 5,029	$ 5,231	$ 5,440	$ 5,603	$ 5,771	$ 5,944	$ 6,123	$ 6,306	$ 6,495
30-511900-6903	Janitorial Services	Other Expenses	9,983	$ 10,382	$ 10,798	$ 11,230	$ 11,679	$ 12,029	$ 12,390	$ 12,762	$ 13,144	$ 13,539	$ 13,945
30-511900-6904	Land and Building Rent	Other Expenses	5,618	$ 5,843	$ 6,076	$ 6,319	$ 6,572	$ 6,769	$ 6,973	$ 7,182	$ 7,397	$ 7,619	$ 7,848
30-511900-6908	Other Rentals	Other Expenses	124,040	$ 129,002	$ 134,162	$ 139,528	$ 145,109	$ 149,463	$ 153,946	$ 158,565	$ 163,322	$ 168,221	$ 173,268
30-511900-6909	Subscriptions & Memberships	Other Expenses	1,041	$ 1,083	$ 1,126	$ 1,171	$ 1,218	$ 1,254	$ 1,292	$ 1,331	$ 1,371	$ 1,412	$ 1,454
30-511900-6910	Labor	Other Expenses	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
30-511900-7002	Office Supplies	Supplies and Materials	3,511	$ 3,651	$ 3,797	$ 3,949	$ 4,107	$ 4,272	$ 4,443	$ 4,620	$ 4,805	$ 4,997	$ 5,197
30-511900-7004	Uniform/Safety Clothing	Supplies and Materials	45,564	$ 47,387	$ 49,282	$ 51,253	$ 53,303	$ 55,436	$ 57,653	$ 59,959	$ 62,357	$ 64,852	$ 67,446
30-511900-7101	Office Equipment & Furniture	Supplies and Materials	4,630	$ 4,815	$ 5,008	$ 5,208	$ 5,416	$ 5,633	$ 5,858	$ 6,093	$ 6,336	$ 6,590	$ 6,854
30-511900-7102	Small Tools & Equipment	Supplies and Materials	10,046	$ 10,448	$ 10,866	$ 11,300	$ 11,752	$ 12,222	$ 12,711	$ 13,220	$ 13,749	$ 14,299	$ 14,871
30-511900-7201	Hardware Maint/Replace	Maintenance	551	$ 573	$ 596	$ 620	$ 645	$ 670	$ 697	$ 725	$ 754	$ 784	$ 816
30-511900-7205	Machinery & Equip. Maint.	Maintenance	15,233	$ 15,842	$ 16,476	$ 17,135	$ 17,820	$ 18,533	$ 19,275	$ 20,046	$ 20,847	$ 21,681	$ 22,549
30-511900-7206	Vehicle Maintenance	Maintenance	1,766	$ 1,837	$ 1,910	$ 1,987	$ 2,066	$ 2,149	$ 2,235	$ 2,324	$ 2,417	$ 2,514	$ 2,614
30-511900-7208	Repair/Maintenance Supplies	Maintenance	32,011	$ 33,291	$ 34,623	$ 36,008	$ 37,448	$ 38,946	$ 40,504	$ 42,124	$ 43,809	$ 45,562	$ 47,384
30-511900-7209	Janitorial Supplies	Supplies and Materials	7,497	$ 7,797	$ 8,109	$ 8,433	$ 8,770	$ 9,121	$ 9,486	$ 9,866	$ 10,260	$ 10,671	$ 11,097
30-511900-7210	Building Supplies	Supplies and Materials	3,638	$ 3,784	$ 3,935	$ 4,092	$ 4,256	$ 4,426	$ 4,603	$ 4,787	$ 4,979	$ 5,178	$ 5,385
30-511900-7211	Computer Components	Supplies and Materials	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
30-511900-7807	Food	Other Expenses	1,361	$ 1,415	$ 1,472	$ 1,531	$ 1,592	$ 1,640	$ 1,689	$ 1,740	$ 1,792	$ 1,846	$ 1,901
30-511900-7810	Special Departmental Supplies	Other Expenses	670,153	$ 696,959	$ 724,837	$ 753,831	$ 783,984	$ 807,504	$ 831,729	$ 856,681	$ 882,381	$ 908,853	$ 936,118
30-511900-8801	Capital Lease	Other Expenses	479,779	$ 498,970	$ 518,929	$ 539,686	$ 561,274	$ 578,112	$ 595,455	$ 613,319	$ 631,718	$ 650,670	$ 670,190
30-511900-9901	Transfer to General Fund	Transfer	57,186	$ 57,186	$ 57,186	$ 57,186	$ 57,186	$ 57,186	$ 57,186	$ 57,186	$ 57,186	$ 57,186	$ 57,186
30-511900-9901	Transfer to PARIS	Transfer	1,885,248	$ 1,885,248	$ 1,885,248	$ 1,885,248	$ 1,885,248	$ 1,885,248	$ 1,885,248	$ 1,885,248	$ 1,885,248	$ 1,885,248	$ 1,885,248
30-511900-9901	Transfer to Groves	Transfer	81,660	$ 81,660	$ 81,660	$ 81,660	$ 81,660	$ 81,660	$ 81,660	$ 81,660	$ 81,660	$ 81,660	$ 81,660
30-511900-9901	Transfer to Risk Management	Transfer	75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000
30-511900-9901	Transfer to Landfill Closure Reserve	Transfer	143,325	$ 143,325	$ 143,325	$ 143,325	$ 143,325	$ 143,325	$ 143,325	$ 143,325	$ 143,325	$ 143,325	$ 143,325
Solid Waste - Projects/Grants													
30-511910-6710	Special Contractual Services	Capital Projects	40,748	$ 40,748	$ 40,748	$ 40,748	$ 40,748	$ 40,748	$ 40,748	$ 40,748	$ 40,748	$ 40,748	$ 40,748
30-511910-7206	Vehicle Maintenance	Capital Projects	49,880	$ 49,880	$ 49,880	$ 49,880	$ 49,880	$ 49,880	$ 49,880	$ 49,880	$ 49,880	$ 49,880	$ 49,880
30-511910-7810	Special Departmental Supplies	Capital Projects	40,048	$ 40,048	$ 40,048	$ 40,048	$ 40,048	$ 40,048	$ 40,048	$ 40,048	$ 40,048	$ 40,048	$ 40,048
30-511910-7901	Non-Capital Expenditures	Other Expenses	816	$ 849	$ 883	$ 918	$ 955	$ 983	$ 1,013	$ 1,043	$ 1,074	$ 1,107	$ 1,140
30-511910-8501	Other Betterments/Improv	Capital Projects	1,399,485	$ -									
30-511910-8704	Motor Vehicles	Capital Projects	3,511,873	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
30-511910-8704	Replacement Motor Vehicles (Vehicl	Capital Projects	-	$ 1,000,000	$ 1,575,000	$ 1,102,500	$ 3,162,688	$ 1,215,506	$ 1,276,282	$ 1,340,096	$ 3,000,000	$ 5,101,250	$ 3,000,000
30-511910-8706	All Other Equipment	Capital Projects	70,000	$ 70,000	$ 70,000	$ 70,000	$ 70,000	$ 70,000	$ 70,000	$ 70,000	$ 70,000	$ 70,000	$ 70,000
30-511910-9001	Principal	Capital Projects	111,656	$ 256,656	$ 256,656	$ 145,000	$ 145,000	$ 145,000	$ -	$ -	$ -	$ -	$ -
30-511910-9101	Interest	Capital Projects	7,810	$ 7,810	$ 7,810	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Solid Waste - Debt Service													
30-511930-6001	Fiscal Agent Fees	Capital Projects	2,225	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
30-511930-6004	Bank/Collection Agent Fees	Capital Projects	12,913	$ 12,054	$ 11,167	$ 10,253	$ 9,311	$ 8,339	$ 7,336	$ 6,302	$ 5,236	$ 4,137	$ 3,003
30-511930-9001	Principal	Capital Projects	1,946,507	$ 295,459	$ 304,691	$ 314,212	$ 324,031	$ 334,158	$ 344,601	$ 355,371	$ 366,478	$ 377,933	$ 389,746
30-511930-9101	Interest	Capital Projects	140,395	$ 121,200	$ 111,823	$ 102,153	$ 92,180	$ 81,895	$ 71,289	$ 60,350	$ 49,069	$ 37,435	$ 25,437
	New Landfill Cell	Landfill Projects	-	$ -	$ 1,166,667	$ 1,166,667	$ 1,166,667	$ -	$ -	$ -	$ -	$ -	$ -
	ZEV Infrastructure	Capital Projects	-	$ -	$ -	$ -	$ -	$ -	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000
	SB 1383 Compliance Costs	Other Expenses	$ -	$ 480,750	$ 499,980	$ 519,979	$ 540,778	$ 557,002	$ 573,712	$ 590,923	$ 608,651	$ 626,910	$ 645,718
		TOTAL EXPENSE	**$ 28,730,189**	**$ 23,173,120**	**$ 25,810,938**	**$ 26,156,821**	**$ 29,200,278**	**$ 27,069,064**	**$ 27,940,624**	**$ 28,892,763**	**$ 31,474,785**	**$ 34,533,243**	**$ 33,425,642**

ATTACHMENT 4
CITY OF REDLANDS
FLEET REPLACEMENT SCHEDULE AND ESTIMATES

Current Truck #	Description	Purchase Year	First Replacement	Second Replacement	1 FY 2024-25	2 FY 2025-26	3 FY 2026-27	4 FY 2027-28	5 FY 2028-29	6 FY 2029-30	7 FY 2030-31	8 FY 2031-32	9 FY 2032-33	10 FY 2033-34
835	Chevrolet 3500 stake bed	2007	2024	2039				$ 200,000						
817	Peterbilt Roll-off	2008	2024	2032				$ 500,000					$ 1,000,000	
802	Peterbilt ASL	2013	2024	2032	$ 500,000								$ 1,000,000	
850	Peterbilt FEL	2013	2024	2032	$ 500,000								$ 1,000,000	
804	Peterbilt ASL	2014	2025	2034		$ 525,000								$ 1,000,000
805	Peterbilt ASL	2014	2025	2034		$ 525,000								$ 1,000,000
806	Peterbilt ASL	2014	2025	2034		$ 525,000								$ 1,000,000
877	Ford F250	2014	2025	2040				$ 100,000						
881	Ford F150	2014	2025	2040				$ 75,000						
803	Peterbilt ASL	2015	2026	2035				$ 551,250						
823	Peterbilt FEL	2015	2026	2035			$ 551,250							
847	Peterbilt ASL	2015	2026	2035			$ 551,250							
840	Ford REL	2017	2027	2042				$ 578,813						
Route Growth	Peterbilt FEL	N/A	2027	2036				$ 578,813						
Route Growth	Peterbilt ASL	N/A	2027	2036				$ 578,813						
846	Peterbilt FEL	2018	2028	2037					$ 607,753					
809	Peterbilt ASL	2019	2028	2037					$ 607,753					
811	Peterbilt ASL	2020	2029	2038						$ 638,141				
836	Peterbilt ASL	2020	2029	2038						$ 638,141				
821	Peterbilt FEL	2021	2030	2039							$ 670,048			
822	Peterbilt FEL	2021	2030	2039							$ 670,048			
808	Peterbilt ASL	2022	2031	2040								$ 1,000,000		
810	Peterbilt ASL	2022	2031	2040								$ 1,000,000		
859	Peterbilt Roll-off	2022	2031	2040								$ 1,000,000		
841	Peterbilt FEL	2023	2032	2041									$ 1,000,000	
842	Peterbilt FEL	2023	2032	2041									$ 1,000,000	
807	Ford – F150 XL	2022	2032	2047									$ 101,250	
				TOTAL	**$ 1,000,000**	**$ 1,575,000**	**$ 1,102,500**	**$ 3,162,688**	**$ 1,215,506**	**$ 1,276,282**	**$ 1,340,096**	**$ 3,000,000**	**$ 5,101,250**	**$ 3,000,000**

ATTACHMENT 5

CITY OF REDLANDS
SOLID WASTE FINANCIAL PLAN

DIF CAPITAL RESERVE FUND (519)

		BUDGET	PROJECTIONS									
		FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	FY 2033-34
	Starting Fund Balance	**$ 4,691,907**	**$ 3,565,945**	**$ 3,888,605**	**$ 3,863,611**	**$ 3,933,818**	**$ 2,203,558**	**$ 2,485,961**	**$ 2,756,974**	**$ 3,016,012**	**$ 2,943,881**	**$ 2,452,336**
Revenues	Development Impact Fees	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000
	Investment Income	$ 22,000	$ 22,660	$ 23,340	$ 24,040	$ 24,761	$ 25,504	$ 26,269	$ 27,057	$ 27,869	$ 28,705	$ 29,566
	Total Revenues	**$ 522,000**	**$ 522,660**	**$ 523,340**	**$ 524,040**	**$ 524,761**	**$ 525,504**	**$ 526,269**	**$ 527,057**	**$ 527,869**	**$ 528,705**	**$ 529,566**
Expenses	Transfer to Solid Waste Service Fund 511	$ 1,647,962	$ 200,000	$ 548,333	$ 453,833	$ 2,255,021	$ 243,101	$ 255,256	$ 268,019	$ 600,000	$ 1,020,250	$ 600,000
	Total Expenses	**$ 1,647,962**	**$ 200,000**	**$ 548,333**	**$ 453,833**	**$ 2,255,021**	**$ 243,101**	**$ 255,256**	**$ 268,019**	**$ 600,000**	**$ 1,020,250**	**$ 600,000**
	Revenues less Expenses	**$ (1,125,962)**	**$ 322,660**	**$ (24,994)**	**$ 70,207**	**$ (1,730,260)**	**$ 282,403**	**$ 271,013**	**$ 259,038**	**$ (72,131)**	**$ (491,545)**	**$ (70,434)**
	Ending Fund Balance	**$ 3,565,945**	**$ 3,888,605**	**$ 3,863,611**	**$ 3,933,818**	**$ 2,203,558**	**$ 2,485,961**	**$ 2,756,974**	**$ 3,016,012**	**$ 2,943,881**	**$ 2,452,336**	**$ 2,381,902**

ATTACHMENT 2

CITY OF REDLANDS

5-YEAR RATE STUDY AND 10-YEAR FINANCIAL PROJECTION - UPDATED SEPTEMBER 2025

SOLID WASTE SERVICE FUND (511)

		BUDGET	5-YEAR RATE STUDY					10-YEAR FINANCIAL PROJECTION				
		FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	FY 2033-34
	Starting Fund Balance	**$ 10,981,141**	**4,770,962**	**3,562,557**	**1,941,805**	**2,115,084**	**2,612,161**	**4,119,145**	**6,119,658**	**7,130,836**	**7,687,046**	**8,145,627**
Revenues	Residential Rate Revenue	9,481,500	9,908,168	10,799,903	11,771,894	12,524,394	12,897,670	13,155,623	13,418,736	13,687,110	13,960,853	14,240,070
	Non-Residential Rate Revenue	8,268,750	8,640,844	9,418,520	10,266,186	10,922,436	11,247,968	11,472,927	11,702,386	11,936,434	12,175,162	12,418,665
	Special Hauls & Roll-off Rate Revenue	2,976,750	3,110,704	3,390,667	3,695,827	3,932,077	4,049,268	4,130,254	4,212,859	4,297,116	4,383,058	4,470,720
	Transfer In From Capital Reserve	1,647,962	200,000	723,333	914,678	1,159,433	751,183	262,914	255,256	869,588	628,962	639,147
	Other Revenues	145,048	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000	105,000
	Total Revenues	**22,520,010**	**21,964,715**	**24,437,423**	**26,753,586**	**28,643,341**	**29,051,089**	**29,126,718**	**29,694,237**	**30,895,248**	**31,253,035**	**31,873,602**
Operating Expenses	Personnel	6,883,624	6,477,805	6,801,695	7,141,780	7,498,869	7,873,813	8,188,765	8,516,316	8,856,968	9,211,247	9,579,697
	Fleet Maintenance	4,501,774	3,931,845	4,089,119	4,252,684	4,422,791	4,599,702	4,783,691	4,975,038	5,174,040	5,381,001	5,596,241
	Recycling and Organics Processing	2,464,255	2,612,110	2,768,837	2,934,967	3,111,065	3,297,729	3,429,638	3,566,824	3,709,497	3,857,877	4,012,192
	Landfill Costs	1,415,714	1,469,685	1,525,735	1,583,944	1,644,398	1,693,730	1,744,542	1,796,878	1,850,784	1,906,308	1,963,497
	Professional Services	933,464	989,472	1,048,840	1,111,771	1,178,477	1,249,185	1,299,153	1,351,119	1,405,164	1,461,370	1,519,825
	Information Technology Services	729,338	758,512	788,852	820,406	853,222	878,819	905,184	932,339	960,309	989,118	1,018,792
	Supplies, Materials, Other Operating	604,072	629,800	656,628	682,893	710,209	736,668	760,282	784,665	809,843	835,842	862,688
	SB 1383 Compliance	-	480,750	499,980	519,979	540,778	557,002	573,712	590,923	608,651	626,910	645,718
	Subtotal Operating Expenses	**17,532,241**	**17,349,979**	**18,179,686**	**19,048,424**	**19,959,809**	**20,886,648**	**21,684,966**	**22,514,102**	**23,375,256**	**24,269,673**	**25,198,650**
Capital and Equipment	Vehicles and Other Capital Equipment	5,112,850	1,201,525	2,651,559	1,855,344	1,938,068	1,938,097	809,442	1,478,001	2,211,894	1,710,133	1,679,271
	Zero Emission Vehicle Infrastructure	-	-	1,257,484	1,757,484	2,257,484	1,839,358	1,839,358	1,839,358	1,839,358	1,839,358	1,839,358
	New Landfill Cell	-	-	1,166,667	1,166,667	1,166,667	-	-	-	-	-	-
	Subtotal Capital and Equipment Expenses	**5,112,850**	**1,201,525**	**5,075,709**	**4,779,494**	**5,362,219**	**3,777,455**	**2,648,800**	**3,317,359**	**4,051,252**	**3,549,491**	**3,518,629**
Interdepartmental Services and Transfers	Debt Service	2,221,506	693,178	692,147	571,618	570,522	569,392	423,226	422,023	420,783	419,505	418,186
	Transfer to PARIS	1,885,248	1,885,248	-	-	-	-	-	-	-	-	-
	Billing Services	850,000	884,000	919,360	956,134	994,380	1,024,211	1,054,938	1,086,586	1,119,183	1,152,759	1,187,341
	Internal Service Charge	771,173	802,020	834,101	867,465	902,163	929,228	957,105	985,818	1,015,393	1,045,855	1,077,230
	Other Transfers	213,846	213,846	213,846	213,846	213,846	213,846	213,846	213,846	213,846	213,846	213,846
	Transfer to Landfill Closure Reserve	143,325	143,325	143,325	143,325	143,325	143,325	143,325	143,325	143,325	143,325	143,325
	Debt Service on Interfund Loan from Fund 517	-	-	-	-	-	-	-	-	-	-	-
	Subtotal Interdepartmental Services and Transfers	**6,085,098**	**4,621,617**	**2,802,779**	**2,752,389**	**2,824,236**	**2,880,002**	**2,792,439**	**2,851,598**	**2,912,530**	**2,975,289**	**3,039,929**
	Total Expenses	**28,730,189**	**23,173,120**	**26,058,174**	**26,580,307**	**28,146,264**	**27,544,105**	**27,126,205**	**28,683,059**	**30,339,038**	**30,794,453**	**31,757,208**
	Revenues less Expenses	**(6,210,179)**	**(1,208,405)**	**(1,620,751)**	**173,279**	**497,077**	**1,506,984**	**2,000,513**	**1,011,178**	**556,210**	**458,581**	**116,394**
	Ending Fund Balance	**4,770,962**	**3,562,557**	**1,941,805**	**2,115,084**	**2,612,161**	**4,119,145**	**6,119,658**	**7,130,836**	**7,687,046**	**8,145,627**	**8,262,021**
	Ending Fund Balance as Percentage of Operating Expenses	**27%**	**21%**	**11%**	**11%**	**13%**	**20%**	**28%**	**32%**	**33%**	**34%**	**33%**

ATTACHMENT 3

REDLANDS 5-YEAR RATE STUDY

DETAILED FINANCIAL FORECAST

REFUSE COLLECTION AND DISPOSAL			0	1	2	3	4	5	6	7	8	9	10
			FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32	FY 32-33	FY 33-34
Account	Expense Line Item	Adjustment Category	Proposed Budget	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
30-511900-5001	Salaries, Full-Time	Personnel Services	3,601,975	$ 3,032,074	$ 3,183,677	$ 3,342,861	$ 3,510,004	$ 3,685,505	$ 3,832,925	$ 3,986,242	$ 4,145,691	$ 4,311,519	$ 4,483,980
30-511900-5002	Salaries, Part-time	Personnel Services	19,672	$ 20,656	$ 21,688	$ 22,773	$ 23,911	$ 25,107	$ 26,111	$ 27,156	$ 28,242	$ 29,372	$ 30,547
30-511900-5101	Overtime Salaries	Personnel Services	367,765	$ 386,153	$ 405,461	$ 425,734	$ 447,021	$ 469,372	$ 488,147	$ 507,672	$ 527,979	$ 549,098	$ 571,062
30-511900-5301	Banked Leave Buy Back	Personnel Services	65,988	$ 69,287	$ 72,752	$ 76,389	$ 80,209	$ 84,219	$ 87,588	$ 91,092	$ 94,735	$ 98,525	$ 102,466
30-511900-5401	Pension Contributions	Personnel Services	920,076	$ 966,080	$ 1,014,384	$ 1,065,103	$ 1,118,358	$ 1,174,276	$ 1,221,247	$ 1,270,097	$ 1,320,901	$ 1,373,737	$ 1,428,686
30-511900-5501	Social Security/Medicare	Personnel Services	220,544	$ 231,571	$ 243,150	$ 255,307	$ 268,073	$ 281,476	$ 292,735	$ 304,445	$ 316,622	$ 329,287	$ 342,459
30-511900-5601	Deferred Compensation	Personnel Services	9,677	$ 10,161	$ 10,669	$ 11,202	$ 11,762	$ 12,351	$ 12,845	$ 13,358	$ 13,893	$ 14,448	$ 15,026
30-511900-5701	Health/Dental Insurance	Personnel Services	1,001,621	$ 1,051,702	$ 1,104,287	$ 1,159,502	$ 1,217,477	$ 1,278,350	$ 1,329,484	$ 1,382,664	$ 1,437,970	$ 1,495,489	$ 1,555,309
30-511900-5702	Workers 'Comp Insurance	Personnel Services	196,200	$ 206,010	$ 216,311	$ 227,126	$ 238,482	$ 250,406	$ 260,423	$ 270,840	$ 281,673	$ 292,940	$ 304,658
30-511900-5703	Disability Insurance	Personnel Services	25,983	$ 27,282	$ 28,646	$ 30,079	$ 31,582	$ 33,162	$ 34,488	$ 35,868	$ 37,302	$ 38,794	$ 40,346
30-511900-5704	Unemployment Insurance	Personnel Services	20,684	$ 21,718	$ 22,804	$ 23,944	$ 25,142	$ 26,399	$ 27,455	$ 28,553	$ 29,695	$ 30,883	$ 32,118
30-511900-5705	Life Insurance	Personnel Services	2,940	$ 3,087	$ 3,241	$ 3,403	$ 3,574	$ 3,752	$ 3,902	$ 4,058	$ 4,221	$ 4,390	$ 4,565
30-511900-5802	Eyecare Reimbursement	Personnel Services	10,499	$ 11,024	$ 11,575	$ 12,154	$ 12,762	$ 13,400	$ 13,936	$ 14,493	$ 15,073	$ 15,676	$ 16,303
30-511900-5803	Clothing Allowance	Other Operating Costs	12,885	$ 13,465	$ 14,071	$ 14,634	$ 15,219	$ 15,828	$ 16,303	$ 16,792	$ 17,295	$ 17,814	$ 18,349
30-511900-5804	Uniform Rental	Other Operating Costs	5,369	$ 5,611	$ 5,863	$ 6,098	$ 6,342	$ 6,595	$ 6,793	$ 6,997	$ 7,207	$ 7,423	$ 7,646
30-511900-5903	Other Taxable Benefits	Other Operating Costs	95,520	$ 99,818	$ 104,310	$ 108,483	$ 112,822	$ 117,335	$ 120,855	$ 124,481	$ 128,215	$ 132,061	$ 136,023
30-511900-6005	License & Permits	Other Operating Costs	103,031	$ 107,667	$ 112,512	$ 117,013	$ 121,693	$ 126,561	$ 130,358	$ 134,269	$ 138,297	$ 142,446	$ 146,719
30-511900-6006	Taxes	Other Operating Costs	4,988	$ 5,212	$ 5,447	$ 5,665	$ 5,891	$ 6,127	$ 6,311	$ 6,500	$ 6,695	$ 6,896	$ 7,103
30-511900-6007	Penalties and Interest	Other Operating Costs	551	$ 576	$ 602	$ 626	$ 651	$ 677	$ 697	$ 718	$ 740	$ 762	$ 785
30-511900-6008	State Mandated Fees	Other Operating Costs	74,970	$ 78,344	$ 81,869	$ 85,144	$ 88,550	$ 92,092	$ 94,854	$ 97,700	$ 100,631	$ 103,650	$ 106,759
30-511900-6105	Medical/Physicals	Professional Services	3,297	$ 3,495	$ 3,705	$ 3,927	$ 4,162	$ 4,412	$ 4,589	$ 4,772	$ 4,963	$ 5,162	$ 5,368
30-511900-6106	Other Professional Services	Professional Services	895,432	$ 949,158	$ 1,006,107	$ 1,066,474	$ 1,130,462	$ 1,198,290	$ 1,246,222	$ 1,296,070	$ 1,347,913	$ 1,401,830	$ 1,457,903
30-511900-6301	Water Wastewater Refuse	Other Operating Costs	6,615	$ 6,913	$ 7,224	$ 7,513	$ 7,813	$ 8,126	$ 8,370	$ 8,621	$ 8,879	$ 9,146	$ 9,420
30-511900-6303	City Disposal	Landfill Tip	115,420	$ 118,883	$ 122,449	$ 126,123	$ 129,906	$ 133,803	$ 137,818	$ 141,952	$ 146,211	$ 150,597	$ 155,115
30-511900-6304	Telephone	Other Operating Costs	2,425	$ 2,534	$ 2,648	$ 2,754	$ 2,864	$ 2,979	$ 3,068	$ 3,160	$ 3,255	$ 3,353	$ 3,453
30-511900-6307	Electricity & Gas	Other Operating Costs	6,693	$ 6,994	$ 7,309	$ 7,601	$ 7,905	$ 8,222	$ 8,468	$ 8,722	$ 8,984	$ 9,253	$ 9,531
30-511900-6402	Travel Expense/Reimbursement	Other Expenses	1,985	$ 2,064	$ 2,147	$ 2,233	$ 2,322	$ 2,392	$ 2,464	$ 2,537	$ 2,614	$ 2,692	$ 2,773
30-511900-6403	Training	Other Expenses	16,800	$ 17,472	$ 18,171	$ 18,898	$ 19,654	$ 20,243	$ 20,851	$ 21,476	$ 22,120	$ 22,784	$ 23,467
30-511900-6505	Retiree Health Insurance	Personnel Services	420,000	$ 441,000	$ 463,050	$ 486,203	$ 510,513	$ 536,038	$ 557,480	$ 579,779	$ 602,970	$ 627,089	$ 652,173
30-511900-6710	Special Contractual Services	Professional Services	2,464,255	$ 2,612,110	$ 2,768,837	$ 2,934,967	$ 3,111,065	$ 3,297,729	$ 3,429,638	$ 3,566,824	$ 3,709,497	$ 3,857,877	$ 4,012,192
30-511900-6712	Landfill Tipping Charges	Landfill Tip	150,362	$ 154,873	$ 159,519	$ 164,305	$ 169,234	$ 174,311	$ 179,540	$ 184,926	$ 190,474	$ 196,188	$ 202,074
30-511900-6713	Landfill Closure/PC Expense	Landfill CPC NON CASH	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
30-511900-6801	City Attorney Legal Service	Professional Services	34,735	$ 36,819	$ 39,028	$ 41,370	$ 43,852	$ 46,483	$ 48,343	$ 50,276	$ 52,287	$ 54,379	$ 56,554
30-511900-6802	Info Tech Service Charges	Other Expenses	729,338	$ 758,512	$ 788,852	$ 820,406	$ 853,222	$ 878,819	$ 905,184	$ 932,339	$ 960,309	$ 989,118	$ 1,018,792
30-511900-6803	City Garage Charges	Maintenance	4,501,774	$ 3,931,845	$ 4,089,119	$ 4,252,684	$ 4,422,791	$ 4,599,702	$ 4,783,691	$ 4,975,038	$ 5,174,040	$ 5,381,001	$ 5,596,241
30-511900-6804	General Govt Service Charge	Other Expenses	771,173	$ 802,020	$ 834,101	$ 867,465	$ 902,163	$ 929,228	$ 957,105	$ 985,818	$ 1,015,393	$ 1,045,855	$ 1,077,230
30-511900-6805	Billing Services	Other Expenses	850,000	$ 884,000	$ 919,360	$ 956,134	$ 994,380	$ 1,024,211	$ 1,054,938	$ 1,086,586	$ 1,119,183	$ 1,152,759	$ 1,187,341
30-511900-6901	Printing and Binding	Other Expenses	1,100	$ 1,144	$ 1,190	$ 1,237	$ 1,287	$ 1,325	$ 1,365	$ 1,406	$ 1,448	$ 1,492	$ 1,537
30-511900-6902	Advertising	Other Expenses	4,650	$ 4,836	$ 5,029	$ 5,231	$ 5,440	$ 5,603	$ 5,771	$ 5,944	$ 6,123	$ 6,306	$ 6,495
30-511900-6903	Janitorial Services	Other Expenses	9,983	$ 10,382	$ 10,798	$ 11,230	$ 11,679	$ 12,029	$ 12,390	$ 12,762	$ 13,144	$ 13,539	$ 13,945
30-511900-6904	Land and Building Rent	Other Expenses	5,618	$ 5,843	$ 6,076	$ 6,319	$ 6,572	$ 6,769	$ 6,973	$ 7,182	$ 7,397	$ 7,619	$ 7,848
30-511900-6908	Other Rentals	Other Expenses	124,040	$ 129,002	$ 134,162	$ 139,528	$ 145,109	$ 149,463	$ 153,946	$ 158,565	$ 163,322	$ 168,221	$ 173,268
30-511900-6909	Subscriptions & Memberships	Other Expenses	1,041	$ 1,083	$ 1,126	$ 1,171	$ 1,218	$ 1,254	$ 1,292	$ 1,331	$ 1,371	$ 1,412	$ 1,454
30-511900-6910	Labor	Other Expenses	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
30-511900-7002	Office Supplies	Supplies and Materials	3,511	$ 3,651	$ 3,797	$ 3,949	$ 4,107	$ 4,272	$ 4,443	$ 4,620	$ 4,805	$ 4,997	$ 5,197
30-511900-7004	Uniform/Safety Clothing	Supplies and Materials	45,564	$ 47,387	$ 49,282	$ 51,253	$ 53,303	$ 55,436	$ 57,653	$ 59,959	$ 62,357	$ 64,852	$ 67,446
30-511900-7101	Office Equipment & Furniture	Supplies and Materials	4,630	$ 4,815	$ 5,008	$ 5,208	$ 5,416	$ 5,633	$ 5,858	$ 6,093	$ 6,336	$ 6,590	$ 6,854
30-511900-7102	Small Tools & Equipment	Supplies and Materials	10,046	$ 10,448	$ 10,866	$ 11,300	$ 11,752	$ 12,222	$ 12,711	$ 13,220	$ 13,749	$ 14,299	$ 14,871
30-511900-7201	Hardware Maint/Replace	Maintenance	551	$ 573	$ 596	$ 620	$ 645	$ 670	$ 697	$ 725	$ 754	$ 784	$ 816
30-511900-7205	Machinery & Equip. Maint.	Maintenance	15,233	$ 15,842	$ 16,476	$ 17,135	$ 17,820	$ 18,533	$ 19,275	$ 20,046	$ 20,847	$ 21,681	$ 22,549
30-511900-7206	Vehicle Maintenance	Maintenance	1,766	$ 1,837	$ 1,910	$ 1,987	$ 2,066	$ 2,149	$ 2,235	$ 2,324	$ 2,417	$ 2,514	$ 2,614
30-511900-7208	Repair/Maintenance Supplies	Maintenance	32,011	$ 33,291	$ 34,623	$ 36,008	$ 37,448	$ 38,946	$ 40,504	$ 42,124	$ 43,809	$ 45,562	$ 47,384
30-511900-7209	Janitorial Supplies	Supplies and Materials	7,497	$ 7,797	$ 8,109	$ 8,433	$ 8,770	$ 9,121	$ 9,486	$ 9,866	$ 10,260	$ 10,671	$ 11,097
30-511900-7210	Building Supplies	Supplies and Materials	3,638	$ 3,784	$ 3,935	$ 4,092	$ 4,256	$ 4,426	$ 4,603	$ 4,787	$ 4,979	$ 5,178	$ 5,385
30-511900-7211	Computer Components	Supplies and Materials	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
30-511900-7807	Food	Other Expenses	1,361	$ 1,415	$ 1,472	$ 1,531	$ 1,592	$ 1,640	$ 1,689	$ 1,740	$ 1,792	$ 1,846	$ 1,901
30-511900-7810	Special Departmental Supplies	Other Expenses	670,153	$ 696,959	$ 724,837	$ 753,831	$ 783,984	$ 807,504	$ 831,729	$ 856,681	$ 882,381	$ 908,853	$ 936,118
30-511900-8801	Capital Lease	Other Expenses	479,779	$ 498,970	$ 518,929	$ 539,686	$ 561,274	$ 578,112	$ 595,455	$ 613,319	$ 631,718	$ 650,670	$ 670,190
30-511900-9901	Transfer to General Fund	Transfer	57,186	$ 57,186	$ 57,186	$ 57,186	$ 57,186	$ 57,186	$ 57,186	$ 57,186	$ 57,186	$ 57,186	$ 57,186
30-511900-9901	Transfer to PARIS	Transfer	1,885,248	$ 1,885,248									
30-511900-9901	Transfer to Groves	Transfer	81,660	$ 81,660	$ 81,660	$ 81,660	$ 81,660	$ 81,660	$ 81,660	$ 81,660	$ 81,660	$ 81,660	$ 81,660
30-511900-9901	Transfer to Risk Management	Transfer	75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000
30-511900-9901	Transfer to Landfill Closure Reserve	Transfer	143,325	$ 143,325	$ 143,325	$ 143,325	$ 143,325	$ 143,325	$ 143,325	$ 143,325	$ 143,325	$ 143,325	$ 143,325
Solid Waste - Projects/Grants													
30-511910-6710	Special Contractual Services	Capital Projects	40,748	$ 40,748	$ 40,748	$ 40,748	$ 40,748	$ 40,748	$ 40,748	$ 40,748	$ 40,748	$ 40,748	$ 40,748
30-511910-7206	Vehicle Maintenance	Capital Projects	49,880	$ 49,880	$ 49,880	$ 49,880	$ 49,880	$ 49,880	$ 49,880	$ 49,880	$ 49,880	$ 49,880	$ 49,880
30-511910-7810	Special Departmental Supplies	Capital Projects	40,048	$ 40,048	$ 40,048	$ 40,048	$ 40,048	$ 40,048	$ 40,048	$ 40,048	$ 40,048	$ 40,048	$ 40,048
30-511910-7901	Non-Capital Expenditures	Other Expenses	816	$ 849	$ 883	$ 918	$ 955	$ 983	$ 1,013	$ 1,043	$ 1,074	$ 1,107	$ 1,140
30-511910-8501	Other Betterments/Improv	Capital Projects	1,399,485	$ -									
30-511910-8704	Motor Vehicles	Capital Projects	3,511,873	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
30-511910-8704	Replacement Motor Vehicles (Vehicle	Capital Projects	-	$ 1,000,000	$ 2,450,000	$ 1,653,750	$ 1,736,438	$ 1,736,438	$ 607,753	$ 1,276,282	$ 2,010,143	$ 1,508,350	$ 1,477,455
30-511910-8706	All Other Equipment	Capital Projects	70,000	$ 70,000	$ 70,000	$ 70,000	$ 70,000	$ 70,000	$ 70,000	$ 70,000	$ 70,000	$ 70,000	$ 70,000
30-511910-9001	Principal	Capital Projects	111,656	$ 256,656	$ 256,656	$ 145,000	$ 145,000	$ 145,000	$ -	$ -	$ -	$ -	$ -

ATTACHMENT 3

REDLANDS 5-YEAR RATE STUDY

DETAILED FINANCIAL FORECAST

			0	1	2	3	4	5	6	7	8	9	10
REFUSE COLLECTION AND DISPOSAL			**FY 23-24**	**FY 24-25**	**FY 25-26**	**FY 26-27**	**FY 27-28**	**FY 28-29**	**FY 29-30**	**FY 30-31**	**FY 31-32**	**FY 32-33**	**FY 33-34**
30-511910-9101	Interest	Capital Projects	7,810	$ 7,810	$ 7,810	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Solid Waste - Debt Service													
30-511930-6001	Fiscal Agent Fees	Capital Projects	2,225	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
30-511930-6004	Bank/Collection Agent Fees	Capital Projects	12,913	$ 12,054	$ 11,167	$ 10,253	$ 9,311	$ 8,339	$ 7,336	$ 6,302	$ 5,236	$ 4,137	$ 3,003
30-511930-9001	Principal	Capital Projects	1,946,507	$ 295,459	$ 304,691	$ 314,212	$ 324,031	$ 334,158	$ 344,601	$ 355,371	$ 366,478	$ 377,933	$ 389,746
30-511930-9101	Interest	Capital Projects	140,395	$ 121,200	$ 111,823	$ 102,153	$ 92,180	$ 81,895	$ 71,289	$ 60,350	$ 49,069	$ 37,435	$ 25,437
	New Landfill Cell	Landfill Projects	-	$ -	$ 1,166,667	$ 1,166,667	$ 1,166,667	$ -	$ -	$ -	$ -	$ -	$ -
	ZEV Infrastructure	Capital Projects	-	$ -	$ 1,257,484	$ 1,757,484	$ 2,257,484	$ 1,839,358	$ 1,839,358	$ 1,839,358	$ 1,839,358	$ 1,839,358	$ 1,839,358
	SB 1383 Compliance Costs	Other Expenses	$ -	$ 480,750	$ 499,980	$ 519,979	$ 540,778	$ 557,002	$ 573,712	$ 590,923	$ 608,651	$ 626,910	$ 645,718
	TOTAL EXPENSE		**$ 28,730,189**	**$ 23,173,120**	**$ 26,058,174**	**$ 26,580,307**	**$ 28,146,264**	**$ 27,544,105**	**$ 27,126,205**	**$ 28,683,059**	**$ 30,339,038**	**$ 30,794,453**	**$ 31,757,208**

ATTACHMENT 4
CITY OF REDLANDS
FLEET REPLACEMENT SCHEDULE AND ESTIMATES

Current Truck #	Description	Purchase Year	First Replacement	Second Replacement	1 FY 2024-25	2 FY 2025-26	3 FY 2026-27	4 FY 2027-28	5 FY 2028-29	6 FY 2029-30	7 FY 2030-31	8 FY 2031-32	9 FY 2032-33	10 FY 2033-34
835	Chevrolet 3500 stake bed	2007	2026	2035		$ 200,000								
817	Peterbilt Roll-off	2008	2026	2035		$ 500,000								
802	Peterbilt ASL	2013	2025	2034	$ 500,000									$ 738,728
850	Peterbilt FEL	2013	2025	2034	$ 500,000									$ 738,728
804	Peterbilt ASL	2014	2026	2035		$ 525,000								
805	Peterbilt ASL	2014	2026	2035		$ 525,000								
806	Peterbilt ASL	2014	2026	2035		$ 525,000								
877	Ford F250	2014	2026	2035		$ 100,000								
881	Ford F150	2014	2026	2035		$ 75,000								
803	Peterbilt ASL	2015	2027	2036			$ 551,250							
823	Peterbilt FEL	2015	2028	2037				$ 578,813						
847	Peterbilt ASL	2015	2027	2036			$ 551,250							
840	Ford REL	2017	2028	2037				$ 578,813						
Route Growth	Peterbilt FEL	N/A	2028	2037				$ 578,813						
Route Growth	Peterbilt ASL	N/A	2027	2036			$ 551,250							
846	Peterbilt FEL	2018	2029	2038					$ 578,813					
809	Peterbilt ASL	2019	2029	2038					$ 578,813					
811	Peterbilt ASL	2020	2030	2039						$ 607,753				
836	Peterbilt ASL	2020	2029	2038					$ 578,813					
821	Peterbilt FEL	2021	2031	2040							$ 638,141			
822	Peterbilt FEL	2021	2031	2040							$ 638,141			
808	Peterbilt ASL	2022	2032	2041								$ 670,048		
810	Peterbilt ASL	2022	2032	2041								$ 670,048		
859	Peterbilt Roll-off	2022	2032	2041								$ 670,048		
841	Peterbilt FEL	2023	2032	2041									$ 703,550	
842	Peterbilt FEL	2023	2032	2041									$ 703,550	
807	Ford – F150 XL	2022	2032	2041									$ 101,250	
				TOTAL	**$ 1,000,000**	**$ 2,450,000**	**$ 1,653,750**	**$ 1,736,438**	**$ 1,736,438**	**$ 607,753**	**$ 1,276,282**	**$ 2,010,143**	**$ 1,508,350**	**$ 1,477,455**
			20%	DIF	$ 200,000	$ 490,000	$ 681,345	$ 926,100	$ 751,183	$ 262,914	$ 255,256	$ 869,588	$ 628,962	$ 639,147

		2025	2027	2028	2029	2030	2031	2032	2033	2034
	GROUP 1	10%		25%			50%		75%	
Green Highlighting & Red Text = ZEV Truck Purchase per CARB requirements	GROUP 2		10%			25%			50%	
GROUP 1 4	GROUP 1	1	0	1	0	0	2	0	3	0
GROUP 2 23	GROUP 2	0	3	0	0	6	0	0	12	0
27										
5%	ZEV Costs		$ 3,406,725		$ 3,755,914	$ 1,314,570		$ 4,347,940	$ 3,043,558	$ 3,195,736
	Delta to ICE		**$ 1,752,975**		**$ 2,019,477**	**$ 706,817**		**$ 2,337,797**	**$ 1,636,458**	**$ 1,718,281**
	ZEV loaded cost		$ 1,135,575	$ -	$ 1,251,971	$ 1,314,570	$ -	$ 1,449,313	$ 1,521,779	$ 1,597,868
	Total Need	$ 33,202,180			10%	5%		10%	5%	5%
		$ 1,747,483								
	3-year	$ 3,772,452		Future Years	$ 29,429,728					
	Per year	$ 1,257,484		Per year	$ 1,839,358.00					

ATTACHMENT 5

CITY OF REDLANDS

5-YEAR RATE STUDY AND 10-YEAR FINANCIAL PROJECTION - UPDATED SEPTEMBER 2025

DIF CAPITAL RESERVE FUND (519)

		BUDGET	5-YEAR RATE STUDY					10-YEAR FINANCIAL PROJECTION				
		FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	FY 2033-34
	Starting Fund Balance	**$ 4,691,907**	**$ 3,565,945**	**$ 3,888,605**	**$ 3,688,611**	**$ 3,297,973**	**$ 2,663,301**	**$ 2,437,622**	**$ 2,700,977**	**$ 2,972,778**	**$ 2,631,059**	**$ 2,530,802**
Revenues	Development Impact Fees	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000
	Investment Income	$ 22,000	$ 22,660	$ 23,340	$ 24,040	$ 24,761	$ 25,504	$ 26,269	$ 27,057	$ 27,869	$ 28,705	$ 29,566
	Total Revenues	**$ 522,000**	**$ 522,660**	**$ 523,340**	**$ 524,040**	**$ 524,761**	**$ 525,504**	**$ 526,269**	**$ 527,057**	**$ 527,869**	**$ 528,705**	**$ 529,566**
Expenses	Transfer to Solid Waste Service Fund 511	$ 1,647,962	$ 200,000	$ 723,333	$ 914,678	$ 1,159,433	$ 751,183	$ 262,914	$ 255,256	$ 869,588	$ 628,962	$ 639,147
	Total Expenses	**$ 1,647,962**	**$ 200,000**	**$ 723,333**	**$ 914,678**	**$ 1,159,433**	**$ 751,183**	**$ 262,914**	**$ 255,256**	**$ 869,588**	**$ 628,962**	**$ 639,147**
	Revenues less Expenses	**$ (1,125,962)**	**$ 322,660**	**$ (199,994)**	**$ (390,638)**	**$ (634,672)**	**$ (225,679)**	**$ 263,355**	**$ 271,801**	**$ (341,719)**	**$ (100,257)**	**$ (109,581)**
	Ending Fund Balance	**$ 3,565,945**	**$ 3,888,605**	**$ 3,688,611**	**$ 3,297,973**	**$ 2,663,301**	**$ 2,437,622**	**$ 2,700,977**	**$ 2,972,778**	**$ 2,631,059**	**$ 2,530,802**	**$ 2,421,221**

City Council Meeting **M. 1.**

DATE: 10/07/2025

TO: Honorable Mayor and City Council Members

SUBJECT: Individual Council Member Report on Activities for September 2025 from Mayor Pro Tem Shaw (City Clerk Donaldson)

DISCUSSION:

Mayor Pro Tem Shaw has requested to include this report on the agenda for recording purposes. The report does not require City Council approval.

Attachments

Shaw- Council Activities

September 2025 Council Activities

Mayor Pro Tem Marc Shaw

- Attended Animal Shelter expansion groundbreaking ceremony
- Conducted multiple interviews for lead labor negotiator
- Participated in joint meeting with the City of Murietta, City of Redlands and Redlands Bicycle Classic to discuss their annual cycling event
- Attended meeting with local water board members
- Attended Youth Hope Car Show at Sylvan Park
- Attended City Council member briefings
- Met with City Manager to discuss ongoing issues