City of South Lake Tahoe
City Council
Meeting Agenda
Tuesday, April 04, 2023 at 5:30 PM
City Hall - Council Chambers - 1901 Lisa Maloff Way, South Lake Tahoe

City Council
Cristi Creegan, Mayor
Cody Bass, Mayor Pro Tem
John Friedrich, Councilmember
Tamara Wallace, Councilmember
Scott Robbins, Councilmember

Mission of the City Council
The City was established to provide essential, outstanding and cost-effective services that enhance environmental sustainability, economic vitality and the quality of life for our residents, businesses and guests.

Public Participation
City Council meetings are held in person at the time and location listed on this agenda. Meetings are live-streamed on Channel 21, City website at www.cityofslt.us, YouTube at https://www.youtube.com/channel/UC3LYne8lh-kTPLnnuyJW9SQ/live and via ZOOM at this link https://us06web.zoom.us/j/86997508851

A public agenda packet is available for review at City Hall, 1901 Lisa Maloff Way, on the City's Website at www.cityofslt.us, or by contacting the City Clerk's Office, (530) 542-6005 or sblankenship@cityofslt.us

Providing Public Comment:
In Person: Every agenda for regular meetings provides an opportunity for members of the public to directly address the legislative body (City Council), on any item of public interest which is within the jurisdiction of the City Council during Public Communications. For items on the agenda or in connection with any item which the City Council will consider, the public is given the opportunity to comment before or during the City Council's consideration of the item [Government Code Section 54954.3(a)].

By Phone: If you are joining the meeting via ZOOM and would like to make a comment, press the "raise a hand" button. If you are joining the meeting via Channel 21 or live stream and would like to make a comment, please call (530) 542-6500. The meeting ID is ID: 869 9750 8851 press *9 to indicate a desire to make a comment. Press *6 to unmute your phone. The Clerk will call you by the last three digits of your phone number when it is your turn to speak.

In Writing: Written comments received by 3 p.m. the day before the meeting will be distributed to City Council prior to the meeting. Written public comment regarding any item on this agenda may be sent to PublicComment@cityofslt.us. When emailing comments, identify the agenda item number in the subject line to which your comments relate. Any

such comment that is a public record and is emailed to PublicComment@cityofslt.us or otherwise provided to a majority of the City Council before the meeting will be made available for public inspection during normal business hours at the City Clerk's Office located at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe [Government Code Section 54957.5(b)]. Written comments will not be read out loud during the meeting.

The City Council Chambers meeting facility is accessible to people with disabilities. Every reasonable effort will be made to accommodate any person needing special assistance to attend this meeting. Contact the City Clerk at (530) 542-6005 at least 48 hours in advance of the meeting for assistance [28 CFR 35.102.35.104 ADA Title II and Brown Act Government Code Sections 54953.2, 54954.1, 54954.2, and 54957.5].

Spanish Interpretations: The public may access Spanish interpretation using the ZOOM link listed on the front of the Agenda from an internet device (smartphone, laptop, tablet, home computer) with audio capabilities and selecting the Spanish language option. Persons without an internet device may attend the meeting in-person and a device will be provided while supplies last. Requests for interpreter services to offer public comment may be made by contacting the City Clerk.

Call to Order/Pledge of Allegiance

Roll Call

Closed Session Report

Public Communications

This is the public's opportunity to speak on any topic NOT LISTED on this agenda. Comments shall be limited to four (4) minutes. In accordance with the Brown Act, the City Council cannot deliberate or vote on any matter raised under public communications, but may briefly respond to statements made or questions posed. (Government Code Sections 54954.2)

Presentations

1. Presentation by Keep Tahoe Blue

Requested Action / Suggested Motions: Receive a presentation from Keep Tahoe Blue regarding Polystyrene Ordinance outreach efforts.
Responsible Staff Member: Sara Letton, Sustainability Coordinator

Item 1 - Executive Summary.pdf
01-2023 Polystyrene Ordinance Flyer.pdf
02-ESPANOL_Polystyrene & Plastic Waste 2023 Ordinance Flyer_2023.02.22_PRINT.pdf
03-Plastics_poly Letter to Businesses final - 2023.pdf
04-Polystyrene_Ordinance_Alternatives_Resources_Guide.pdf
05-Outreach Tracker to print.pdf
06-To-Go Litter Flyer_Keep Tahoe Blue-- New QR code.pdf

City Commissioner and Student Advisory Reports

Consent Agenda

Public Comment - This is the public's opportunity to speak on any topic listed on the Consent Agenda. Comments shall be limited to three (3) minutes.

The consent agenda consists of items of a repeating or routine nature considered under a single action. Any Councilmember may have an item on the consent agenda removed and considered separately upon request.

Pass a Motion to adopt the Consent Agenda in one motion except as indicated at each item.

2. Participation in National Opioid Litigation Settlements (Teva, Allergan, CVS, Walgreens, and Walmart) and Acceptance and Appropriation of Settlement Funds

Requested Action / Suggested Motions: Pass a Resolution approving participation in National Opioid Litigation Settlements (Teva, Allergan, CVS, Walgreens, and Walmart) and accepting and appropriating settlement funds.
Responsible Staff Member: Heather Stroud, City Attorney

Item 2 - Executive Summary.pdf
01 - Staff Report.docx
02 - Resolution.docx
03 - Settlement Documents (Exh. A to Reso).pdf
04 - Exhibit E to Settlements (Allowable Uses of Funds).pdf

3. California Automated Permit Processing Program Grant Application

Requested Action / Suggested Motions: Pass a Resolution authorizing the Director of Development Services to submit a grant application to the California Automated Permit Processing Program for an amount up to $40,000 and authorizing the City Manager to execute grant documents if awarded.
Responsible Staff Member: Hilary Roverud, Director of Development Services

Item 3 - Executive Summary.pdf
01-Staff_Report_-_Permit_Processing_Grant.docx
02-CalAPP Solicitation Manual.docx
03-Resolution - California Automated Permit Processing Grant.docx

4. Contract with West Coast Paving for Pothole Repair on Pioneer Trail, Johnson Blvd and Park Ave.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a contract with West Coast Paving for an amount of $244,840 and 10% contingency of $24,480 for pothole repair on selected roadways in the City.
CEQA Determination: The project is categorically exempt from CEQA review under CEQA Guidelines section 15301(c) (Existing Facilities).
Responsible Staff Member: Anush Nejad, Director of Public Works

Item 4 - Executive Summary.pdf
01-Staff Report - Pothole Repair Contract.docx
02-Pothole Repair Contract.docx

Regular-Unfinished Business

5. Termination of Proclamation of Local Emergency Due to Severe Winter Storms

Requested Action / Suggested Motions: Pass a Resolution terminating the proclamation of local emergency due to severe winter storms.
Responsible Staff Member: Heather Stroud, City Attorney

Item 5 - Executive Summary.pdf
01-Staff Report Termination of Local Emergency.docx
02-Resolution Terminating Local Emergency.docx
03-Res 2023-014 Ratifying Proclamation of Local Emergency.pdf
04-California Disaster Assistance Act Letter to CalOES.pdf

Regular-New Business

6. 2022-2023 Master Fee Schedule

Requested Action / Suggested Motions: Pass a Resolution adopting the Annual Master Schedule of Fees and Charges for City Services.
Responsible Staff Member: Akemi Nishimura, Accountant I

Item 6 - Executive Summary.pdf
01-Staff Report - 2023 Master Fee Schedule.docx
02-Resolution Master Fee Schedule 2023.docx
03-Master Fee Schedule 2023 (Exh. A to Reso.).pdf
04-Financial Policy.pdf
05-Master Fee Schedule 2023 (Red-Lined).pdf

7. Agreement with Design Workshop for Preparation of the Mid-Town Area Plan in Amount Not to Exceed $598,697

Requested Action / Suggested Motions: Pass a Resolution appropriating $151,405 from General Fund Undesignated Excess Reserves and $100,000 from General Plan available fund balance for the Mid-Town Area Plan and authorizing and directing the Mayor to execute a Professional Services Agreement in an amount not to exceed $598,697 with Design Workshop for consultant services to prepare the Mid-Town Area Plan.
CEQA Determination: Awarding this agreement to Design Workshop is statutorily exempt from review under the California Environmental Quality Act (CEQA) 15262 (feasibility and planning studies).
Responsible Staff Member: John Hitchcock, Planning Manager

Item 7 - Executive Summary.pdf
01-Staff Report - Mid-Town Area Plan.docx
02-Location Map.pdf
03-Design Workshop Proposal.pdf
04-PSA with Design Workshop.pdf
05-Resolution - Mid-Town Area Plan Agreement with Design Workshop.docx

8. Potential Amendments to Purchasing Ordinance Regarding Apprenticeship, Health Care, and Local Hire Provisions for Public Works Contracts

Requested Action / Suggested Motions: Receive report and provide direction to staff regarding potential amendments to Purchasing Ordinance.
Responsible Staff Member: Heather Stroud, City Attorney and Jim Marino, CIP and Facilities Manager

Item 8 - Executive Summary.pdf
01-Staff Report.docx
02-Requested Amendments from Northern California Carpenters Union.pdf
03-Labor Code 1777.5 Employment of registered apprentices.pdf
04-Labor Code 1773.1 Employer payments included in per diem wages.pdf
05-Contractor Survey.pdf

Agenda Planning Calendar

9. Agenda Planning Calendar

Requested Action / Suggested Motions: A Councilmember may request that an item be placed on a future agenda. Upon the support of one (1) additional Council Member, direction shall be given to the City Manager to calendar the item for a convenient future agenda, but no sooner than the second meeting after the request was made, and/or modify the Agenda Planning Calendar as desired.
Responsible Staff Member: Joseph Irvin, City Manager

Item 9 - Executive Summary.pdf
APC -03 28 2023.pdf

Updates and Announcements (City Attorney, City Clerk, City Manager)

Councilmember Reports and Comments - Assignments to Boards, Committees, and Commissions

Adjournment
I, Susan Blankenship, City Clerk for the City of South Lake Tahoe, declare that the foregoing agenda for the Tuesday April 4, 2023 meeting of the City of South Lake Tahoe City Council was posted and available for review on Thursday, March 30, 2023 at City Hall, 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150. The agenda was also available on the City website at https://www.cityofslt.us.

Signed March 30, 2023
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Susan Blankenship, Elected City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 4, 2023
Agenda Item #: 1

Agenda Item: Presentation by Keep Tahoe Blue

Executive Summary: Together, staff from the City and Keep Tahoe Blue, with the help of 36 community volunteers, educated 101 local businesses about the updated Polystyrene and Single-Use Plastics Ordinance.

Requested Action / Suggested Motions: Receive a presentation from Keep Tahoe Blue regarding Polystyrene Ordinance outreach efforts.
Responsible Staff Member: Sara Letton, Sustainability Coordinator

Responsible Staff Member: Sara Letton , Sustsainabilty Coordinator

Reviewed and Approved By:
Susan Blankenship, City Clerk

Attachments:

Item 1 - Executive Summary.pdf
01-2023 Polystyrene Ordinance Flyer.pdf
02-ESPANOL_Polystyrene & Plastic Waste 2023 Ordinance Flyer_2023.02.22_PRINT.pdf
03-Plastics_poly Letter to Businesses final - 2023.pdf
04-Polystyrene_Ordinance_Alternatives_Resources_Guide.pdf
05-Outreach Tracker to print.pdf
06-To-Go Litter Flyer_Keep Tahoe Blue-- New QR code.pdf

EXPANDED POLYSTYRENE (STYROFOAM) AND SINGLE-USE PLASTIC REGULATIONS

Plastics, including polystyrene, damage Lake Tahoe's sensitive natural habitats and scenic beauty. These materials are not biodegradable, nearly impossible to recycle, and persist for many years in the environment by disintegrating into smaller plastic particles.

In October 2022, the City Council responded to these challenges by updating its ordinance in order to minimize the potential for this waste entering our local ecosystem. To understand these changes and to make sure you comply with the City's ordinance, please continue reading on the reverse side.

RESTAURANTS & OTHER FOOD PROVIDERS

Since 2018, the following single-use plastic containers and related foodservice ware items may be provided to customers only upon request: cups, bowls, plates, trays, cartons, clamshell containers, cup lids, utensils (forks, knives, spoons, and sporks), chopsticks, straws, and stirrers. The ordinance prohibits the use of polystyrene (Styrofoam) food and drink containers.

EFFECTIVE JANUARY 1, 2023:
Plastic condiment cups and packets may be provided to customers **ONLY** upon request.

Acceptable alternative products include uncoated paper, coated paper, cardboard, aluminum foil, and compostable or "bio-products."

GROCERY STORES & OTHER RETAILERS

The ordinance prohibits the retail distribution or sale of any polystyrene (Styrofoam) product, such as disposable foam trays for uncooked products, foam coolers, cups, plates, bowls and packing peanuts, except for products wholly encased in durable material, such as paddleboards and life preservers.

EFFECTIVE JANUARY 1, 2023:
The sale of polystyrene (Styrofoam) products is prohibited. There are no exceptions for polystyrene raw meat, fish, and food trays or for food prepared or packaged outside of South Lake Tahoe in polystyrene containers.

For more information, and to view the ordinance, visit **cityofslt.us/plasticwaste** or scan the QR code.
Send us a question: **publicrelations@cityofslt.us**

CITY OF SOUTH LAKE TAHOE

KEEP TAHOE BLUE
League to Save Lake Tahoe

CITYOFSLT.US • (530) 542-6000 • @CITYOFSLT

POLIESTIRENO EXPANDIDO (STYROFOAM) Y REGLAMENTACIÓN PARA PLÁSTICOS DE UN SOLO USO

Los plásticos, incluyendo el poliestireno, dañan los sensibles hábitats naturales y la belleza escénica del lago Tahoe. Estos materiales no son biodegradables, son casi imposibles de reciclar y persisten durante muchos años en el medio ambiente al desintegrarse en partículas de plástico más pequeñas.

En octubre de 2022, el ayuntamiento respondió a estos desafíos actualizando su ordenanza para minimizar el potencial de que estos desechos ingresen a nuestro ecosistema local. Para comprender estos cambios y asegurarse de cumplir con la ordenanza de la ciudad, continúe leyendo al reverso.

RESTAURANTES Y OTROS PROVEEDORES DE ALIMENTOS

Desde 2018, los siguientes recipientes de plástico de un solo uso, así como los artículos relacionados para el servicio de alimentos, pueden proporcionarse a los clientes solo con previa solicitud: vasos, tazones, platos, bandejas, cajas, recipientes plegables, tapas, utensilios (tenedores, cuchillos y cucharas), palillos, pajitas y agitadores. La ordenanza prohíbe el uso de recipientes de poliestireno (Styrofoam) para alimentos y bebidas.

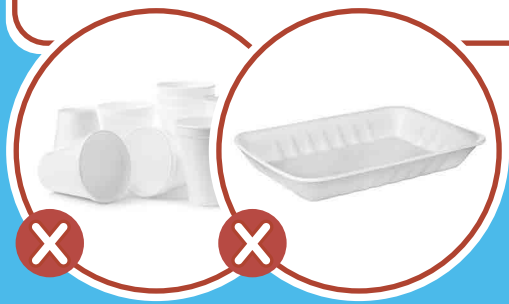
A PARTIR DEL 1 DE ENERO DE 2023:
Los vasos y paquetes de plástico para condimentos pueden proporcionarse a los clientes **SOLO** con previa solicitud.

Los productos alternativos aceptables incluyen papel no estucado, papel estucado, cartón, papel de aluminio y compostables o "bioproductos."

SUPERMERCADOS Y OTROS MINORISTAS

La ordenanza prohíbe la distribución al por menor o la venta de cualquier producto de poliestireno (Styrofoam), como bandejas de espuma desechables para productos sin cocinar, enfriadores de espuma, vasos, platos, tazones y productos para empacar, a excepción de los productos totalmente revestidos de material duradero, como tablas de remo y salvavidas.

A PARTIR DEL 1 DE ENERO DE 2023:
Está prohibida la venta de productos de poliestireno (Styrofoam). No hay excepciones para bandejas de poliestireno utilizadas para carne cruda, pescado o para alimentos preparados o empacados fuera de South Lake Tahoe en recipientes de poliestireno.



Para obtener más información y ver la ordenanza, visite **cityofslt.us/plasticwaste** o escanear el código QR.
Envíanos una pregunta: **publicrelations@cityofslt.us**

CITY OF SOUTH LAKE TAHOE

KEEP TAHOE BLUE
League to Save Lake Tahoe

CITYOFSLT.US • (530) 542-6000 • @CITYOFSLT

Dear Business Owner and Manager,

We are here on behalf of the City of South Lake Tahoe and the League to Save Lake Tahoe to ask for your help in protecting our local environment from harmful plastic pollution.

Businesses like yours are a huge part of the South Shore community. Your customers are locals like us and visitors who come here to experience Tahoe's natural beauty. Plastic pollution threatens all of that. We want to share some shocking facts about single-use plastics and remind you about the City of South Lake Tahoe's expanded polystyrene/Styrofoam ordinance that went into effect in October of 2018 and was updated in October 2022.

Disturbing Plastic Facts

- Single-use plastics like bags, straws and cutlery are only used for a few minutes but they stay in our environment forever because they don't break down like paper or food scraps.
- Plastics clog storm drains, leach chemicals into the environment and carry bacteria that harm the Lake and wildlife.
- Here in Tahoe, the League's volunteers removed 155,737 pieces of single-use plastic, including 31,424 polystyrene items, 19,290 straws and stirrers, and 8,707 utensils between 2014 and 2023. And much more has escaped into the environment and the Lake.
- Researchers have found microplastics in Lake Tahoe! If microscopic plastic trash is here, then it's everywhere. You can help stop it.

Styrofoam / Expanded Polystyrene (EPS) Ordinance

The City of South Lake Tahoe's Expanded Polystyrene (EPS or Styrofoam) Ordinance has been in effect since 2018 and the current updates are in effect as of January 1, 2023. This ordinance prohibits the use of EPS food and drink containers by food providers and retailers in the City and requires that single-use plastic containers and related foodservice ware items be made available only on request. This includes cups, bowls, plates, trays, cartons, clamshell containers, cup lids, utensils (forks, knives, spoons, and sporks), chopsticks, straws, and stirrers, and plastic condiment cups and packets. Grocery stores and retailers cannot sell disposable foam coolers, cups, plates, bowls and packing peanuts, including meat, fish, and food trays prepared or packed outside of South Lake Tahoe. There are plenty of affordable, compliant and environmentally friendly alternatives out there. Included with this letter is a guide to help you find alternatives to plastics - and there are more options all the time.

Your role

Choose to refuse - say no thanks to disposable plastics and choose reusables when possible. Provide to-go utensils and straws on request only. Choose lower-impact products like cardboard, paper, foil, recycled materials instead of plastics. Together, we can Keep Tahoe Blue.

Best regards,

Marilee Movius and Kelci Brown
Community Engagement Team
League to Save Lake Tahoe

Sara Letton
Sustainability Coordinator
City of South Lake Tahoe

For more information, and to view the ordinance, visit **cityofslt.us/plasticwaste** or scan the QR code.
Send us a question: **publicrelations@cityofslt.us**

CITY OF SOUTH LAKE TAHOE

KEEP TAHOE BLUE League to Save Lake Tahoe

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FOODWARE RESOURCE GUIDE

At first glance, single-use disposable plates, cups, cutlery, and other foodware seem inexpensive and convenient. But it may be time to take a closer look at your business's use of disposables. Reusable foodware can provide significant benefits, including reducing costs and attracting more customers.

Reusables cost more per item to buy than their disposable counterparts, but they are durable products designed for thousands of uses. Over time, replacing disposable with reusable foodware can dramatically reduce your cost of doing business. Even factoring in the energy and water needed to wash reusable cutlery, plates, and cups, the overall environmental impact of reusables is also far less than disposables.

IN-RESTAURANT DINING

Reusable or going without should be the top priority – remember, "only upon request" applies for customers dining in or taking food to go.

- See the "Break-Even Point Calculator" below.
- Reusable Food Serviceware Guide: rethinkdisposable.org/resources.

If this is not an option, see the "to-go orders" section.

Break-Even Point Calculator for Reusables

When choosing between a reusable or disposable item, it's important to think beyond the item's initial cost. Disposables are relatively inexpensive to buy, but you have to continually replenish your supply. Those ongoing costs add up fast. Reusables, on the other hand, cost more upfront but will be used over and over again. Use this calculator to determine your break-even point for the cost of reusable items. The break-even point is the number of uses required to recover your investment. As soon as you exceed the break-even point for a particular item, you'll be saving money.

Break-even point calculator:
Cost of reusable (each) = $_____ ÷
Cost of disposable item (each) = $_____
Break-even point = _____ uses

Example: Reusable cup = $1.00 each ÷
Disposable cup = $0.05 each
Breakeven point = 20 uses
After that you are saving money!

Always avoid

Products labeled #6 in the "chasing arrows" - this indicates polystyrene which is not allowed.

Mixed materials like paper and plastic bonded together.

Products described as **"oxo-degradable."**

Products **destined for the landfill or made of virgin materials** - these are traditional plastics such as:

- **Products labeled #3, #4, and #5** in the "chasing arrows" - these are not recyclable in South Lake Tahoe.
- **PFAS**: Nonstick chemicals known as per- and poly-fluorinated alkyl substances (PFAS) are commonly used in disposable food packaging and food service ware as an oil and grease barrier. These are also known as "forever chemicals" and have terrible effects on the environment and human health.

Image by upklyak on Freepik

Tips for selecting reusables (best option!)

Price: Prices can range widely depending on the quality and quantity ordered.

Shop around: Check online retailers, shop at local outlets, and visit membership distributors to find your best deal. Shopping locally gives you the opportunity to examine and handle the product before you buy. Online retailers may offer a wider variety of styles and very competitive prices.

Quantity: Don't buy more than you need. Factor in your busiest time of service and how frequently dishes can be washed.

Style: Look for items that match your cuisine, customers, and décor.

Durability: To ensure long-term savings, choose items that will last.

Washing: Consider your dishwashing capabilities when choosing each item.

TO-GO ORDERS

Reusables are still the best option. As often as you are able, allow customers to use their own - such as tupperware, hot and cold beverage mugs and cups, and condiment containers.

Paper/paperboard lined with foil (best option) or wax paper, foil trays, and 100% recycled plastic are the top alternatives to reusables. Below, we recommend substitutes in general and by product category.

Products made from recycled content are the second best alternative - the higher the percentage of post-consumer recycled content, the better.

"Compostable" or "biodegradable" are an option, but ONLY if approved by the Compost Manufacturing Alliance (CMA) or the Biodegradable Products Institute (BPI - products.bpiworld.org). Foodservice ware products labeled "compostable" are not actually accepted in the composting facility that serves South Lake Tahoe.

To-go ware on request only. Provide cutlery, a straw, condiments, napkins, or a bag only if a customer asks for it.

General preferred alternatives

Some terms and materials that you should look for in product descriptions:

Biobased products: Made, in whole or in part, from renewable materials, such as:

- plant-based fibers
- bamboo and other grasses
- cellulose from sources like potatoes, corn, palm leaf, etc.
- fiber crops such as hemp and flax
- agricultural waste such as sugarcane (bagasse) and rice straw
- materials derived from agricultural products such as starch and lactic acid (PLA)

Bioplastics: Derived from renewable bio-based sources, such as vegetable oil, corn starch, potato starch, or pea starch rather than traditional plastics derived from petroleum.

Recyclable plastics: Those labeled with #1 or #2 in the "chasing arrows" stamp ("PET" and "HDPE").

PLA and PHB: (compostable plastic, but not compostable in South Lake Tahoe).

LPDE: (Low Density Polyethylene, less toxins but still not a good plastic).

Bio-wax

Soak Proof Shield™ coating for paper/paperboard.

Enshield® coating for paper/paperboard.

Specific preferred alternatives

Cold cups: LDPE-coated paperboard and PLA-coated paperboard cups are the best options. Only provide lids if requested.

Hot cups: LDPE-coated paperboard and PLA-coated paperboard and wax-coated paperboard cups are the best options. Only provide lids and sleeves if requested.

Plates and bowls: Paperboard is the best option.

Cutlery (forks, knives, spoons, straws, stirrers): Bamboo or other bio-based materials (see above) are the best options.

Clamshells: Molded fiber or 100% recycled cardboard are the best options.

Condiment cups: Biobased fibers or PLA bioplastics are the best alternatives.

Meat, poultry, and fish trays: Biobased fibers or 100% recycled PET "rolled edge" trays.

Plastic water bottles: Empty aluminum bottles filled with Tahoe Tap are the best option. Encourage customers to use their own bottles by offering to fill them up.

For more information, and to view alternative resources, visit keeptahoeblue.org/foodware or scan the QR code.
Send us a question: info@keeptahoeblue.org

KEEP TAHOE BLUE League to Save Lake Tahoe

CITY OF SOUTH LAKE TAHOE

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Business	Outreach group	Date & Time	Where do you get your disposible cups, plates, cutlery, straws, etc.?	Compliant? (Y/N)	If Not, Why Not?				Comments
					Awareness of ban	Awareness of cost	Awareness of alternatives	Other	

TAHOE HAS A LITTER PROBLEM

TO-GO FOOD IS A MAJOR CULPRIT

We will only provide utensils, straws and napkins when requested.

TAKE CARE OF TAHOE & KEEP TAHOE BLUE:

- **Toss your to-go garbage at home**
- **Trash cans overflow quickly-** *trash next to the cans harms wildlife*
- Switch to reusables

SCAN ME

KEEP TAHOE BLUE®

League to Save Lake Tahoe

Thank you for being part of the solution

keeptahoeblue.org

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 4, 2023
Agenda Item #: 2

Agenda Item: Participation in National Opioid Litigation Settlements (Teva, Allergan, CVS, Walgreens, and Walmart) and Acceptance and Appropriation of Settlement Funds

Executive Summary: In 2021, the City opted into a National Opioid Litigation Settlement with Janssen and distributors McKesson, Cardinal Health, and Amerisource Bergen. The City now has an opportunity to join a second round of nationwide settlements involving Teva, Allergan, CVS, Walgreens, and Walmart. Cities and counties have a deadline of April 18, 2023, to sign on to these settlements. The total settlement amount is $18.1 Billion over 15 years. The City may get as much as $850,265 from this second round of settlements, depending on how many California local jurisdictions opt in. Like the funds from the previous settlements, these funds will be used for allowable opioid abatement activities in support of the Police Department's South Tahoe Area Collaborative Services (STACS) program.

Requested Action / Suggested Motions: Pass a Resolution approving participation in National Opioid Litigation Settlements (Teva, Allergan, CVS, Walgreens, and Walmart) and accepting and appropriating settlement funds.
Responsible Staff Member: Heather Stroud, City Attorney

Responsible Staff Member: Heather Stroud, City Attorney (530) 542-6046

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance

Attachments:

01 - Staff Report.docx
02 - Resolution.docx
03 - Settlement Documents (Exh. A to Reso).pdf
04 - Exhibit E to Settlements (Allowable Uses of Funds).pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: April 4, 2023

Title: Participation in National Opioid Litigation Settlements (Teva, Allergan, CVS, Walgreens, and Walmart) and Acceptance and Appropriation of Settlement Funds

Location: Citywide

Responsible Staff Member: Heather Stroud, City Attorney (530) 542-6046

Background:
On December 7, 2021, City Council adopted Resolution No. 2021-105 which approved the City's participation in the National Opioid Litigation Settlement (Distributors and Janssen). On September 7, 2022, City Council adopted Resolution No. 2022-112 to accept and appropriate the settlement funds. The $26 Billion settlement consisted of agreements with opioid distributors McKesson, Cardinal Health, and Amerisource Bergen and opioid manufacturer Janssen. The City now has an opportunity to join a second round of nationwide settlements involving Teva, Allergan, CVS, Walgreens, and Walmart ("Defendants"). Cities and counties in California have a deadline of April 18, 2023, to sign on to these settlements.

The proposed settlements will cover all states, counties, and cities, including those like the City of South Lake Tahoe who are not parties to the litigation. The Defendants will pay $18.1 Billion over a 15-year period. Under the terms of the settlements, California is slated to receive up to 9.92 percent of the total amount, or up to $1.8 Billion.

The California Attorney General and litigating entities in California have developed an intrastate allocation agreement to determine how the funds received by the State will be distributed to cities and counties. Under this agreement, 15 percent of the total goes to the State, 15 percent goes to the California Subdivision Fund, and 70 percent of the abatement funds will go to eligible counties and cities over 10,000 in population based on the 2020 census, whether or not they have filed a lawsuit. Settlement funds distributed to cities and counties may be used only for approved abatement activities.

Issue and Discussion:
The City, as a non-litigating entity, has two options: (1) Opt in to the settlements; or (2) Do not opt in.

If the City opts in to the settlements, it must release its claims against the Defendants. The City would have the ability to either receive the settlement funds directly or have them allocated to El Dorado County, and can change the allocation over time by notifying the Settlement Fund Administrator at least 60 days prior to each annual distribution. The funds may be used only for approved opioid abatement activities such as opioid overdose training for first responders,

recovery programs, and opioid prevention outreach (see Exhibit E to the Teva, Allergan, Walgreens, Walmart, and CVS Settlement Agreements, attached). Additionally, at least 50 percent of the funds received must be used for High Impact Abatement Activities, which are: (1) the provision of matching funds or operation costs for substance abuse disorder facilities; (2) creating new or expanded substance use disorder treatment infrastructure; (3) addressing the needs of vulnerable populations including homeless individuals and people of color who are disproportionately impacted by substance use disorder; (4) diversion from the justice system of people with substance use disorder into treatment programs including first responder training and restorative justice programs; and (5) interventions to prevent drug addition in vulnerable youth. The City is responsible for annual reporting to the State of directly distributed funds.

Like the funds from the previous settlements, these funds will be used for allowable opioid abatement activities in support of the Police Department's South Tahoe Area Collaborative Services (STACS) program.

Staff recommends that City Council delegate authority to the City Manager and City Attorney to determine whether to accept direct distribution on an annual basis and to negotiate any agreement with El Dorado County that may be desirable if part or all of the City's distribution is determined to be appropriate to go to the County for provision of these services. The City Manager and City Attorney intend to select direct distribution of the funds for year one.

The allocation model distributes funds based on a city's population and available federal data on opioid use, disorder, overdose deaths, and opioid shipments within a city. The City of South Lake Tahoe's "weighted allocation percentage" is 0.0665456 percent. Although the funds allocated to the City will depend on the participation level among cities and counties in California, it is anticipated that based on this weighted allocation percentage and the amount of funds the City has received thus far under the Distributors and Janssen settlement using the same formula, the City would receive a maximum of $850,265 over 15 years.

By not opting in, the City would not be a participant in the settlement but would retain the ability to pursue its own litigation against the Defendants in the future if desired. If the City does not opt in, then the funds otherwise allocated to the City would go to the State.

More information about these national opioid settlements and the California allocation is available on the Attorney General's website at https://oag.ca.gov/opioids.

Financial Implications:
The proposed resolution would authorize and Direct the City Attorney to execute the settlements and direct the Director of Finance to accept and appropriate these funds into Account No. 290-02110-36294 (Opioid Settlement Proceeds). The total distribution over the 15-year term of the settlement is estimated to be up to $850,265.

Environmental Considerations:
This action is not a "project" subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(4) (the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment).

Policy Implications:

This action is consistent with City of South Lake Tahoe Strategic Plan 2023-2028 Priority 3.1 (Mental Health and Homelessness), specifically action item 2 (Explore uses of opioid settlement money for those experiencing substance use disorders).

Resolution 2023-XXX

Adopted by the City of South Lake Tahoe
City Council

April 4, 2023

Approving Participation in National Opioid Litigation Settlements (Teva, Allergan, CVS, Walgreens, and Walmart) and Accepting and Appropriating Settlement Funds

BACKGROUND

A. On December 7, 2021, City Council adopted Resolution No. 2021-105, which approved the City's participation in the National Opioid Litigation Settlement with opioid distributors McKesson, Cardinal Health, and Amerisource Bergen and opioid manufacturer Janssen. Under the terms of the settlement, $21 Billion will be paid by the opioid distributors over an 18-year period and $5 Billion will be paid by Janssen over a 9-year period.

B. On September 7, 2022, City Council adopted Resolution No. 2022-112 to accept and appropriate the funds from the settlement with distributors and Janssen.

C. A second round of nationwide settlements has been reached with Teva, Allergan, CVS, Walgreens, and Walmart ("Defendants").

D. Under the terms of these settlements, $18.1 Billion would be paid by the Defendants over a 15-year period.

E. While the City is not a party to this litigation, it may opt in to the settlements and receive the benefits of the settlements in exchange for releasing its claims against the Defendants.

F. The more cities with populations greater than 10,000, such as the City, opt in to the settlements, the more funds will be received under the incentive structure of the settlements.

G. Opting into the settlements will enable the City to receive funds from the settlements, estimated to be a maximum of $850,265 over 15 years, which can be used to mitigate the impacts of opioid use disorder in the community.

H. The City intends to use the settlement funds to support the Police Department's South Tahoe Area Collaborative Services (STACS) program.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Authorizes and directs the City Attorney to execute the Settlement Participation Agreements for the settlements with Defendants (attached hereto as Exhibit "A").

2. Delegates to the City Manager and City Attorney, on an annual basis, to select direct distribution of some or all of the City's settlement funds, or to select distribution of some or all of the City's settlement funds to El Dorado County.

3. Delegates to the City Manager and City Attorney authority to negotiate an agreement with El Dorado County for use of the City's settlement funds to provide County services in the City, to be brought back to City Council prior to execution.

4. Authorizes and directs the Finance Director to accept and appropriate these settlement funds into Account No. 290-02110-36294 (revenue) and 290-02210-42025 (expenditures).

Adopted by the City of South Lake Tahoe City Council on April 4, 2023, by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cristi Creegan, Mayor

Attest:

_____

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

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New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

South Lake Tahoe city, CA
Reference Number: CL-383042

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

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

Deadline: April 18, 2023

Five new proposed national opioid settlements ("*New National Opioid Settlements*") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("Settling Defendants"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district ("subdivision").

You are receiving this *Participation Package* because California is participating in the following settlements:

- Teva
- Allergan
- CVS
- Walgreens
- Walmart

This electronic envelope includes eleven attachments:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.
- *California State-Subdivision Agreements for Teva, Allergan, CVS, Walgreens, and Walmart.*
- *Side-letter agreement between California and CVS.*

The *Participation Form* and *California Intrastate Allocation Agreement* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

The side-letter agreement between California and CVS modifies the CVS National Settlement's incentive structure for subdivision participation as it applies to California.

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns

its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

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

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your city attorney/county counsel, outside counsel representing your city/county on opioid matters, the Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioid settlements with McKesson, Cardinal, Amerisource, and J&J/Janssen, but states may choose to treat these settlements differently.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation 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. Please also refer to the Side-Letter Agreement with CVS, which modifies the *CVS National Opioid Settlement.*

How to return signed forms:

There are three methods for returning the executed *Participation Forms* and *California-State Subdivision Agreements ("Subdivision Agreements")* to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* and the *Subdivision Agreements* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms* and *Subdivision Agreements*, 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 and note that execution and return of both the *Subdivision Agreement* and the *Participation Form* are required for participation in the corresponding settlement. As with electronic signature, returning manually signed *Participation Forms* and *Subdivision Agreements* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* and *Subdivision Agreements* using DocuSign, signed *Participation Forms* and *Subdivision Agreements* 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 Forms – [Subdivision Name, Subdivision State] – [Reference ID]. Note that execution and return of both the Subdivision Agreement and the Participation Form are required for participation in the corresponding settlement.

Detailed instructions on how to sign and return the *Participation Forms* and the *Subdivision Agreements*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on April 18, 2023.

If you have any questions about executing these forms, please contact your city attorney/county counsel, outside counsel representing your city/county on opioids matters, the Implementation Administrator at opioidsparticipation@rubris.com, or the California Attorney General's Office at opioidsettlement-localgovernment@doj.ca.gov.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

EXHIBIT K
Subdivision and Special District Settlement Participation Form

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

[ ] Yes [ ] No

Governmental Entity: South Lake Tahoe city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

DocuSign Envelope ID: 7796CD72-2CED-4C4D-AF15-DD9913929608

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: South Lake Tahoe city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

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

[ ] Yes [ ] No

Governmental Entity: South Lake Tahoe city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

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

[ ] Yes [ ] No

Governmental Entity: South Lake Tahoe city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

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

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

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

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

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

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

DocuSign Envelope ID: 7796CD72-2CED-4C4D-AF15-DD9913929608

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

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

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

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

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

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation Form

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

[ ] Yes [ ] No

Governmental Entity: South Lake Tahoe 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 the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

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

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

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

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

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

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

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

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

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

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

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

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

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I have all necessary power and authorization to execute this Election and Release 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 – Allergan Settlement

1. Introduction

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

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

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

2. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

3. General Terms

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

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

4. State Allocation

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

A. State of California Allocation

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

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

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

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

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

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

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

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

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

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

ii. Use of CA Abatement Accounts Funds

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

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

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

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

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

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

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

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

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

iii. CA Abatement Accounts Fund Oversight

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

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

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

d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise

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enforce the requirements of the Allergan Settlement Agreement or this CA Allergan Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.

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

C. CA Subdivision Fund

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

The CA Subdivision Funds will be allocated as follows:

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

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

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

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its

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contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Teva Settlement Agreement and Allergan Settlement Agreement, and, if applicable, the CVS Settlement Agreement, Distributor Settlement Agreement, Janssen Settlement Agreement, Walgreens Settlement Agreement, and Walmart Settlement Agreement.

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

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

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

5. State and Subdivision Reporting

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

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

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

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

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

6. Miscellaneous

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

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

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

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

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

.

Signature: _____

Name: _____

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—Allergan 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***	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%**

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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%**
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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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 Cañada 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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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%**
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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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%**
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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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%**
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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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%**
County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**

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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%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
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%**

APPENDIX 1

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%**
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%**

APPENDIX 1

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%**
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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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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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

Cost Reimbursement Procedure

1. Additional defined terms:

a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were not previously reimbursed and which were paid or incurred (i) prior to December 31, 2022 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting any CA Allocation Agreement(s) concerning a settlement with any Opioid Defendant(s). *Costs* does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.

b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the Distributor Settlement Agreement, Section XI and Exhibit R of the Janssen Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, or Section IX and Exhibit R of the Walmart Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.

c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.

d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating National Opioid Settlements with various manufacturers, distributors, and chain pharmacies.

b) Claims Procedure.

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i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, Section IX and Exhibit R of the Walmart Settlement Agreement, Section X or Exhibit R of the Distributor Settlement Agreement, or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.

iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.

iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.

v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.

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vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section VIII.C of the Allergan Settlement Agreement.

vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Allergan a report of the fees and expenses incurred by the Special Master pursuant to Section VIII.C of the Allergan Settlement Agreement.

c) Claims Priority and Limitation.

i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.

ii. Final Awards of Costs that do not exceed seventy-five thousand dollars ($75,000.00) will be paid next in priority after the Special Master's approved invoices.

iii. Final Awards of Costs in excess of seventy-five thousand dollars ($75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.

iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.

v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.

vi. In no event shall more than $28 million of the total CA Subdivision Funds paid pursuant to the Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, CVS Settlement Agreement, Janssen Settlement Agreement, Walgreens Settlement Agreement, and the Walmart Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior awarc

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of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund. Any Plaintiff Subdivision that has submitted for reimbursement to any national fund and has not received a final determination by the First Claims Date may request that the settlement administrator withhold some or all of its payment from the CA Subdivision Fund in order to avoid repayment.

ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

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APPENDIX 3

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 Allergan 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 Allergan Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Allergan Settlement Agreement and CA Allergan Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Allergan Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national 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 Allergan Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Allergan 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 Allergan 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 – Teva Settlement

1. Introduction

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

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

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

2. Definitions

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

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

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

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

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

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

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

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

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

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

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

3. General Terms

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

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

4. State Allocation

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

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

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

A. State of California Allocation

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

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

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

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

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

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

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

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

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

ii. Use of CA Abatement Accounts Funds

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

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

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

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

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

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

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

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

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

iii. CA Abatement Accounts Fund Oversight

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

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

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

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

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

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C. CA Subdivision Fund

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

The CA Subdivision Funds will be allocated as follows:

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

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

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

D. Provision for State Back-Stop Agreement

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

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(X), of the Teva Settlement Agreement and the MDL Fees Order,

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so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Teva Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Teva Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

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

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

5. State and Subdivision Reporting

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

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

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

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

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

6. Miscellaneous

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

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

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

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

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

Signature: _____

Name: _____

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—Teva 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%**

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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%**

APPENDIX 1

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***	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%**

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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%**
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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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 Cañada 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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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%**
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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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%**
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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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%**
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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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%**
County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**

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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%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
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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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%**
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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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%**
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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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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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

Cost Reimbursement Procedure

1. Additional defined terms:

a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were not previously reimbursed and which were paid or incurred (i) prior to December 31, 2022 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting any CA Allocation Agreement(s) concerning a settlement with any Opioid Defendant(s). *Costs* does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.

b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the Distributor Settlement Agreement, Section XI and Exhibit R of the Janssen Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, or Section IX and Exhibit R of the Walmart Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.

c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.

d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating National Opioid Settlements with various manufacturers, distributors, and chain pharmacies.

b) Claims Procedure.

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i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, Section IX and Exhibit R of the Walmart Settlement Agreement, Section X or Exhibit R of the Distributor Settlement Agreement, or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.

iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.

iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.

v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.

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vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section VIII.C of the Teva Settlement Agreement.

vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Teva a report of the fees and expenses incurred by the Special Master pursuant to Section VIII.C of the Teva Settlement Agreement.

c) Claims Priority and Limitation.

i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.

ii. Final Awards of Costs that do not exceed seventy-five thousand dollars ($75,000.00) will be paid next in priority after the Special Master's approved invoices.

iii. Final Awards of Costs in excess of seventy-five thousand dollars ($75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.

iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.

v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.

vi. In no event shall more than $28 million of the total CA Subdivision Funds paid pursuant to the Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, CVS Settlement Agreement, Janssen Settlement Agreement, Walgreens Settlement Agreement, and the Walmart Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for 4 its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a

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final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund. Any Plaintiff Subdivision that has submitted for reimbursement to any national fund and has not received a final determination by the First Claims Date may request that the settlement administrator withhold some or all of its payment from the CA Subdivision Fund in order to avoid repayment.

ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

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APPENDIX 3

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 Teva 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 Teva Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Teva Settlement Agreement and CA Teva Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Teva Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national 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 Teva Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Teva 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 Teva 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 – Walgreens Settlement

1. Introduction

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

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

2. Definitions

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

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

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

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

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

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

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

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

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Pleasant Valley School District Board, and LA Care Health Plan.

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

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

3. General Terms

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

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

4. State Allocation

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

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

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A. State of California Allocation

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

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

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

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

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

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

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

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

ii. Use of CA Abatement Accounts Funds

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

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

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

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

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

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

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

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

d) For the avoidance of doubt, and subject to the requirements of the Walgreens Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or

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

iii. CA Abatement Accounts Fund Oversight

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

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

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

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

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

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C. CA Subdivision Fund

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

The CA Subdivision Funds will be allocated as follows:

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

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

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

D. Provision for State Back-Stop Agreement

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

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

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private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

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

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

5. State and Subdivision Reporting

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

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

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

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

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

6. Miscellaneous

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

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

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

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

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

Signature: _____

Name: _____

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—Walgreens 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***	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%**

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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%**
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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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 Cañada 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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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%**
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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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%**
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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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%**
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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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%**
County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**

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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%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
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%**

APPENDIX 1

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%**
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%**

APPENDIX 1

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%**
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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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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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

Cost Reimbursement Procedure

1. Additional defined terms:

a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were not previously reimbursed and which were paid or incurred (i) prior to December 31, 2022 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting any CA Allocation Agreement(s) concerning a settlement with any Opioid Defendant(s). *Costs* does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.

b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section IX and Exhibit R of the Walgreens Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the Distributor Settlement Agreement, Section XI and Exhibit R of the Janssen Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, or Section IX and Exhibit R of the Walmart Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.

c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.

d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating National Opioid Settlements with various manufacturers, distributors, and chain pharmacies.

b) Claims Procedure.

i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section IX and Exhibit R of the Walgreens

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Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walmart Settlement Agreement, Section X or Exhibit R of the Distributor Settlement Agreement, or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.

iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.

iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.

v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for

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reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.

vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section V(B)(2) of the Walgreens Settlement Agreement.

vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Walgreens a report of the fees and expenses incurred by the Special Master pursuant to Section V(B)(2) of the Walgreens Settlement Agreement.

c) Claims Priority and Limitation.

i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.

ii. Final Awards of Costs that do not exceed seventy-five thousand dollars ($75,000.00) will be paid next in priority after the Special Master's approved invoices.

iii. Final Awards of Costs in excess of seventy-five thousand dollars ($75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.

iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.

v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.

vi. In no event shall more than $28 million of the total CA Subdivision Funds paid pursuant to the Walgreens Settlement Agreement, Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, CVS Settlement Agreement, Janssen Settlement Agreement, and the Walmart Settlement Agreement be used to pay Costs.

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d) Collateral Source Payments and Third-Party Settlement.

i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund. Any Plaintiff Subdivision that has submitted for reimbursement to any national fund and has not received a final determination by the First Claims Date may request that the settlement administrator withhold some or all of its payment from the CA Subdivision Fund in order to avoid repayment.

ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

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APPENDIX 3

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 Walgreens 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 Walgreens Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Walgreens Settlement Agreement and CA Walgreens Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Walgreens Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national 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 Walgreens Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Walgreens 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 Walgreens 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 – Walmart Settlement

1. Introduction

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

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

2. Definitions

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

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

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

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

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

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

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

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

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

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

3. General Terms

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

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

4. State Allocation

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

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

A. State of California Allocation

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

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

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

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

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

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

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

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

ii. Use of CA Abatement Accounts Funds

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

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

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

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

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

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

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

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

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

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

iii. CA Abatement Accounts Fund Oversight

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

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

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

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

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

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C. CA Subdivision Fund

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

The CA Subdivision Funds will be allocated as follows:

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

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

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

D. Provision for State Back-Stop Agreement

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

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(W), of the Walmart Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Walmart Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private

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counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Walmart Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

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

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

5. State and Subdivision Reporting

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

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

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

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

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

6. Miscellaneous

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

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

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

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

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

.

Signature: _____

Name: _____

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—Walmart 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%**

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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***	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%**

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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%**
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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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 Cañada 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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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%**
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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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%**
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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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%**
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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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%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
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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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%**
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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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%**
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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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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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

Cost Reimbursement Procedure

1. Additional defined terms:

a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were not previously reimbursed and which were paid or incurred (i) prior to December 31, 2022 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting any CA Allocation Agreement(s) concerning a settlement with any Opioid Defendant(s). *Costs* does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.

b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section IX and Exhibit R of the Walmart Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the Distributor Settlement Agreement, Section XI and Exhibit R of the Janssen Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, or Section IX and Exhibit R of the Walgreens Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.

c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.

d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating National Opioid Settlements with various manufacturers, distributors, and chain pharmacies.

b) Claims Procedure.

i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in

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part, from funds available under Section IX and Exhibit R of the Walmart Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, Section X or Exhibit R of the Distributor Settlement Agreement, or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.

iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.

iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.

v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for

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reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.

vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section V(B)(2) of the Walmart Settlement Agreement.

vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Walmart a report of the fees and expenses incurred by the Special Master pursuant to Section V(B)(2) of the Walmart Settlement Agreement.

c) Claims Priority and Limitation.

i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.

ii. Final Awards of Costs that do not exceed seventy-five thousand dollars ($75,000.00) will be paid next in priority after the Special Master's approved invoices.

iii. Final Awards of Costs in excess of seventy-five thousand dollars ($75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.

iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.

v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.

vi. In no event shall more than $28 million of the total CA Subdivision Funds paid pursuant to the Walmart Settlement Agreement, Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, CVS Settlement Agreement, Janssen Settlement Agreement, and the Walgreens Settlement Agreement be used to pay Costs.

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d) Collateral Source Payments and Third-Party Settlement.

i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund. Any Plaintiff Subdivision that has submitted for reimbursement to any national fund and has not received a final determination by the First Claims Date may request that the settlement administrator withhold some or all of its payment from the CA Subdivision Fund in order to avoid repayment.

ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

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APPENDIX 3

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 Walmart 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 Walmart Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Walmart Settlement Agreement and CA Walmart Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Walmart Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national 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 Walmart Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Walmart 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 Walmart 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 – CVS Settlement

1. Introduction

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

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

2. Definitions

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

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

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

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

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

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

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

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

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

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

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

3. General Terms

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

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

4. State Allocation

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

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

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A. State of California Allocation

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

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

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

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

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

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

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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 CVS Settlement Agreement and this CA CVS Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

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

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

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

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

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

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

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

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

d) For the avoidance of doubt, and subject to the requirements of the CVS Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or

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

iii. CA Abatement Accounts Fund Oversight

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

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

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

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

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

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C. CA Subdivision Fund

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

The CA Subdivision Funds will be allocated as follows:

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

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

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

D. Provision for State Back-Stop Agreement

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

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(Y), of the CVS Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the CVS Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel

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representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the CVS Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

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

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

5. State and Subdivision Reporting

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

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

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

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

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

6. Miscellaneous

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

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

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

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

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

Signature: _____

Name: _____

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—CVS 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***	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%**

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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%**
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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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 Cañada 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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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%**
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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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%**
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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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%**
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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APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
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%**

APPENDIX 1

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%**
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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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%**
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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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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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

Cost Reimbursement Procedure

1. Additional defined terms:

a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were not previously reimbursed and which were paid or incurred (i) prior to December 31, 2022 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting any CA Allocation Agreement(s) concerning a settlement with any Opioid Defendant(s). *Costs* does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.

b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section X and Exhibit R of the CVS Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the Distributor Settlement Agreement, Section XI and Exhibit R of the Janssen Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, or Section IX and Exhibit R of the Walmart Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.

c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.

d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating National Opioid Settlements with various manufacturers, distributors, and chain pharmacies.

b) Claims Procedure.

i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section X and Exhibit R of the CVS Settlement

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Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, Section IX and Exhibit R of the Walmart Settlement Agreement, Section X or Exhibit R of the Distributor Settlement Agreement, or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.

iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.

iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.

v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for

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reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.

vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section V(B)(2) of the CVS Settlement Agreement.

vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and CVS a report of the fees and expenses incurred by the Special Master pursuant to Section V(B)(2) of the CVS Settlement Agreement.

c) Claims Priority and Limitation.

i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.

ii. Final Awards of Costs that do not exceed seventy-five thousand dollars ($75,000.00) will be paid next in priority after the Special Master's approved invoices.

iii. Final Awards of Costs in excess of seventy-five thousand dollars ($75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.

iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.

v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.

vi. In no event shall more than $28 million of the total CA Subdivision Funds paid pursuant to the CVS Settlement Agreement, Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, Janssen Settlement Agreement, Walgreens Settlement Agreement, and the Walmart Settlement Agreement be used to pay Costs.

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d) Collateral Source Payments and Third-Party Settlement.

i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund. Any Plaintiff Subdivision that has submitted for reimbursement to any national fund and has not received a final determination by the First Claims Date may request that the settlement administrator withhold some or all of its payment from the CA Subdivision Fund in order to avoid repayment.

ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

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APPENDIX 3

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 CVS 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 CVS Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the CVS Settlement Agreement and CA CVS Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the CVS Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national 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 CVS Settlement.

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

Eric R. Delinsky
PARTNER
Zuckerman Spaeder LLP
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202-778-1831

January 27, 2023

VIA EMAIL

Renuka R. George, Esq.
Senior Assistant Attorney General
Healthcare Rights and Access, California Department of Justice
Office of Attorney General Rob Bonta
1300 I Street
Sacramento, CA 95814
Email: renuka.george@doj.ca.gov

Re: CVS Opioids Settlement Agreement

Dear Ms. George:

This letter summarizes the agreement reached between CVS and the State of California regarding the multistate CVS Settlement Agreement dated December 9, 2022 regarding opioid claims by states and subdivisions (the "Multistate CVS Settlement Agreement").

CVS Health Corporation and CVS Pharmacy, Inc., and all of their past and present direct and indirect parents and subsidiaries ("CVS"), and the State of California, by and through its Attorney General Rob Bonta, have agreed to the following modifications to the Multistate CVS Settlement Agreement in its application to California. For the avoidance of doubt, the limited modifications set forth below apply only to California and to no other state or territory.

Incentives B and C with 99% C Participation

- At 99 percent participation for both Incentive B and C, Incentive B is to be treated as 100 percent for California, while Incentive C remains at 99. Under this scenario, California would earn 92.6 percent of its maximum remediation share through base payments and Incentive B and Incentive C earnings. This percentage is subject to increases if Incentive D payments are earned.
- At 98 percent participation for Incentive B but 99 percent for Incentive C, Incentive B is to be treated as 99 percent for California, while Incentive C remains the same. Under this scenario, California would earn 91.2 percent of its maximum remediation share through base payments and Incentive B and Incentive C earnings. This percentage is subject to increases if Incentive D payments are earned.
- There are no other changes to Incentives B and/or C in the event of 99% participation for Incentive C.

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Incentives B and C with 98% C Participation

- At 98 percent participation for both Incentives B and C, Incentive B is to be treated as 99 percent for California. Under this scenario, California would earn 88.4 percent of its maximum remediation share through base payments and Incentive B and Incentive C earnings. This percentage is subject to increases if Incentive D payments are earned.
- There are no other changes to Incentives B and/or C in the event of 98% participation for Incentive C.

There are no other changes to Incentives B and/or C.

Incentive D Modifications

- 100 percent Incentive C participation = 6 percent Incentive D
- 99 percent Incentive C participation = 6 percent Incentive D
- 98 percent Incentive C participation = 7 percent Incentive D
- 97 percent Incentive C participation = 7 percent Incentive D
- 96 percent Incentive C participation = 8 percent Incentive D
- Below 96 percent Incentive C participation = 10 percent Incentive D

These limited California-specific modifications to the application of Incentives B and C were a necessary condition for California's decision to sign-on as a participating state to the Multistate CVS Settlement Agreement. The modifications to Incentives D were a necessary condition for CVS's agreement to the Incentive B and C modifications.

For the avoidance of doubt, all other terms and provisions in the Multistate CVS Settlement Agreement remain the same, including without limitation all participation tiers not specified above, all definitions, all release provisions, the ten-year payment schedule and all other terms and provisions of the payment schedule, and all other terms and provisions.

These terms shall be included in a stipulated judgment to be filed in a Superior Court in the State of California.

Sincerely,

Eric R. Delinsky
Counsel for CVS

8524664.1

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SO AGREED BY AND ON BEHALF OF THE STATE OF CALFORNIA:

Name: Renuka George
Title: Senior Assistant Attorney General
Date: 1/30/2023

Exhibit E
List of Opioid Remediation Uses

Schedule A
Core Strategies

Settling States and Exhibit G Participants may choose from among the abatement strategies listed in Schedule B. However, priority may be given to the following core abatement strategies ("*Core Strategies*").[1]

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. MEDICATION-ASSISTED TREATMENT ("*MAT*") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

C. PREGNANT & POSTPARTUM WOMEN

1. Expand Screening, Brief Intervention, and Referral to Treatment ("*SBIRT*") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("*OUD*") and other Substance Use Disorder ("*SUD*")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME ("*NAS*")

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;

4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE

Schedule B
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("*OUD*") and any co-occurring Substance Use Disorder or Mental Health ("*SUD/MH*") conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("*MAT*") approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("*ASAM*") continuum of care for OUD and any co-occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved mediation with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("*PAARI*");

    2. Active outreach strategies such as the Drug Abuse Response Team ("*DART*") model;

    3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("*LEAD*") model;

    5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

    6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions ("*CTI*"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome ("*NAS*"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("*PDMPs*"), including, but not limited to, improvements that:

    1. Increase the number of prescribers using PDMPs;

    2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

    3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increasing electronic prescribing to prevent diversion or forgery.

8. Educating dispensers on appropriate opioid dispensing.

G. <u>PREVENT MISUSE OF OPIOIDS</u>

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Funding community anti-drug coalitions that engage in drug prevention efforts.

6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("*SAMHSA*").

7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities providing free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and

to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("ADAM") system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 4, 2023
Agenda Item #: 3

Agenda Item: California Automated Permit Processing Program Grant Application

Executive Summary: In September 2022 the Governor signed Senate Bill 379 (Wiener, 2022) which requires most California cities and counties to implement an online, automated permitting platform that verifies code compliance and issues permits in real time or allows the city to issue permits in real time for a residential solar energy and storage systems. The California Energy Commission (CEC) is administering the CalAPP Program to support California cities and counties to establish required online solar permitting systems and is currently soliciting grant applications.

Requested Action / Suggested Motions: Pass a Resolution authorizing the Director of Development Services to submit a grant application to the California Automated Permit Processing Program for an amount up to $40,000 and authorizing the City Manager to execute grant documents if awarded.
Responsible Staff Member: Hilary Roverud, Director of Development Services

Responsible Staff Member: Hilary Roverud, Director of Development Services

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:

01-Staff_Report_-_Permit_Processing_Grant.docx
02-CalAPP Solicitation Manual.docx
03-Resolution - California Automated Permit Processing Grant.docx

City of South Lake Tahoe
Report to **City Council**

Meeting Date: April 4, 2023

Title: California Automated Permit Processing Program Grant Application

Location: Citywide

Responsible Staff Member: Hilary Roverud, Director of Development Services

Background: To meet its clean energy goals, California needs new renewable and storage resources, including rooftop solar and storage projects. Per the 2021 Senate Bill 100 Joint Agency Report, achieving 100% clean electricity in California requires an acceleration of the development of rooftop solar projects.

Previous legislation required cities and counties to administratively approve applications to install solar energy systems through the issuance of a building permit or similar nondiscretionary permit. The City has implemented a ministerial permit review and application checklist for solar energy system installations. Review of the application is limited to the building official's review of whether it meets all health and safety requirements of local, state, and federal law, as required by state legislation.

In September 2022 the Governor signed Senate Bill 379 (Wiener, 2022) which requires most California cities and counties to implement an online, automated permitting platform that verifies code compliance and issues permits in real time or allows the city to issue permits in real time for a residential solar energy system and for a residential energy storage system paired with a residential solar energy system that is no larger than 38.4 kilowatts alternating current nameplate rating. The legislation specifically requires cities and counties to implement an online, automated solar permitting platform (platform), such as SolarAPP+. SolarAPP+ is a web-based portal, developed by the National Renewable Energy Laboratory, that automates project plan review and produces code-compliant approvals to support building departments in quickly issuing permits for residential solar energy system installations. A city with a population of 50,000 or fewer that is not exempt shall satisfy the requirements by September 30, 2024.

The California Energy Commission (CEC) is administering the CalAPP Program to support California cities and counties to establish online solar permitting. CalAPP funding is intended to encourage cities and counties to further enhance permitting processes and accelerate processing and turnaround time, particularly regarding plan review. Overall, funding is intended to promote the development of residential solar and solar-plus-storage systems, greatly decreasing approval times, cutting permitting costs for local governments and homeowners, and helping California meet its greenhouse gas emission reduction goals through an easier installation process. The CEC is currently accepting CalAPP grant applications.

Discussion: The solicitation of applications for the California Automated Permit Processing Program grant funding opportunity is included as attachment 02. For a city with population less than 50,000 the maximum award amount is $40,000. Costs allowed to be covered by this grant include staff time, consulting services, equipment, training and three years of subscription and maintenance costs. If awarded, grant funds must be spent by May 31, 2027.

Financial Implications: If grant funds are awarded, upon Acceptance, funds should be appropriated into the Fiscal Year 2022-23 budget as follows:

Account# 27103110
Revenue 33244: Housing, Community Development Grants $40,000
Expense 46122: Software Purchases/Upgrades $40,000

Environmental Review: Application and acceptance of this grant is not a "project" subject to review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2) (continuing administrative or maintenance activities, such as purchases for supplies)

Policy Implications: The Development Services Department intends to implement an automated solar permitting platform concurrently with the City Council Strategic Plan Priority 5.2, Digital Government, Action Item 1, "Upgrade the CommunityPLUS permit tracking software to provide robust opportunities to increase workflow efficiencies and provide customer access to real time status and permit information."

Financial Impacts: If awarded, acceptance of these grant funds will offset the cost of implementing an automated solar permitting platform and compliance with state law.

GRANT FUNDING OPPORTUNITY

California Automated Permit Processing Program

GFO-21-402

Addendum 01

https://www.energy.ca.gov/funding-opportunities/solicitations

State of California

California Energy Commission

June 2022

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ATTACHMENTS

Attachment Number	Title of Section
01	Application Form ***(requires signature)***
02	Agreement Terms and Conditions

I. Introduction

NOTE: This solicitation is for the California Automated Permit Processing (CalAPP) Program and the solicitation documents are unique and different from other California Energy Commission solicitations. Please do not use attachments from other Energy Commission grant solicitations as this will result in disqualification (e.g., EPIC and FPIP programs).

A. Purpose of Solicitation

The purpose of this solicitation is to provide funding for California cities, counties, or cities and counties, to establish online, automated solar permitting. Senate Bill 129 (Skinner, Budget Act of 2021) appropriates $20 million in funding to the California Energy Commission (CEC) to support a funding program pursuant to this purpose.

Funding through CalAPP is available to all incorporated cities, counties, or cities and counties to implement an online, automated permitting platform that verifies code compliance and issues permits in real time for a solar energy system.

To meet its clean energy goals, California needs new renewable and storage resources, including rooftop solar and storage projects. Per the 2021 Senate Bill 100 Joint Agency Report, achieving 100% clean electricity in California requires an acceleration of the development of rooftop solar projects. CalAPP funding is intended to encourage cities and counties to further enhance permitting processes and accelerate processing and turnaround time, particularly regarding plan review. Overall, funding is intended to promote the development of residential solar and solar-plus-storage systems, greatly decreasing approval times, cutting permitting costs for local governments and homeowners, and helping California meet its greenhouse gas emission reduction goals through an easier installation process.

B. KEY WORDS/TERMS

Word/Term	Definition
Adoption	A term for when a new automated permitting platform is fully installed and operational for processing solar permits.
Applicant	The entity that submits an application to this solicitation.
Application	An applicant's written response to this solicitation.
Authorized Representative	*Authorized Representative*, the person signing the application form who has authority to enter into an agreement with the CEC.
CalAPP	California Automated Permit Processing Program
CAM	*Commission Agreement Manager,* the person designated by the CEC to oversee the performance of an agreement resulting from this solicitation and to serve as the main point of contact for the Recipient.
CAO	Commission Agreement Officer
CEC	State Energy Resources Conservation and Development Commission or, the California Energy Commission.
Days	*Days refers to calendar days.*
NOPA	*Notice of Proposed Award,* a public notice by the CEC that identifies award recipients.
Platform	Online, automated solar permitting platform
Project Manager	The person designated by the applicant to oversee the project and to serve as the main point of contact for the CEC.
Project Partner	An entity or individual that contributes financially or otherwise to the project (e.g., match funding, provision of a test, demonstration or deployment site), and does not receive CEC funds.
Recipient	An entity receiving an award under this solicitation.
Solicitation	This entire document, including all attachments, exhibits, any addendum and written notices, and questions and answers ("solicitation" may be used interchangeably with "Grant Funding Opportunity").
State	State of California

C. PROJECT SCOPE OF WORK

The applicant may apply for grant funding through CalAPP. Awarded applicants, in consultation with the local fire department, district, or authority, shall implement an online, automated solar permitting platform (platform), such as *SolarAPP+. SolarAPP+* is a web-based portal, developed by the National Renewable Energy Laboratory, that automates project plan review and produces code-compliant approvals to support building departments in quickly issuing permits for residential solar energy system installations. Attachment 1, the Grant Application Form, is the scope of work.

If choosing to adopt a tool other than *SolarAPP+*, the CEC will verify that it meets the following requirements:

1. The platform verifies code compliance and issues permits in real time to a licensed contractor for a solar energy system, or an energy storage system paired with a solar energy system, that is no larger than 38.4 kilowatts alternating current nameplate rating.
2. The platform is consistent with the system parameters and configurations of *SolarAPP+ as described in D.6, the Verification section of this solicitation* manual.

D. FUNDING

1. Amount Available and Minimum/Maximum Funding Amounts

There is **a minimum of $19,000,000** available for grants awarded under this solicitation. Funding levels vary based on population size of the applicant's jurisdiction, from a minimum of $40,000 to a maximum of $100,000 per awarded applicant. Funding amounts are the maximum that can be invoiced by the awardee to the CEC. The CEC will issue payment only for eligible costs supported by required documentation.

Applicant Population	Maximum Funding Award Amount
Less Than 50,000	$40,000
50,000 to 99,999	$60,000
100,000 to 200,000	$80,000
Greater Than 200,000	$100,000

2. Population Determination

The maximum funding award amount is determined by the latest population estimates as of January 1, 2021, or sooner and provisional population estimates as of January 1, 2022, provided by the State of California Department of Finance. Population estimates for each city and county can be accessed at https://dof.ca.gov/forecasting/demographics/.

County applicants shall NOT include the population of each city within that county for the purpose of identifying a corresponding award amount since each city can apply individually. A county's population for purposes of this GFO is considered the population outside of incorporated cities within the county's borders.

3. Statutory Funding Deadlines

Funding through CalAPP is available for encumbrance (funding reservation) until June 30, 2023, and available for liquidation until June 30, 2027. However, due to administrative deadlines, Recipients will have to complete activities, including final invoicing before the liquidation date. Deadlines to submit an application and complete funded activities are identified in Section E below.

4. Budget Costs

Allowable Costs only include reasonable amounts and rates for the following:

- Ongoing staff labor costs associated directly with the adoption, and maintenance of a qualifying online, automated permitting platform, including:
    - In-house staff time, including IT resources

    - Third-party consultation services
- Ongoing, in-house staff time spent on staff training specific to the platform.
- Ongoing costs associated with training installers, developers, and other external parties in the use of the system, including but not limited to:
    - Facility rental
    - Training printouts and materials
- Essential hardware or equipment necessary to support the adoption of a qualifying platform, which could not otherwise be completed without such hardware or equipment.
- Following the adoption of an online, automated permitting platform, a maximum of three years of maintenance and subscription costs for permit tracking software in support of the adopted permitting platform.
    - Maintenance may include adding support for energy storage paired with solar energy system permitting to an existing platform such as SolarAPP+.
- Jurisdictions that have started the process of adopting an automated, online solar permitting platform may still apply for funds to go towards any of the ongoing allowable costs in this list in order to complete their full adoption.

Unallowable Costs include:

- Software not related to the adoption of a qualifying online, automated permitting platform.
- Any costs incurred or activities conducted prior to entering into a grant agreement with the Energy Commission or incurred after the grant agreement has ended.
- Typically excluded items such as food and beverages.
- Fines and penalties.
- Advertising costs.
- Permit processing fees charged by operator of an online platform to the user.
- All other costs not identified as allowable.
- Unreasonable amounts or rates.

5. **Invoicing and Payment**

- Payment is issued as reimbursement for eligible costs.
- CAM will provide template invoice spreadsheet to Recipient.
- If invoicing for in-house staff time, the template invoice spreadsheet must identify the employee's name, hours worked, and billing rate to be included as a reimbursable expense.
- The first invoice must follow the successful adoption of a qualifying solar permitting platform and will be verified by CEC staff prior to payment approval. Following the first invoice after successful adoption, recipients may invoice as frequently as once per month during the grant agreement for post-adoption activities allowed under

section I.D.4. To avoid processing and workload delays, CEC staff highly encourage a frequency of no more than quarterly.

- Reimbursement is for:
  - **Paid Costs**. Paid costs are expenses which the Recipient has already made payment.
    - For invoicing, Recipient must submit paid invoices/receipts, or other supporting documentation for line-item expenses over $500.
    - For expenses under $500, Recipients will have to retain documentation in case it is requested by CEC staff, such as part of an audit.

6. **Verification**

The recipient shall submit the first invoice to the CEC following successful adoption of a qualifying permitting platform. The applicant will indicate on the invoice form that the platform has been fully adopted. CEC staff will verify successful adoption of a platform prior to approving payment of an invoice. The applicant agrees to assist CEC staff with verification, which may include:

- Verifying adoption of *SolarAPP+* with the National Renewable Energy Laboratory (NREL) or other authorized collaborating partner.
- Declaration and attestation of completed grant requirements.
- Written report, including screenshots, if the platform is not *SolarAPP+*.
- An online virtual meeting that includes screen-sharing a live demonstration of the platform and answering CEC staff questions.
- In-person site visit to demonstrate an in-house platform to CEC staff.
- Pictures, system overviews, and other items requested by CEC staff.

Applicants choosing to adopt a permitting tool other than *SolarAPP+* will be required to attest to minimum capabilities supported by the tool. Applicants must adopt a qualifying tool that:

- Performs an automated plan review for residential solar energy systems that completes automatic code compliance checks based on user inputs (such as a contractor), thereby enabling or otherwise issuing permits instantly when the project is confirmed as code compliant, without the need for human review.
- Supports online, immediate fee payment once an application is complete, which may include auto-invoicing of permit fee costs.
- Supports immediate generation of a permit job card following payment confirmation.
- Blocks noncompliant applications from receiving a permit.
- Either:
  - Stand-alone permitting tool; or
  - Integrates with current software and inspection platform already in use

CEC staff will review these capabilities during the verification process prior to approving payment of invoices.

7. **Reporting**

   Following adoption and verification of a qualifying platform, the Energy Commission may request, and the Recipient will provide if requested, annual data on the number of permits issued for solar energy systems and a solar energy system paired with an energy storage system including relevant characteristics of those systems, such as system capacity.

E. Key Activities Schedule

Key activities, dates, and times for this solicitation and for agreements resulting from this solicitation are presented below. An addendum will be released if the dates change for activities that appear in **bold.**

ACTIVITY	DATE	TIME[1]
Solicitation Release	June 1, 2022	
Deadline to Submit Applications	**May 1, 2023***	**11:59 p.m.**
Questions and Answers	Ongoing	
Anticipated Notice of Proposed Award Posting Date	Ongoing	
Anticipated Energy Commission Approval	Ongoing	
Anticipated Agreement Start Date	Ongoing	
Anticipated Agreement End Date	May 31, 2027	

* Because the encumbrance deadline for these funds is June 30, 2023, applicants filed late in the process up to the deadline might not receive funds if the CEC cannot process them in time (e.g., many applicants wait until the last minute and submit all at once). Accordingly, applicants are encouraged to apply as early in the application process as possible.

F. Questions

During the solicitation process, direct questions to the Commission Agreement Officer (CAO) listed below:

Kevyn Piper, Commission Agreement Officer
California Energy Commission
715 P Street
Sacramento, California, 95814
Telephone: (916) 827-9241
E-mail: Kevyn.Piper@energy.ca.gov

The CAO can answer administrative questions directly to applicants. But if questions of a technical nature arise, the CAO may answer by publicly posting questions and answers in order to provide all applicants the information at the same time. If an applicant discovers a conflict, discrepancy, omission, or other error in the solicitation at any time prior to 5:00 p.m. of the application deadline date, the applicant may notify the CEC in writing via electronic mail and

[1] Pacific Standard Time or Pacific Daylight Time, whichever is being observed.

request modification or clarification of the solicitation. The CEC, at its discretion will provide modifications or clarifications by either an addendum to the solicitation or by written notice to all entities that requested the solicitation.

Any verbal communication with a Commission employee or anyone else concerning this solicitation is not binding on the State and will in no way alter a specification, term, or condition of the solicitation. Therefore, all communication should be directed in writing via electronic mail to the assigned CAO.

G. Applicants' Admonishment & Responsibility

This solicitation manual contains application requirements and instructions. Applicants are responsible for **carefully reading** the solicitation, asking appropriate questions in a timely manner, ensuring that all solicitation requirements are met, submitting all required responses in a complete manner by the required date and time, and **carefully rereading** the solicitation before submitting an application. In particular, please carefully read the **Application and Evaluation Criteria and Grounds for Rejection** in Part IV of this Solicitation Manual and any other resource materials located at: https://www.energy.ca.gov/programs-and-topics/programs/california-automated-permit-processing-program-calapp.

Applicants are solely responsible for the cost of developing applications. This cost cannot be charged to the State of California. **Applicants should not submit any confidential information in their applications. Applications that include confidential information will be rejected**. All submitted documents will become public records upon its inclusion on the ongoing posting of the Notice of Proposed Awards.

In addition to any other right reserved to it under this solicitation or that it otherwise has, if the CEC determines, in its sole and absolute discretion, that if an agreement is not being successfully executed with an applicant in a timely manner, the CEC may cancel a proposed award and award funds to another applicant, if applicable.

H. Background

CalAPP is authorized with the passage of Senate Bill 129 (Skinner, Budget Act of 2021). The program is receiving $20 million from the General Fund (up to $1 million available for administrative costs). The funds appropriated shall be used to support a grant program for cities, counties, or cities and counties to establish online solar permitting.

Existing law requires every city, county, or city and county to develop a streamlined permitting process for the installation of small residential rooftop solar energy systems, and to approve administratively applications to install such systems through the issuance of a building permit or similar nondiscretionary permit.

This solicitation addresses solar permitting processes for city and county building departments by providing grant funding to further improve plan review and approval turnaround time, particularly for small residential rooftop solar energy systems. Improving permitting processes to issue permits quickly is intended to promote the development of solar and storage projects and support California's clean energy goals.

The Energy Commission is aware of proposed legislation that may impact CalAPP. if signed into law. Senate Bill 379, introduced by Senator Wiener in 2021, in its amended version as of May 13, 2022, may require CalAPP awardees to comply with the following provision if this bill is signed into law with existing provisions intact:

- Within one year of implementing an online, automated solar permitting system, a city, county, or city and county shall report annually to the Energy Commission on the number of permits issued for solar energy systems and an energy storage system paired with a solar energy system and the relevant characteristics of those systems.

If this or any other law is enacted that impacts CalAPP, applicants agree to comply with the provisions applicable to them.

II. Applicant Eligibility Requirements

A. Eligibility

Strikethrough Disclaimer: Strikethrough language contained within brackets to be removed. This solicitation is open to all California cities, counties, or cities and counties (including any incorporated towns [~~and villages~~]) that will have costs associated with establishing online solar permitting. Applications from any other entities will not be accepted. Grant applications must be completed and signed by an authorized representative of the applicant's jurisdiction or will be rejected as indicated in Section IV.E.

B. First-Come, First-Served

Applications for grant funding will be processed on a first-come, first-served basis. Qualifying applications for funding are intended to be accessible to any California jurisdiction interested in adopting a qualifying online, automated permitting platform such as *SolarAPP+*. Eligible applicants may only receive one award under this solicitation. Multiple applications submitted by the same applicant will be rejected. Staff will continue receiving and processing applications until funding is exhausted or until the application deadline, whichever is first.

Prospective applicants are encouraged to submit a complete application as soon as possible to ensure that funding remains available. Applications will be reviewed on a pass/no pass basis using criteria defined in this solicitation manual.

C. Terms and Conditions

Each grant agreement resulting from this solicitation will include terms and conditions that set forth the recipient's rights and responsibilities. By signing the Application Form (Attachment 1), each applicant agrees to enter into an agreement with the CEC to conduct the proposed project according to the terms and conditions that correspond to its organization, without negotiation. Standard terms and conditions are included as Attachment 2. Failure to agree to the standard terms and conditions by taking actions such as failing to sign the Application Form or indicating that acceptance is based on modification of the terms will result in **rejection** of the application. Applicants **must read** the terms and conditions carefully. The CEC reserves the right to modify the terms and conditions prior to executing grant agreements.

III. Application Organization and Submission Instructions

A. Application Content

Below is a description of application materials. Completeness in submitting all required information is critical for timely approval and successful implementation.

Application Form (Attachment 1)

This form requests basic information about the applicant and the project. The application includes an original form that includes all requested information. The application must be signed by an authorized representative of the applicant's organization or will be rejected as indicated in Section IV.E.

The application form collects information that will be used to develop and execute a grant agreement with the CEC. By signing this document, the applicant attests that all information provided is true and correct, and the applicant agrees to the terms of this solicitation.

B. Method For Delivery

The method of delivery for this solicitation is via email to the CalAPP program inbox, CalAPP@energy.ca.gov. This allows applicants to submit their electronic documents to the CEC prior to the date and time specified in this solicitation. Electronic files must be in Microsoft Word XP (.doc format) or PDF formats unless originally provided in the solicitation in another format. Attachments requiring signatures may be electronically signed or scanned and submitted in PDF format with a wet signature. **Applications received after the application due date and time may not be processed. Please note the CEC is not responsible for delays in submitting applications. The due date and time are based on when the CEC receives the application. If an applicant sends its application before the due date and time but it for whatever reason is delayed and the CEC does not receive it until after the deadline, the application will be rejected. Please plan accordingly.**

Applicants will receive an automated acknowledgement e-mail after submitting their application via email to the CalAPP program inbox. You may contact the Commission Agreement Officer identified in the Questions section of the solicitation for more administrative assistance.

IV. Evaluation and Award Process

A. Application Evaluation

Applications for grant funding will be evaluated and processed based on responses to the information requested in this solicitation on a first-come, first-served basis. Information collected in the application form (attachment 1) will be used to reach an award decision on a pass/no pass basis. A passing application for funding is intended to be accessible to any eligible jurisdiction interested in adopting a qualifying online, automated permitting platform. Submitted applications will be assigned to CEC staff and processed in the order they are received. Applications achieving a "no pass" mark will be reviewed by an Evaluation Committee for confirmation of that determination.

Staff will continue accepting and reviewing applications until funding is exhausted or until the application submittal deadline, whichever is first. Eligible applicants may only receive one award under this solicitation. Multiple applications submitted by the same applicant will be rejected.

Prospective applicants are encouraged to submit a complete application as soon as possible to ensure that funding remains available. Applications will be reviewed on a pass/no pass basis using criteria defined in this solicitation manual.

Applications will be evaluated in one stage:

Application Evaluation - Pass/No Pass

Applications will be submitted to the Evaluation Committee for review based on the Application and Evaluation Criteria in **Section E** of this Part.

- An application must achieve a "pass" in each section of the Application and Evaluation Criteria.
- Clarification Interviews: The Evaluation Committee may conduct optional telephone interviews with applicants during the evaluation process to clarify and/or verify information submitted in the application. However, these interviews may not be used to change or add to the content of the original application. Applicants will not be reimbursed for time spent answering clarifying questions.
- **All sections must receive a passing score for the application to be approved for an award.**

B. Notice of Proposed Award and Agreement Development

1. Notice of Proposed Award

Applications that achieve a "pass" in the evaluation criteria will proceed.

- CEC staff will post a **Notice of Proposed Award (NOPA)** on an ongoing basis at its discretion that includes: (1) the total funding amount; and (2) the amount of each award. The CEC will post the NOPA on its website, including an email to the program list serve. Proposed awards must be approved by the CEC.
- **Debriefings:** Unsuccessful applicants may request a debriefing after the release of the NOPA by contacting the Commission Agreement Officer listed in Part I via electronic mail. A request for debriefing must be received **no later than 30 calendar days** after the NOPA is released.
  Applications that are rejected or achieve a "no pass" mark may submit a new application according to the requirements outlined in the solicitation.

2. Agreements

Applications recommended for funding will be developed into a proposed grant agreement to be considered for CEC approval. Recipients may begin the project only after full execution of the grant agreement (i.e., signature by the Recipient and the CEC).

- **Agreement Development:** The Contracts, Grants, and Loans Office will send the Recipient a grant agreement for approval and signature. The agreement will include the applicable terms and conditions and will incorporate this solicitation and the application by reference. The CEC reserves the right to modify the award documents (including the terms and conditions) prior to executing any agreement.
- **Failure to Execute an Agreement:** If the CEC is unable to successfully execute an agreement with an applicant in a timely manner, it reserves the right to cancel the pending award and use the funds elsewhere, such as to fund the next eligible application.

C. Grounds to Reject an Application or Cancel an Award

Applications that do not pass the screening stage will be rejected. In addition, the CEC reserves the right to reject an application and/or to cancel an award for any reason, including any of the following:

- The application contains false or intentionally misleading statements or references that do not support an attribute or condition contended by the applicant.
- The application is intended to erroneously and fallaciously mislead the State in any way.
- The application does not comply or contains caveats that conflict with the solicitation, and the variation or deviation is material.
- The applicant has included a statement or otherwise indicated that it will not accept the terms and conditions, or that acceptance is based on modifications to the terms and conditions.
- The application contains confidential information or identifies any portion of the application as confidential.

D. Miscellaneous

1. Solicitation Cancellation and Amendment

It is the policy of the CEC not to solicit applications unless there is a bona fide intention to award an agreement. However, if it is in the State's best interest, the CEC reserves the right, in addition to any other rights it has, to do any of the following:

- Cancel this solicitation;
- Revise the amount of funds available under this solicitation, including maximum funding award amounts;
- Amend this solicitation as needed; and/or
- Reject any or all applications received in response to this solicitation.

If the solicitation is amended, the CEC will post it on the CEC's website at: https://www.energy.ca.gov/funding-opportunities/solicitations. The CEC will not reimburse applicants for application development expenses under any circumstances, including cancellation of the solicitation.

2. Modification or Withdrawal of Application

Applicants may withdraw or modify a submitted application before the deadline to submit applications by sending a letter to the Commission Agreement Officer listed in Part I. Applications cannot be changed after that date and time.

3. **Confidentiality**

   Though the entire evaluation process from receipt of applications up to the posting of the NOPA is confidential, **all submitted documents will become publicly available records** after the CEC posts applicant's name on the ongoing NOPA or the solicitation is cancelled. **The CEC will not accept or retain applications that identify any portion as confidential.**

4. **Solicitation Errors**

   If an applicant discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, the applicant should immediately notify the CEC of the error in writing and request modification or clarification of the solicitation. The CEC will provide modifications or clarifications by written notice to all entities that requested the solicitation. The CEC will not be responsible for failure to correct errors.

5. **Immaterial Defect**

   The CEC may waive any immaterial defect or deviation contained in an application. The CEC's waiver will not modify the application or excuse the successful applicant from full compliance with solicitation requirements.

6. **Disposition of Applicant's Documents**

   Upon the posting of applicant's name on the ongoing NOPA, its application and related materials submitted in response to this solicitation will become property of the State and publicly available records.

NOTE ABOUT SIGNATURES: The CEC may have waived the requirement for a signature on application materials for this solicitation. If a notice regarding CEC's waiver of the signature requirement appears here: https://www.energy.ca.gov/funding-opportunities/solicitations, the waiver applies to this solicitation. In the event of a conflict between the notice and any language in this solicitation regarding signatures, the notice will govern.

E. EVALUATION CRITERIA

Proposals will be evaluated based on the Evaluation Criteria below. **ALL items in the Evaluation Criteria must pass to be approved for a proposed award.**

APPLICATION AND EVALUATION CRITERIA

The Application Form (Attachment 1) must respond to each criterion below. The responses must directly relate to the solicitation requirements and focus as stated in the solicitation.

Evaluation Criteria	Pass/No Pass
1. Administrative Screening • The application is received by the CEC by the due date and time specified in the "Key Activities Schedule" in Part I of this solicitation and is received in the required manner (e.g., by e-mail). • **The application form is signed where indicated.**	
2. Complete Application • All required sections of the application form are complete, and all information provided is true and correct to the best knowledge of the applicant. • The applicant selected the correct funding amount according to the corresponding population size.	
3. Intention to Adopt Qualifying Platform • The applicant successfully identifies a qualifying permitting platform to implement as required in Section I.C. • For platforms other than SolarAPP+, the applicant clearly describes its capabilities and how it meets solicitation requirements.	

Resolution 2023-XXX

Adopted by the City of South Lake Tahoe
City Council

April 4, 2023

California Automated Permit Processing Program Grant Application

BACKGROUND

A. To meet its clean energy goals, California needs new renewable and storage resources, including rooftop solar and storage projects. Per the 2021 Senate Bill 100 Joint Agency Report, achieving 100% clean electricity in California requires an acceleration of the development of rooftop solar projects.

B. Senate Bill 379 (Wiener, 2022) requires most California cities and counties to implement an online, automated permitting platform that verifies code compliance and issues permits in real time or allows the city to issue permits in real time for a residential solar energy system and for a residential energy storage system paired with a residential solar energy system that is no larger than 38.4 kilowatts alternating current nameplate rating.

C. The California Energy Commission (CEC) is administering the CalAPP Program to support California cities and counties to establish online solar permitting.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED that the City Council of the City of South Lake Tahoe:

1. Authorizes the Director of Development Services to submit an application(s) to the California Automated Permit Processing Program for an amount up to $40,000.
2. Authorizes the City Manager or designee to execute in the name of the City of South Lake Tahoe, all grant documents, including but not limited to, applications, agreements, amendments, and requests for payment, necessary to secure grant funds and implement the approved grant project.
4. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines.
5. If awarded, authorizes acceptance of grant funds up to $40,000 and authorizes the Finance Director to load the budget into the Fiscal Year 2022-23 as follows:

   Account#27103110
   Revenue 33244: Housing, Community Development Grants $40,000
   Expense 46122: Software Purchases/Upgrades $40,000

Adopted by the City of South Lake Tahoe City Council on April 4, 2023 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

_____

Cristi Creegan, Mayor

Attest:

_____

Susan Blankenship, City Clerk

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 4, 2023
Agenda Item #: 4

Agenda Item: Contract with West Coast Paving for Pothole Repair on Pioneer Trail, Johnson Blvd and Park Ave

Executive Summary: The 2022-23 winter has created significant number of potholes throughout the City. The City Council will consider a contract with West Coast Paving, Inc., in the amount of $244,840, plus 10% contingency in the amount of $24,840 for pothole repairs on Pioneer Trail, Johnson Blvd and Park Ave. The pothole repairs will include grinding the pavement and using hot mix asphalt for a more permanent pothole repairs. Other roadways in the City will be treated with cold patch asphalt by City crews.

Requested Action / Suggested Motions: Pass a Motion authorizing and directing the Mayor to execute a contract with West Coast Paving for an amount of $244,840 and 10% contingency of $24,480 for pothole repair on selected roadways in the City.
CEQA Determination: The project is categorically exempt from CEQA review under CEQA Guidelines section 15301(c) (Existing Facilities).
Responsible Staff Member: Anush Nejad, Director of Public Works

Responsible Staff Member: Randy Carlson - Associate Civil Engineer (530) 542-6033
Mark Frisina - Resident Engineer (530) 542-7415

Reviewed and Approved By:
Anush Nejad, Director of Public Works
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:
01-Staff Report - Pothole Repair Contract.docx
02-Pothole Repair Contract.docx

City of South Lake Tahoe
Report to **City Council**

Meeting Date: April 4, 2022

Title: Contract with West Coast Paving for Pothole Repair on Selected Roadways

Location: Pioneer Trail, Johnson Blvd and Park Avenue

Responsible Staff Member: Randy Carlson (530) 542-6033

Background: The 2022-23 winter storms have created significant number of potholes throughout the city. Pioneer Trail, Johnson Blvd. and Park Avenue are high traffic volume roadways and have experienced significant potholes. City Staff has been repairing these potholes on an on-going basis. However, in order to repair these potholes, a contractor is required to apply hot-mix asphalt. City staff will continue repair of other potholes throughout the City using cold mix asphalt.

Issue and Discussion: The potholing services will be provided for three specific roadways:

1. Pioneer Trail
2. Johnson Blvd
3. Park Avenue

City staff have driven these corridors and measured the total area for treatment, which is approximately 7,530 Square Feet.

On March 16, 2023, the Public Works Department advertised the 2023 Pothole Repair Project on the City Planet Bids website. 292 vendors were notified. 14 bidders downloaded the bid documents. The Project bidding period closed on March 28, 2023. Public Works received two sealed bids, which were publicly opened and read aloud at the scheduled bid opening located at the City Public Works Building. The lowest responsible and responsive bidder was determined to be West Coast Paving Inc. with a bid amount of $244,840.00. The Engineer's Estimate for the bid was $275,000.

The bid results are as follows:

Name of Contractor	Bid Price
West Coast Paving Inc.	$244,840.00
Qualcon Contractors Inc.	$322,520.00

Financial Implications: The lowest responsive and responsible bid received for this project was from West Coast Paving Inc. in the amount of $244,840.00. Utilizing the City Paving Fund Account, there are sufficient funds to award the bid with the City's standard 10% contingency in the amount of $24,480.

The Street Overlay Program account currently has $3,467,566 available, which is primarily a combination of Measure S and Southwest Gas Reimbursement funds. To fund this contract, the following amounts are needed:

Expense Description	***Amount***
West Coat Paving Inc.	$244,840
10% Construction Contingency	$24,480
Materials Testing	$5,000
Labor Compliance Oversite	$5,000
TOTAL ANTICIPATED EXPENSES	$279,320

Environmental Considerations: This project is considered roadway rehabilitation and will not extend the boundaries of the existing roadways. As such, the project is exempt from Tahoe Regional Planning Agency (TRPA) permits and the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15301(c) (Existing Facilities). All applicable best management practices will be utilized to protect air and water quality during construction.

Policy Implications: The City Council has included Street Rehabilitation as one of their Strategic Priorities and Goals in their 2021-2026 Strategic Plan. This project will help accomplish the City Council's objective as well as provide adequate roadways for all to use.

CITY OF SOUTH LAKE TAHOE
DEPARTMENT OF PUBLIC WORKS

AGREEMENT

City of South Lake Tahoe

DEPARTMENT OF PUBLIC WORKS
AGREEMENT
for

2023 POTHOLE REPAIR PROJECT
PWC 23-30150005-01
CITY BID NO. 23-30150005-01-BN1

THIS AGREEMENT is made and entered into this _4th__ day of April 2023, by and between the City of South Lake Tahoe, a political subdivision of the State of California, herein designated "City", and West Coast Paving, herein designated as "Contractor."

WITNESSETH, that the City and the Contractor, in consideration of the mutual covenants hereafter set forth, agree as follows:

ARTICLE 1 - THE WORK

Contractor agrees to furnish all labor, tools, equipment, facilities, materials, transportation and services necessary to perform and complete, in a good and workmanlike manner, the **2023 POTHOLE REPARI PROJECT** as required pursuant to the Contract Documents.

ARTICLE 2 - COMMENCEMENT AND COMPLETION

The Work to be performed under this Agreement shall commence at the time as specified in the Notice to Proceed, and the Contractor shall diligently undertake the performance of the obligations as set forth in the Contract Documents to achieve Final Completion of the Work (as defined at Section 9.9 Special Provisions) on or before May 26, 2023 (the "Contract Time"). ***No grading or excavation or other land disturbance will be allowed between October 15th and May 1st; all Work shall be performed after the issuance of the Notice to Proceed, and Final Completion achieved within the contract time as set forth in these Contract Documents.***

The City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein, plus any extensions thereof allowed in accordance with the Contract Documents. The City and Contractor also recognize the delays, expense, and difficulties involved in proving the actual loss

suffered by the City if the Work is not completed within the Contract Time. Accordingly, instead of requiring any such proof, and pursuant to the Contract Documents, the City and the Contractor agree that as liquidated damages (but not as a penalty), the Contractor shall pay the City the sum of $500 for each calendar day beyond May 19, 2023, and continuing until Bidder achieves Milestone #1, Substantial Completion (per Document 00100, Article 1.04.A.1), and $500 for each calendar day beyond May 26, 2023, that portion of the Contract Time within which the Bidder is required to achieve Milestone #2, Final Completion (per Document 00100, Article 1.04.A.3).

In accordance with the Contract Documents, including, without limitation Document 00400.4.2 ("Bid Proposal"), the daily amount that Contractor may charge to the City for all delay costs, direct and indirect (and inclusive of all expenses and damages, including, without limitation, jobsite and home office overhead costs and extended general conditions) applicable to the first sixty (60) calendar days of Compensable Delay, if any, is Zero dollars per calendar day, the amount set forth by Contractor in Document 00400.4.2 ("Bid Proposal"). This sum shall represent the exclusive and sole amount (i.e., payment in full for any and all direct and indirect delay costs) that Contractor, on behalf of itself and subcontractors and suppliers, of every tier, shall receive for any and all Compensable Delay(s) during the first sixty (60) calendar days of actual, Compensable Delay at the Project. Delay costs that may arise from Compensable Delay, if any, beyond the first sixty (60) calendar days of a Compensable Delay, if allowable, shall thereafter be governed by, and subject to, the applicable provisions of Sections 8 and 9 of the Standard Specifications, as modified by the Special Provisions, and the Contract Documents.

ARTICLE 3 - CONTRACT PRICE

The City agrees to pay, and the Contractor agrees to accept, in current funds for the performance of the Work pursuant to the Contract Documents, the Contract Sum for the completion of the Work in accordance with the Contract Documents as follows:

BID ITEM NO.	BID ITEM DESCRIPTION	UNIT	BID QTY	UNIT BID PRICE	BID ITEM TOTAL
1	Mobilization	LS	1	$12,000	$12,000
2	Traffic Control	LS	1	$18,000	$18,000
3	Temporary Erosion Control	LS	1	$4,000	$4,000
4	Pothole Repair	SQFT	7530	$28.00	$210,840
	Daily Rate for Compensable Delay	Cal Day	60	$0.00	$0.00

TOTAL CONTRACT SUM <u>$244,840.00</u>

For the Total Contract Sum of two hundred forty-four thousand, eight hundred forty dollars and zero cents.

The above Total Contract Sum includes all allowances, if any, provided for in the Contract Documents.

Compensation for Unit Price Items shall be based upon the unit prices stated in the above schedule multiplied by the actual quantities or units of work and materials performed or furnished. Unit prices paid by the City may change depending on actual quantities or units of work completed in accordance with the Contract Documents.

ARTICLE 4 - PREVAILING WAGES

Pursuant to the provisions of California Labor Code, Sections 1770 to 1780, inclusive thereof, the Contractor, and any subcontractor, of any tier, shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

In compliance with Senate Bill 854 and the California Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit through the electronic certified payroll reporting (eCPR) system, as well as to the City.

Pursuant to the provisions of California Labor Code Section 1773.2, the Contractor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the Work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the City's office. The Contractor agrees that not less than said prevailing rates shall be paid to workers employed on this public works contract as required by Labor Code Section 1774. These rate determinations are found on the State of California Department of Industrial Relations' website at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

ARTICLE 5 - CONTRACT DOCUMENTS

The Agreement includes and incorporates by reference the Contract Documents for the Project, which consists of the following documents:

(a) Notice to Bidders (Document 00100);

(b) Instructions to Bidders (Document 00200);

(c) Bid Proposal (Document 00400);

(d) Bidder's Bond (Document 00410);

(e) Designation of Subcontractors (Document 00420);

(f) Self-Performance Declaration (Document 00425);

(g) Debarment and Suspension Certifications (Document 00430);

(h) Non-Collusion Declaration (Document 00432);

(i) Worker's Compensation Certification (Document 00435);

(j) Business and Professions Code Sections 7028.15 and 7031 Statement (Document 00440);

(k) Bidder's Statement of Financial Responsibility, Technical Ability and Experience (Document 00450);

(l) Equal Employment Opportunity Certification (Document 00460);

(m) Non-Lobbying Certification (Document 00465);

(n) Disclosure of Lobbying Activities (Document 00466);

(o) Agreement (Document 00500);

(p) Payment Bond Form (Document 00610);

(q) Performance Bond Form (Document 00620);

(r) Sample Escrow Agreement for Security Deposits In Lieu of Retention (Document 00630);

(s) Warranty/Guaranty Form (Document 00635);

(t) Acknowledgment of City Code (Document 00640);

(u) Bid Document Certification (Document 00650);

(v) The Standard Specifications of the State of California, Department of Transportation, dated 2018; the Standard Plans of the State of California, Department of Transportation, dated 2018, and the South Lake Tahoe Public Improvement and Engineering Standards;

(w) Special Provisions (which incorporate by reference, and, as specified, modify the Standard Specifications of the State of California, Department of Transportation, dated 2018; the Standard Plans of the State of California, Department of Transportation, dated 2018, and the South Lake Tahoe Public Improvement and Engineering Standards) (Document 00700);

(x) Supplemental Conditions (Document 00800), if any;

(y) General Requirements, if any;

(z) Construction Progress Documentation (Document 01300);

(aa) Technical Specifications;

(bb) Contract Drawings;

(cc) Addenda (numbers 1 to 1, inclusive; and

(dd) Permits from other agencies as may be required by law.

(ee) All Documents referenced as constituting the “Bid Documents” pursuant to Section 1.3 (“Bid Documents”) of the Special Provisions.

Exhibits to this Agreement are enumerated as follows:

- Exhibit A: Insurance Certificates and Endorsements
- Exhibit B: Payment Bond and Performance Bond

ARTICLE 6 - WORKERS' COMPENSATION

Contractor shall take out and maintain during the life of the Agreement, adequate and sufficient workers' compensation insurance for all Contractor's employees employed at the site of improvements, and, if any Work is sublet, Contractor shall require each subcontractor similarly to provide workers' compensation insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. If any class of employees engaged in Work under this contract at the site of the Project is not protected under workers' compensation law, Contractor shall provide, and shall cause each subcontractor to provide, adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify the City and the California Department of Transportation for any damage resulting to it from failure of either Contractor or any subcontractor to take out or maintain such insurance.

By its signature upon this Agreement, Contractor certifies that it has carefully reviewed and is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of the labor Code. Contractor, as a condition precedent to the commencement of its Work pursuant to the Agreement, shall comply with such provisions.

ARTICLE 7 - INDEMNITY AND INSURANCE

To the fullest extent permitted by law, including, without limitation, Civil Code section 2782, *et seq*., and in strict accordance with the Contract Documents, Contractor shall defend, indemnify, and hold harmless the City, its officials, officers, City Council members, employees, agent, the California Department of Transportation, the Project Manager, the Architect/Engineer, the Project consultants, and their respective principals, officers and employees, and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever related to, arising out of, or in connection with, Contractor's operations to be performed under this Agreement, and as otherwise set forth in Contract Documents, including, without limitation, Section 7-1.05A of the Standard Specifications, as modified by Section 7.11 of the Special Provisions. The obligations of defense and indemnity set forth in this Article, and in the Contract Documents, shall not be limited by any insurance requirements or obligations pursuant to the Contract Documents, and shall not extend to the sole negligence or willful misconduct of the City, or the active negligence of the City. The obligations arising from this Article shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity (including all duties to defend), which would otherwise exist as to a party, or person described elsewhere in the Contract Documents.

Contractor shall maintain the insurance coverage described in Section 7-1.06 of the Standard Specifications, as modified by Section 7.12 of the Special Provisions, throughout the performance of the Agreement, including any maintenance, warranty and/or guaranty periods. This Agreement shall not be operative until evidence of such insurance has been provided to, and approved by, the City as to form, amount, and carrier. Contractor shall not allow any subcontractor to commence Work at the Project until subcontractor provides evidence to Contractor and City that subcontractor has obtained insurance acceptable to the City.

ARTICLE 8 - NOTICES

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the address listed below:

Notices required to be given to City:
Public Works Director/City Engineer
City of South Lake Tahoe
1740 D Street
South Lake Tahoe, CA 96150-6251

Notices required to be given to Contractor:
West Coast Paving Inc.
P.O. Box 19102
Reno, NV 89511

Notices required to be given to any surety(ies):
LP Insurance
300 E 2nd Street Ste 1300
Reno, NV 89501

ARTICLE 9 - MISCELLANEOUS

9.1 Terms. Terms used in this Agreement will have the meanings indicated in the Contract Documents.

9.2 Assignment. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 Successors and Assigns. City and Contractor each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.4 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, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 South Lake Tahoe City Code. Contractor acknowledges that all pertinent provisions within the South Lake Tahoe City Code are incorporated by reference as though set forth in full herein, and, further, the failure of Contractor or any subcontractor, of any tier, to comply with any of its/their obligations under the Contract Documents, or the requirements of the South Lake Tahoe City Code, or any other applicable law, code, statute, or regulation, shall be deemed a material breach of the Agreement.

9.6 Third Party Beneficiary. Contractor expressly acknowledges the City's status as a third party beneficiary solely with respect to the performance to be rendered under each subcontract, of any tier, upon the Project, and, as a result, Contractor acknowledges that City possesses, *inter alia*, the rights enumerated within the South Lake Tahoe City Code as to the enforcement of obligations under subcontracts of any tier.

9.7 Regulatory Requirements. Contractor acknowledges that the Project is subject to requirements and regulations issued on behalf of various governmental and/or regulatory bodies, including, without limitation, the Lahontan Regional Water Quality Control Board and the Tahoe Regional Planning Agency, among others. Contractor agrees to fully and promptly comply with any and all requirements and regulations issued on behalf of such entities.

9.8 Governing Law. This Agreement and the Contract Documents shall be deemed to have been entered into in the County of El Dorado, State of California, and governed by California law. By entering into this Agreement, the Contractor consents and submits to the jurisdiction of Courts of the State of California, County of El Dorado, over any action of law, suit in equity, and/or other proceeding that may arise out of the Contract Documents.

IN WITNESS HEREOF, the said City of South Lake Tahoe, State of California, has caused this Agreement to be executed by its Mayor in its behalf, and the said Contractor has signed this Agreement the day and year first above written.

CITY OF SOUTH LAKE TAHOE

By_____
Cristi Creegan, Mayor

Date _____

CONTRACTOR:

By_____
Jeffrey Sander, President

Date _____

Business License No. 008425

APPROVED AS TO FORM:

By _____
Heather Stroud, City Attorney

ATTEST:

By _____
Susan Blankenship, City Clerk

Exhibit A

Insurance Certificates and Endorsements

Exhibit B

Payment Bond & Performance Bond

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 4, 2023
Agenda Item #: 5

Agenda Item: Termination of Proclamation of Local Emergency Due to Severe Winter Storms

Executive Summary: On March 14, 2023, the City Council ratified the proclamation of local emergency due to severe winter storms. This proclamation ensured the City was in the best position to garner the additional resources necessary to respond to the emergency conditions. The City's request for Public Assistance and Individual Assistance through the California Office of Emergency Services and Federal Emergency Management Agency is pending. Also on March 14, 2023, City Council requested that an item be brought back to consider a subsidy or reimbursement for residential snow removal. Staff is not recommending that such a program be established at this time because the urgent need has abated, and because of the significant costs and staff resources that would be required to stand up such a program and the challenges of establishing criteria to determine who should qualify for this assistance. Now that the emergency conditions have abated, staff recommends adopting a resolution to terminate the proclamation of local emergency in accordance with the California Emergency Services Act, which requires that the local emergency be terminated at the earliest possible date that conditions warrant.

Requested Action / Suggested Motions: Pass a Resolution terminating the proclamation of local emergency due to severe winter storms.
Responsible Staff Member: Heather Stroud, City Attorney

Responsible Staff Member: Heather Stroud, City Attorney (530) 542-6046
Joseph Irvin, City Manager (530) 542-6000

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance

Attachments:

01-Staff Report Termination of Local Emergency.docx
02-Resolution Terminating Local Emergency.docx
03-Res 2023-014 Ratifying Proclamation of Local Emergency.pdf
04-California Disaster Assistance Act Letter to CalOES.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: April 4, 2023

Title: Termination of Local Emergency Due to Severe Winter Storms

Location: Citywide

Responsible Staff Members: Heather Stroud, City Attorney (530) 542-6046
Joseph Irvin, City Manager (530) 542-6000

Background:
On March 8, 2023, the Director of Emergency Services issued a Proclamation of Local Emergency Due to Severe Winter Storms, which was ratified by City Council on March 14, 2023 by adoption of Resolution No. 2023-014.

The California Emergency Services Act, California Government Code section 8630, requires that the City Council review the need for continuing the local emergency at least every sixty (60) days until such local emergency is terminated. Under Section 8630(d), the City Council is required to terminate the local emergency at the earliest possible date that conditions warrant.

Under South Lake Tahoe City Code section 1.15.020, and consistent with the California Emergency Services Act, “emergency” is defined as “the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this city caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, avalanche, or earthquake, or other conditions, including conditions resulting from war or imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the city, requiring the combined forces of other political subdivisions to combat.”

On March 9, Governor Newsom proclaimed a state of emergency covering El Dorado County, and on March 10, President Biden approved a Presidential Emergency Declaration.

Issue and Discussion:
At the time the Proclamation of Local Emergency was issued on March 8, the City had received a series of back-to-back storms with multiple feet of snow resulting in heavy snow loads on roofs, road damage, and other infrastructure and property damage within city limits, and a warm atmospheric river with significant rainfall was forecast to begin on March 9 and last for several days. Within City limits, six buildings collapsed, nine suffered a partial collapse or accessory structure collapse, and 20 additional buildings were red-tagged due to structural concerns. Some the red-tagged buildings have now been resolved and can be occupied. The City also experienced localized flooding from the rain-on-snow event. The Director of Emergency Services activated the City’s Emergency Operations Center (EOC) on March 9 and deactivated it on March 20. During

this time, the City's EOC coordinated closely with the El Dorado County EOC and the Incident Management Team (IMT), which was activated within South Lake Tahoe and operated out of the City Council Chambers. The IMT was established under a unified command structure with South Lake Tahoe Fire Rescue (SLTFR), CalFire Amador-El Dorado Unit, and Lake Valley Fire Protection District.

The El Dorado County EOC and IMT acquired 8 strike teams of CalFire, Tahoe Douglas Fire Protection District, SLTFR, and other fire agency crews who assisted with flood mitigation and cleared snow from roofs with a focus on critical infrastructure such as South Tahoe Public Utility District sewer pump stations, county service buildings, Barton Hospital, senor living facilities, and schools. The State also sent a team of structural engineers and building inspectors to South Lake Tahoe area to assist with inspecting buildings with reported signs of damage from the snow load. In addition to critical public infrastructure, these resources were also deployed to assist several elderly and disabled residents in dire need of snow removal assistance because of observed structural damage.

Proclaiming a local emergency allowed the City to acquire more resources to deal with the storm and its aftermath, including requesting assistance from state and federal agencies and waiving normal procurement rules for repairs to City facilities and infrastructure. The City entered into several contracts for emergency snow removal and flood mitigation work. Emergency snow removal contracts to clear snow from roofs of city facilities including the police and fire stations, public works facilities, City Hall/Airport Terminal, transit facilities, recreation center, and ice arena totaled approximately $280,000. Emergency flood mitigation contract work to address localized flooding in the Woodbine, Keys Boulevard, and Eloise areas and to purchase related equipment totaled approximately $40,000.

At the City Council meeting on March 14, 2023, City Council requested (Robbins, seconded by Friedrich) that an item be brought back to Council to consider providing a subsidy or reimbursement to residents for roof snow removal on private property. While we recognize that roof snow removal has presented a physical and/or financial burden for all property owners during this series of heavy storms, staff does not recommend that the City Council establish a subsidy or reimbursement program at this time because of the significant cost and staff resources that would be required to stand up such a program and the challenges of establishing criteria to determine who should qualify for this assistance. At this point in time, the urgent need for snow removal has abated. Staff recommends that its efforts and resources be focused on providing expediting building permit processing for structural damage due to the winter storm emergency.

As required by the California Emergency Services Act, staff is requesting that City Council consider terminating the Proclamation of Local Emergency due to Severe Winter Storms now that the emergency conditions have abated.

Financial Implications:
The City has requested Public Assistance and Individual Assistance through El Dorado County from the California Office of Emergency Services and Federal Emergency Management Agency (see attached request letter). The City's Initial Damage Estimate is $14.2 Million, which includes the emergency response contracts summarized above as well as estimated damage to public and private property within City limits.

Environmental Considerations:
This action is not a project subject to environmental review under the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15378(b)(2), (5) because it is a continuing administrative activity and an organizational or administrative activity of the City that will not result in direct or indirect physical changes in the environment.

Policy Implications:
Proclaiming a local emergency when conditions warrant ensures that the City is in the best position to garner additional resources necessary to respond to the emergency and protect the general health and safety.

Resolution 2023-XXX

Adopted by the City of South Lake Tahoe
City Council

April 4, 2023

Terminating the Proclamation of Local Emergency Due to Severe Winter Storms

BACKGROUND

A. On March 8, 2023, the Director of Emergency Services issued a proclamation of local emergency in the City of South Lake Tahoe due to severe winter storms which began in late February 2023 with multiple feet of snow resulting in heavy snow loads on roofs, road damage, and other infrastructure and property damage within city limits.

B. Beginning on March 9, a warm atmospheric river resulted in significant rainfall lasting for several days, causing localized flooding and further property damage to public and private property because of the large existing snowpack.

C. On March 14, 2023, the City Council ratified the proclamation of local emergency issued by the Director of Emergency Services by adopting Resolution No. 2023-014.

D. California Government Code section 8630 requires that the City Council review, at least every sixty (60) days until such local emergency is terminated, the need for continuing the local emergency, and requires that the local emergency be terminated at the earliest possible date that conditions warrant.

E. The City Council has reviewed the need to continue the existence of the local emergency and finds that the local emergency does not continue to exist under Section 1.15.020 of the South Lake Tahoe City Code and Section 8558(c) of the California Government Code.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

Terminates the Proclamation of Local Emergency due to Severe Winter Storms.

Adopted by the City of South Lake Tahoe City Council on April 4, 2023, by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cristi Creegan, Mayor

Attest:

_____

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

Resolution 2023-014

Adopted by the City of South Lake Tahoe
City Council

March 14, 2023

Ratifying the Proclamation of Local Emergency Due to Severe Winter Storms

BACKGROUND

A. Under Section 1.15.030(C) of the South Lake Tahoe City Code, the Director of Emergency Services is empowered to issue a proclamation of local emergency if the City Council is not in session, to be ratified by the City Council within seven days thereafter.

B. Beginning in late February 2023, the City of South Lake Tahoe has received a series of back-to-back storms with multiple feet of snow resulting in heavy snow loads on roofs, road damage, and other infrastructure and property damage within city limits. A warm atmospheric river resulted in significant rainfall beginning on March 9 and lasted for several days, causing widespread flooding and further property damage to public and private property because of the large existing snowpack.

C. The severe winter storms have created conditions of extreme peril to the safety of persons and property within the territorial limits of the City of South Lake Tahoe, and these conditions are likely to be beyond the control of the services, personnel, equipment, and facilities of the City.

D. On March 3, 2023, the El Dorado County Sheriff proclaimed a local emergency for El Dorado County under the California Emergency Services Act, California Government Code section 8850 *et seq.*, due to the severe winter storms in February and March 2023, which was ratified by the El Dorado County Board of Supervisors on March 7, 2023, by adoption of Resolution No. 046-2023.

E. On March 8, 2023, the City Director of Emergency Services issued a Proclamation of Local Emergency Due to Severe Winter Storms for the reasons stated above.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Ratifies the Proclamation of Local Emergency Due to Severe Winter Storms, as issued by the Director of Emergency Services on March 8, 2023, attached hereto as Exhibit A.

2. Deems the local emergency to continue to exist until terminated by the City Council.

3. Directs the Director of Emergency Services to report to City Council at least every 60 days until terminated by the City Council as required by California Government Code section 8630.

Adopted by the City of South Lake Tahoe City Council on March 14, 2023 by the following vote:
Yes: Creegan, Friedrich, Bass and Wallace
No: Robbins

Cristi Creegan
Cristi Creegan (Mar 14, 2023 15:31 PDT)

Date: Mar 14, 2023

Cristi Creegan, Mayor

Attest:

Sue Blankenship (Mar 14, 2023 10:41 PDT)

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

Proclamation of Local Emergency Due to Severe Winter Storms

By the Director of Emergency Services

March 8, 2023

BACKGROUND

A. Under Section 1.15.030(C) of the South Lake Tahoe City Code, the Director of Emergency Services is empowered to issue a proclamation of local emergency if the City Council is not in session, to be ratified by the City Council within seven days thereafter.

B. Beginning in late February 2023, the City of South Lake Tahoe has received a series of back-to-back storms with multiple feet of snow resulting in heavy snow loads on roofs, road damage, and other infrastructure and property damage within city limits. Weather forecasts indicate a warm atmospheric river will result in significant rainfall beginning on March 9 and lasting for several days, which is expected to cause widespread flooding and further property damage to public and private property because of the large existing snowpack.

C. The severe winter storms have created conditions of extreme peril to the safety of persons and property within the territorial limits of the City of South Lake Tahoe, and these conditions are likely to be beyond the control of the services, personnel, equipment, and facilities of the City.

D. On March 3, 2023, the El Dorado County Sheriff proclaimed a local emergency for El Dorado County under the California Emergency Services Act, California Government Code section 8850 *et seq.*, due to the severe winter storms in February and March 2023, which was ratified by the El Dorado County Board of Supervisors on March 7, 2023, by adoption of Resolution No. 046-2023.

E. The City Council is not now in session and cannot immediately be called into session.

NOW THEREFORE, IT IS HEREBY PROCLAIMED THAT

1. I find that the conditions in Section 1.15.020 of the South Lake Tahoe City Code and Section 8558(c) of the California Government Code, relating to the proclamation of a local emergency are met, and that a local emergency now exists throughout the City of South Lake Tahoe.

2. During the existence of this local emergency, the powers, functions, and duties of the Director of Emergency Services shall be those prescribed by state law ordinances, and resolutions of the City of South Lake Tahoe, as well as the City of South Lake Tahoe's Emergency Operations Plan.

3. The Director of Emergency Services is authorized to obtain any and all assistance from local, county, state, and federal agencies, including but not limited to aid and assistance pursuant to the California Disaster Assistance Act.

4. The Director of Emergency Services may authorize emergency purchases under Section 3.45.070 of the South Lake Tahoe City Code as needed to address this local emergency.

5. The Director of Emergency Services may modify personnel policies as needed to address this local emergency and maintain essential City services.

6. The City of South Lake Tahoe is subject to immunity under Government Code section 8655 to the maximum extent provided by law for any actions taken in furtherance of addressing this local emergency.

7. This proclamation of local emergency shall continue for no more than seven days unless ratified by City Council.

Joseph Irvin
Director of Emergency Services/
City Manager

Date: 3/8/2023
11:55 AM

Approved as to Form:

Heather Stroud
City Attorney

Attest:
Susan Blankenship, City Clerk
City of South Lake Tahoe
3/8/2023

CITY OF SOUTH LAKE TAHOE
19 65
CALIFORNIA

Res 2023-014 Ratifying Proclamation of Local Emergency

Final Audit Report 2023-03-14

Created:	2023-03-14
By:	jo Mcdonough (jmcdonough@cityofslt.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAePkqCrhwwp_qAuju1zyImYLnPLOlizLX

"Res 2023-014 Ratifying Proclamation of Local Emergency" History

Document created by jo Mcdonough (jmcdonough@cityofslt.us)
2023-03-14 - 5:38:46 PM GMT- IP address: 128.92.136.146

Document emailed to Sue Blankenship (sblankenship@cityofslt.us) for signature
2023-03-14 - 5:40:28 PM GMT

Email viewed by Sue Blankenship (sblankenship@cityofslt.us)
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Document e-signed by Sue Blankenship (sblankenship@cityofslt.us)
Signature Date: 2023-03-14 - 5:41:02 PM GMT - Time Source: server- IP address: 128.92.136.146

Document emailed to ccreegan@cityofslt.us for signature
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Email viewed by ccreegan@cityofslt.us
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Signer ccreegan@cityofslt.us entered name at signing as Cristi Creegan
2023-03-14 - 10:31:50 PM GMT- IP address: 47.25.118.95

Document e-signed by Cristi Creegan (ccreegan@cityofslt.us)
Signature Date: 2023-03-14 - 10:31:52 PM GMT - Time Source: server- IP address: 47.25.118.95

Agreement completed.
2023-03-14 - 10:31:52 PM GMT

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Office of the City Manager
Joseph D. Irvin

March 14, 2023

Director Nancy Ward
California Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, CA 95655

RE: Request for Public Assistance – Severe Winter Storms 2023

Dear Director Ward:

On March 8, 2023, the City of South Lake Tahoe's Emergency Services Director proclaimed a local emergency due to severe winter storms, which was ratified by the City Council on March 14 (enclosed). The City activated its Emergency Operations Center as of 11am on March 9. We recognize and appreciate that on March 9, the Governor proclaimed a state of emergency covering El Dorado County and the City of South Lake Tahoe and requested a Presidential Emergency Declaration, which was approved on March 10, because the emergency conditions from the storms are beyond the control of the services, personnel, equipment, and facilities of the County and City, and emergency conditions require the combined forces of a mutual aid region to combat. To date, we have had 10 red-tagged structures, of which seven are collapses, including residential and commercial buildings from heavy snow loads within city limits and expect there will be more. We are also experiencing localized flooding from the rain-on-snow event that started on March 9 and is expected to continue through March 15.

The City also requests Public Assistance and Individual Assistance under the California Disaster Assistance Act and the Robert T. Stafford Act. We have enclosed an Initial Damage Estimate (IDE) and forwarded the IDE to El Dorado County OES to be included in the county-wide IDE. We look forward to continued partnership with your office on this and other emergencies impacting our communities.

Respectfully,

Joseph D. Irvin
Emergency Services Director/City Manager

cc: El Dorado County OES
State Senator Marie Alvarado-Gil
State Assembly Member Megan Dahle

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 4, 2023
Agenda Item #: 6

Agenda Item: 2022-2023 Master Fee Schedule

Executive Summary: A public hearing was conducted at the March 14th, 2023 meeting. The 2022-2023 Master Fee Schedule incorporates CPI adjustments, reflects continuing efforts to promote full cost recovery for certain fees, incorporates market comparisons, and adds new fees adopted by City Council over the past year. The Master Fee Schedule seeks to balance the City's cost recovery goals, market conditions, and overall policy considerations.

Requested Action / Suggested Motions: Pass a Resolution adopting the Annual Master Schedule of Fees and Charges for City Services.
Responsible Staff Member: Akemi Nishimura, Accountant I

Responsible Staff Member: Akemi Nishimura, Accountant I, (530) 542-6061

Reviewed and Approved By:
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance
Heather Stroud, City Attorney

Attachments:

01-Staff Report - 2023 Master Fee Schedule.docx
02-Resolution Master Fee Schedule 2023.docx
03-Master Fee Schedule 2023 (Exh. A to Reso.).pdf
04-Financial Policy.pdf
05-Master Fee Schedule 2023 (Red-Lined).pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: April 4, 2023

Title: 2022-2023 Master Fee Schedule

Location: Finance Department

Responsible Staff Member: Akemi Nishimura, Accountant I, (530) 542-6061;
Olga Tikhomirova, Director of Finance, (530) 542-7431

Background:
User fees in California are required to conform to the California Constitution (including Proposition 26) and statutory requirements including Government Code Sections 66014 through 66018.5. User fees imposed to provide specific services, to cover reasonable regulatory costs to issue licenses and permits, or for entrance to or use of city property are generally excluded from the definition of "tax" under Proposition 26. Section 1(e) of article XIIIC of the California Constitution describes these exceptions. One of these exceptions is regarding fees for the use of City property such as the campground. These fees are not limited to cost-recovery and the city can charge whatever the market will bear.

Issue and Discussion:
After a comprehensive user fee study in fiscal year 2014-2015 city staff continues to evaluate the fees and charges annually for appropriateness of the fee structure and the cost of the service provided. The comprehensive Financial Policies previously adopted by Council regarding user fees states:

> *The City provides certain services to its residents and businesses that are funded in whole or in part by fees that are intended to cover all or a portion of the cost of providing such services. To the extent User Fees do not cover the entire cost of providing such services, the General Fund subsidizes the additional expense. Careful examination of User Fees shall enhance the stability of the General Fund.*
>
> *…fees shall be adjusted by no less than the amount of the annual change in the Consumer Price Index.*

Staff's last CPI update was adopted by the City Council on March 15, 2022. It is fiscally prudent at this time to consider an adjustment of the fees by the CPI change that has occurred since the previously adopted period.

Consistent with the City Council motion passed at the February 19th, 2019 meeting, staff is using the San Francisco-Oakland-Hayward Urban All Items index (formerly the San Francisco-Oakland-San Jose Urban All Items index). This index has been historically utilized to apply an increase to those fees that are not restricted by either local market forces or otherwise dictated by state or local laws and ordinances. The current rate of increase is 4.88%. Excluded from the change are

fees that are bound by agreement or are limited by State or City Code. Further consideration for fee changes is as follows:

- Revenue derived from User Fees shall not exceed the cost of providing the overall service
- The method of collecting and assessing fees shall be as simple as possible
- Fee levels shall be sensitive to the market for similar services
- The cost recovery shall consider the community-wide benefit versus special benefit
- The cost recovery shall consider the financial benefit to the service user
- Consideration has been made for Proposition 26 requirements

The Master Fee Schedule attached shows the existing fees as well as the proposed fees to be in effect upon adoption by the City Council, or as soon thereafter as practical. Also noted is the dollar amount of the change, which in most cases is minimal.

AREAS OF EXCEPTION TO THE PROPOSED 4.88% INCREASE AND OTHER CHANGES:

Recreation Services: Per recommendations noted in the 2015 City Wide Fee Study, Recreation Program fees are market based. As such staff decided to reject CPI increase on some programs and accept it in other programs where fees were below market rate. Where CPI increase was rejected, the program fees were compared to similar providers in the area such as Kahle Community Center, Carson Valley Swim Center, and Incline Village Parks and Recreation.

Staff accepted CPI increases for Facility and Building Rentals based on the market rates and the high demand combined. Staff also proposed to clarify an existing cancelation fee on facility use permits of $50 as there is a wide range of rental uses, some of which reserve facilities six months or more in advance. For larger events staff proposed the flexibility to increase the cancelation fee accordingly. In addition, Bijou Community Park Parking Lot Rental fee was added to account for an increasing number of park events that include requests to close the park to vehicle traffic.

In keeping with the strategic priority of Recreation and Equitable Access, staff proposed Free Swim for Children 3 Years and Under with a Paying Adult, which is more in line with the local market.

Campground fees with hook-ups, as well as tent cabin fees, were removed as they are no longer available due to renovation as part of the 56-Acre Master Plan. As a replacement, Standard Cabin fees were added for wooden permanent structures located outside the construction zone. Existing campground fees were unchanged due to the ongoing renovation impacts and limited access.

Development Services: Staff proposed new fees under Building Permit & Inspection to clarify the fee types and rates and removed obsolete ones. Residential Suppression and Fire Safety fees were added for consistency with Fire Department.

New Special Event Permit fees were proposed in anticipation of Council adoption of new Special Event Guidelines, including a permit review fee of zero dollars for special events produced by a non-profit and free to the public per Council direction at the February 14th, 2023 meeting. Additionally, new fees were proposed for Qualified VHRs which are only allowed to operate 30 days in a permit cycle.

Per Resolution 2022-104, a review policy and fees were established in August 2022 for publicly visible art on private property. Resolution 2022-128 adopted in October 2022 established a cost recovery fee for General Plan, Community Plan, Area Plan and Plan Area Statement amendment

applications, which replaced the obsolete fees. These fees were not amended by CPI increase in the current schedule.

After the March 14th, 2023 meeting, an obsolete/duplicated fee for Special Event Review/Permit was identified, which has been redlined in the updated Master Fee Schedule provided as Attachment 5.

Public Works: Staff accepted all CPI increases for the current year except Transportation Permit, whereas the fees were significantly above market rate. These fees were compared to similar providers in the area such as Caltrans and El Dorado County.

Fire Department: Staff accepted all CPI increases for the current year. New Defensible Space Inspections fees were proposed to replace an obsolete one for AB38 (Real Estate Sale).

Police Department: Staff accepted all CPI increases for the current year except the Initial Alarm Permit Application fees, which was rolled back to the rate actually charged last year, and then increased by CPI. Furthermore, Parking Garage fees for Holidays and after-business hours were added for clarification per South Tahoe Joint Powers Parking Financing Authority Resolution 2018-01.

Airport: Per Resolution 2022-132, cost recovery fees were revised for Offices, Fuel Flowage Fee, Parking, and Hangars for one-year effective January 1st, 2023. Office spaces and parking fees were increased to meet fair market rates. Based on the Rates and Fees Study, Hangar and Storage Unit Rental fees were also updated and no longer differentiate between aeronautical and non-aeronautical use.

Per Resolution 2022-147, a new Aircraft Landing Fee Rate Structure was established effective January 1st, 2023 which replaced the obsolete fee table in the Master Fee Schedule. Staff accepted all CPI increases for existing fees except Movement Area Filming fee, which is a flat rate. Refundable and non-refundable security deposits were rolled back to appropriate rates as they are not subject to CPI increase. Airport Hangar Waitlist Fee was added to be more in line with similar providers and to filter out less committed applications.

City Clerk: Staff accepted all CPI increases for the current year except the Notary Service fee, which is determined by California Government Code Section 8211.

Finance: The passage of Measure B on June 5, 2012 precludes any CPI changes to the tax rate per $1,000 of gross receipts and sets the maximum annual tax of $20,000; therefore, no changes to the Business and Professions Tax Rates were proposed. Staff accepted CPI increases for Administrative and Business License Fees including Technology Fee, which was increased from $11 to $12.

Financial Implications:
Fees that are less than full cost recovery will be required to be subsidized by other General Fund revenues.

Environmental Considerations: This is not a “project” subject to review under the California Environmental Quality Act (CEQA) Guidelines section 15378(b)(5) (organizational or administrative activities that will not result in direct or indirect physical changes in the environment).

Policy Implications: Implementation of the recommended fees for Fiscal Year 2022-2023 is consistent with the City’s adopted Financial Policies of cost recovery for City provided services where applicable.

Resolution 2023-XXX

Adopted by the City of South Lake Tahoe
City Council

April 4, 2023

Adopting the Annual Master Schedule of Fees and Charges for City Services 2022-2023

BACKGROUND

A. User fees in California are required to conform to the California Constitution including Proposition 26 and statutory requirements including Government Code Sections 66014 through 66018.5. User fees imposed to provide specific services, to cover reasonable regulatory costs to issue licenses and permits, for entrance to or use of city property, and fines for violating the City Code are generally excluded from the definition of "tax" under Proposition 26. Section 1 (e) of article XIIIC of the California Constitution describes these exceptions.

B. Staff's last CPI update was adopted by the City Council on March 15th, 2022. It is fiscally prudent at this time to adjust fees by the CPI change that has occurred since the previously adopted period.

C. The City of South Lake Tahoe has conducted an analysis of the costs of its services, and wishes to recover the costs of providing services, such that general revenues are not diverted from general services to subsidize services.

D. Pursuant to Government Code Sections 66016 and 66018, certain specific fees to be charged for services must be adopted by the City Council by Resolution after providing and holding a public hearing. The City Council held a duly noticed public hearing on March 14, 2023.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Adopts the new fee amounts according to the implementation dates as set forth in the applicable codes and all fees and charges as presented in the Master Fee Schedule attached hereto as Exhibit "A."

Adopted by the City of South Lake Tahoe City Council on April 4, 2023 by the following vote:
Yes:
No:
Absent:
Abstain:

_____ Date: _____

Cristi Creegan, Mayor

Attest:

_____

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

City of South Lake Tahoe

Master Fee Schedule

CITY OF
SOUTH LAKE TAHOE

Adopted April 4th, 2023

CITY OF
SOUTH LAKE TAHOE

Master Schedule of Fees and Charges for City Services
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Recreation Complex

Fee Description	Unit	Adopted Fee 4/4/2023
FACILITY RENTALS		
Building Rental:		
Gymnasium	hourly	$67
Meeting Rooms, Recreation Complex	hourly	$37
Kitchen, Recreation Complex	hourly	$31
Senior Center Large Multi-Purpose Room	hourly	$61
Senior Center, Conference Room	hourly	$44
Senior Center, Arts & Crafts Room	hourly	$44
Public Shower Adult/discount for senior, disabled, youth	each	$3/$2
Non-Profit Organizations	25% Off Base Rate	25%
Recognized Local Youth Sport Organizations May Have Free Use of Meeting Rooms in the Recreation Complex	No Charge	$0
Group Rentals May Be Subject to $500 minimum or $1,500 maximum Security Deposit and/or Cleaning Fees at the Discretion of the City of South Lake Tahoe	$500 (Security Deposit)	$500 Minimum or $1,500 Maximum
Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe	$15 (Cancellation Fee)	$15 Minimum or$50 Maximum
Pool Rental (Per Hour):		
Swimming Pool Hourly Rental Rate	hourly	$80
Lifeguard Hourly Rate (Rental)	hourly	actual cost at fully burdened rate + overhead
Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe	$15 (Cancellation Fee)	$15 Minimum or$50 Maximum
Outdoor Park Facility Rentals:		
Alcohol Use Permit, City Sanctioned Public/Private Outdoor Facilities	each	$62
Bijou Park, Kiwanis Picnic Shelter (4 Hours)	hourly	$165
Bijou Park, Rotary Picnic Shelter (4 Hours)	hourly	$165
Recreation Complex Group Picnic Areas (4 Hours)	hourly	$165
Gazebos and Picnic Areas beyond 4 hour minimum rental	hourly	$44
Private Rental: Regan Beach West and Lakeview Commons (Per Hour; 2-Hour Minimum)	Mon-Thur $/hr	$211
	Fri & Sun $/hr	$273
	Sat $/hr	$332
Public Special Event Park Rentals:		
Lakeview Commons Special Event Rental, Attendance up to 500 persons	day	$1,039
Lakeview Commons Special Event Rental, Attendance 501-2,000 persons	day	$1,298
Bijou Bike Park or Skate Park Rental	day	$242
Disc Golf Course Rental for Tournaments & Special Events (Bijou Park)	day	$254
Bijou Park Concession (absent lease agreement)	day	$285
Bijou Park Sport Court (Per Day)	daily	$254
Late Payment Penalty Fee 10% of total rental fee due		
Bijou Community Park Parking Lot Rental	daily	$100
Community Playfield Parking Lot Rental	daily	$100
Special Event Vendor Fee	Not to Exceed $125 per event	Not to Exceed $125 per event
Non-Profit Organizations	25% Off Base Rate	25%
Late Payment Penalty Fee 10% of total rental fee due		
Group Rentals May Be Subject to $500 Security Deposit and/or Cleaning Fees at the Discretion of the City of South Lake Tahoe	$500 (Security Deposit)	$500
Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe	$15 (Cancellation Fee)	$15 Minimum or$50 Maximum
Facility Day Use (Includes Pool, Weight Room, Gym, Ping Pong, Foosball, Traversing Wall):		
Adult: 18-54 Year	each	$6
Youth: 18 Years and Under	each	$4
Senior 55 Years and Up or Permanent Disability	each	$5
Daily Day Rate for Medi-Cal, WIC , and Veteran Participants:		
Adult: 18 and Over	each	$3
Youth: 18 Years and Under	each	$2
Multi-Use Passes:		
Adult – 20 Use	each	$80
Adult – 90 Day	each	$160
Senior or Permanent Disability – 20 Use	each	$50
Senior or Permanent Disability – 90 Day	each	$120
Youth – 20 Use	each	$45
Youth – 90 Day	each	$95
Individual Annual Pass	each	$225
Family Annual Pass (up to 4 people)	each	$825
South Tahoe Recreation Passport	each	$22
Administrative Fee for replacement of annual passes only	each	$10
Non-Profit Organizations	25% Off Base Rate	25%

Recreation Complex (cont.)

Fee Description	Unit	Adopted Fee 4/4/2023
Swimming Programs:		
H2O Exercise: Adult 18-54 years	each	$7
H2O Exercise: Senior or Permanent Disability	each	$6
H2O Exercise: Adult 18-54 years - 10 Use Pass	each	$50
H2O Exercise: Senior or Perm Disability – 10 Use Pass	each	$40
H2O Exercise: Individual Annual Pass	each	$295
Swimming Lessons (Group) 8 Class Session	each	$47
Swimming Lessons (Group) 6 Class Session	each	$37
Private Lessons (25 minutes) 1 Student	each	$31
Private Lessons (25 minutes) 2 Students	each	$42
Private Lessons (25 minutes) 3 Students	each	$52
Children 3 years and Under Are Free with a Paying Adult for Recreation Swim Only	each	$0
Master Swim Drop In	each	$10
Master Swim Session (6 weeks)	each	$60
Non-Profit Organizations	25% Off Base Rate	25%
Youth and Teens:		
Star Camp Care (pre- and post-camp child care, per hour)	each	$8
Youth Adventure Camps	each	Fee based on production costs
Kid's Summer Day Camp	each	$35
Kid's Summer Day Camp (Weekly Fee)	each	$150
Kid's Summer Day Camp Multi-Child Discount	10% off base fee	10%

Golf Course

Fee Description	Unit	Adopted Fee 4/4/2023
9 Hole	each	$18
Senior	each	$16
9 Hole Youth (14 and under, fee valid after 12 pm daily)	each	$11
9 Hole Family (1 adult & 1 youth (14 and under), after 12pm daily)	each	$22
Add 9 Holes	each	$11
Twilight	each	$15
Cart Rental	each	$5
Club Rental	each	$15
Walker/Spectator	each	$5
Passes:		
20 Use	each	$240
10 Use	each	$135
10 Use Twilight (after 3 pm)	each	$110
10 Use Senior	each	$120
10 Use Family (1 Adult & 1 Youth (14 and under) after 12 pm daily)	each	$160
10 Use Youth (14 and under, valid after 12 pm daily)	each	$85
Individual Season Pass (no restrictions)	each	$450
Administrative Fee for replacement of annual passes only	each	$10

Campground

Fee Description	Unit	Adopted Fee 4/4/2023
Spring/Fall - No hook up, up to 6 people and 1 car (includes $10 infrastructure fee)	per day	$41
Summer - No hook up, up to 6 people and 1 car (includes $10 infrastructure fee)	per day	$45
Spring/Fall Standard Cabin (includes $10 infrastructure fee)	per day	$90
Summer Standard Cabin (includes $10 infrastructure fee)	per day	$90
Reservation Fee (non-refundable)	each	$10
Cancellation Fee (Inside 30 days from arrival date)	One night rental fee	$50
Cancellation Fee (Outside 30 days of arrival date)	each	$10
Dump Fee (charged to campers not staying in our campground)	each	$15
Extra person	each	$6
Visitor Day Use	each	$5
Pets	each	$2
Extra Vehicle (no holding tanks)	each	$6
Motorcycles and Electric Scooters	each	$3
Late Checkout Fees	per site	$10

Boat Ramp*		
Fee Description	**Unit**	**Adopted Fee 4/4/2023**
Day Use	per day	$17
Annual Pass	each	$138
***The Division of Boating and Waterways currently limits these fees to $17 for Day Use and $138 for an Annual Pass.**		

Ice Arena**		
Fee Description	**Unit**	**Adopted Fee 4/4/2023**
ICE ARENA:		
Learn to Play	n/a	Free
Morning School Skate	n/a	Free
School Skate Week (PE program)	n/a	Free
Military Discount (Served In combat area)	n/a	Free
Wounded Warriors (military event)	n/a	Free
Charity Events (i.e. St. Baldrick's), fees subject to review	n/a	Ice free all day
Ice Sheet Rental See schedule for rates by time	per hour	$491
Party Room Full (hourly - 1 hour minimum)	per hour	$88
SKATING PROGRAMS:		
Public Skate: Adult 18-54 years - varies	per person	$22
Public Skate: Youth (between 5-18 years) - varies	per person	$22
Public Skate: Child 5 & under - varies	per person	$8
Public Skate: Senior 55 & up - resident	per person	$8
Public Skate: Senior 55 & up - varies	per person	$22
Blue Card (available to frequent users/members)	each	n/a
Skate Rental	each	$4
Free Style - Drop - In	each	$17
Hockey - Drop - In	per person	$17
Hockey League: Adult 18-54 years, 10 games	each	$380
Hockey League: Single Game	each	$33
Hockey League: Youth	each	$113
SKATING LESSONS:		
Skate/Hockey School: per lesson	per lesson	$16
Private Skate lessons (1 student, 2 student, 3 or more)	per lesson	Varies by instructor
City Sponsored Ice Programs:		
Partnerships with City recreation programs	fee determined by program type and need	Fee determined by program type and need
Facility Rentals (various use agreements):		
Year Round Rentals for Rec Programs/Rec Center typically billed monthly	Refer to contract	Refer to contract
****The listed Ice Arena Fees represent the maximum allowable charges.**		

Development Services - Building

Fee Description	Unit	Adopted Fee 4/4/2023
Encroachment Permit:		
Encroachment Permit (each approach) includes overlays and replacements	each	$215
Encroachment Permit Existing	each	$215
Encroachment Permit Remove and Replace	each	$215
Building Permit & Inspection:		
Building Permit Fee (25% plan review deposit due with application) Valuation shall be determined at the discretion of the Building Official utilizing the most current square foot valuation based on the proposed use and type of construction as published by the International Code Council or construction contract value submitted by the applicant	% of valuation	2% of valuation - $250 minimum
Administrative Processing	per hour/ 1 hr min.	$122
Deferred Submittal or Revision	% of valuation	2% of valuation - $250 minimum
Active Building Permit Extension	each	$182
Building Plan Review Extension	each	$182
In House Plan Review Hourly Rate	per hour / 1 hr min.	$122
Expedited Plan Review	per hour / 1 hr min.	$242
Stop Work Notice of Violation	each	$407
Stop Work/Red Tag Permit Fee	each	2x the Building Permit Fee
Special Building Inspections	per hour / 1 hr. min. regular working hours per hour / 3 hr. min. outside of regular working hours	$169
Reinspection Fee	per work, for which an inspection was requested, is not ready for inspection	$169
Document Printing & Copying	per page	$0.10
Permit Technology Fee	each permit	$12
Illegal Unit Review	each	$1,053
Admin Fee for Cost of Collection on Liens, Nuisance, etc.	% of collection costs	% of collection costs
Temporary Certificate of Occupancy Application	each	$169
Express/Over The Counter Permit	each	$250
Residential Suppression Sys–50 hds/Dry Chem sys	per inspection	$236
Residential Suppression Sys-200 hds	per inspection	$575
Fire Safety Plan Review – SFD	each	$119
*Specific flat rate fees below are consolidated for consistency with minimum building permit fee		
Well Deconstruction (Electrical and Pluming Terminations)	each	$56
General Plan/Community Plan/Area Plan Maint. Fee	each	$1.09 per $1,000 valuation
Vacation Home Rental Fees:		
Vacation Home Rental Permit Inspection Fee	each	$164
Vacation Home Rental Permit Re-Inspection Fee	each	$99

Development Services - Housing

Fee Description	Unit	Adopted Fee 4/4/2023
Loan Subordination Fee	each	$2,057
Multi-Family Dwelling Inspection Fee	each unit	$99
Single Room Occupancy Inspection Fee	each unit	$99
Reinspection Service	per hour / 1 hr. min.	$169
Substandard Condition Inspection	each	$625

Development Services - Planning

Fee Description	Unit	Adopted Fee 4/4/2023
Allocations:		
Deposit – Building Permit	per application	$1,000
Residential Permit Processing	per living unit	$746
General Permits:		
Major General Planning Application (variance, special use permit, major design review, wireless communications facilities, small wireless communications facilities)	application	$3,064
Minor General Planning Application (minor variance, minor design review, eligible facilities request)	application	$970
Permit Revision and/or Permit Extension	each	$571
Categorical Exemption	each	$78
Negative Declaration Review	each	$4,201
Negative Declaration Preparation	each	$7,606
EIR/EIS	each	Cost of consultant + 25%

Development Services - Planning (cont.)

Fee Description	Unit	Adopted Fee 4/4/2023
Other Permits:		
Fence Permits	each	$277
Home Occupation Permit	each	$139
Minor Sign Review and Approval	each	$153
Major Sign Review and Approval	each	$381
Sign Application Revision	each	$153
Locally Unique Sign Application	each	$3,064
Minor Special Event Permit	each	$220
Major Special Event Permit	each	$437
Non-Profit Producer and Free to the Public - Special Event	each	$0
Temporary Use Permit	each	$656
Temporary Arts & Crafts Shows	per show	$673
Certificate of Compliance (Subdivision Map Act)	each	$845
Tentative Subdivision Map	each	$5,568
Condominiumization of Existing Residential Dev.	each	$5,726
Vacation Home Rentals:		
Vacation Home Rental Application fee	each	$521
Vacation Home Rental Permit – Annual Fee	4 or less occupants 5 to 8 occupants 9 to 12 occupants 13 or more occupants	$250 $500 $1000 $1,325
Vacation Home Rental Permit Master Report	report	$66
Qualified Vacation Home Rentals:		
Qualified Vacation Home Rental Application fee	each	$521
Qualified Vacation Home Rental Permit – Annual Fee	4 or less occupants 5 to 8 occupants 9 to 12 occupants 13 or more occupants	$100 $150 $200 $250
Hosted Rental Fees:		
Hosted Rental Permit	each	$274
Hosted Rental Annual Renewal Fee	each	$274
Cannabis Use Permit:		
Cannabis Use Permit	each	$5,536
Cost Recovery Deposit Amounts for Cannabis Use Permit and Development Agreement		
a) Retailer / Cultivator / Testing Lab/ Manufacturing/ Distribution	each	$22,864
b) Microbusiness	each	$24,069
Annual Inspection Fee	each	$1,999
Re-Inspection Fee	each	$851
Other Services:		
Zoning Letter	each	$241
Document Copying	page	$0.10
Planning Review of Building Permits	per hour/1 hr. min.	$122
Admin Fee for Cost of Collection on Liens, Nuisance, etc.	% of collection costs	25%
Historic Determination	each	$227
Public Notice Label Preparation	each	$223
Planning Documents:		
General Plan Amendment	each	Fully burdened hourly staff cost and/or cost of consultant-$8,855 deposit
Community Plan Amendment/Area Plan/Plan Area Statement	each	Fully burdened hourly staff cost and/or cost of consultant-$8,855 deposit
Annexation:		
Annexation	each	Fully burdened hourly staff cost
Mobile Vending:		
Location Permit	each	$571
New Vendor Permit	each	$172
Renewal Permit	each	$86
Publicly Visible Art On Private Property:		
Public Murals	each	$0
Non-mural Publicly Visible Art	each	$250

Public Works - Engineering

Fee Description	Unit	Adopted Fee 4/4/2023
Street/Property Abandonment	each	$3,119
Single-Family Residential Public Works plan review fee	each	$440
Multi-Family Residential Public Works plan review fee (6 units or less)	each	$508
Large Multi-Family Residential Public Works plan review fee (7 or more units)	each	$1,628
Commercial Development/Redevelopment Public Works plan review fee (less than 1 acre site)	each	$508
Commercial Development/Redevelopment Public Works plan review fee (greater than 1 acre site)	each	$1,628
GIS Fee (special requests for information/maps)	each	$330
Traffic Control Permit	each	$407
Grading Fee < 3 cubic Yards (no fee)	project	$0
Grading Fee 3 - 7 Cubic Yards	project	$539
Grading Fee 8 - 350 Cubic Yards	project	$911
Grading Fee 350+ Cubic Yards	project	$2,349
Parcel Merger/Lot Line Adjustment/Parcel Maps	each	$2,851
Final Subdivision Map	each	$6,616
Obstruction Permit	each	$292
Street Trench Permit (Greater Than 250 Cubic Yards)	each	$1,441
Encroachment (Street Cut) Permit/Minor	each	$729
Encroachment (Street Cut) Permit/Major; base + 1.5% of Construction value >$20,000	each	$729
Transportation Yearly Permit	each	$148
Transportation Single Permit	each	$105
Road Closure, One Day	day	$454
Road Closure, 2-30 days	days	$747
Monitoring Well Permit; price for each well up to 3 wells/locations. Greater than 3 is half price	each up to 3	$446
Monitoring Well Destruction, Each Well	each	$332
Private Trench Crossings in Addition to the Encroachment Fee	each	$388
Stop Work Fee	each	$687
Investigation fees (grading work > 3 cubic yards without a City or other TRPA/Water Board Permit)	each	$625
Storm water Inspection Fee: Commercial	each	$249
Storm water Inspection Fee: Commercial Reinspection	each	$125
Storm water Inspection Fee: Industrial	each	$311
Storm water Inspection Fee: Industrial Reinspection	each	$125
Easement Request/Review	each	$1,349
Time Extension – Existing Permits	each	Equal to cost of the existing permit base fee
Special Agreement Review; actual costs on a time and material basis using staff hourly rates against a deposit based on scope estimation	project	Actual
Reproduction Fee	per 23x26 sheet file plans and record maps	$4
Street Name Change; actual costs of City staff, equipment, and materials	each	Actual
Unapproved Work (ROW)/Correction Fee/Inspections of Repairs to City Infrastructure; deposit plus actual time and materials of various city staff	each	$900
Street and Traffic Sign Installation, Replacement and Traffic Control Striping; actual costs of City staff, equipment, and materials	each	Actual
Special Event Review; includes Base fee then scalable by event size	each	$3,443
Facility Setup/Takedown Fee; actual costs of staff which may include overtime if event is after normal business hours	each	Actual
Traffic Control Device Rental & Setup; minimum plus actual costs of equipment, labor and/or materials	each	$215
Use of Equipment; base fee plus actual costs of labor	each	Actual
Tentative Subdivision Map	each	$3,455
Condominiumization of Existing Residential Dev.	each	$1,634

Fire Department

Fee Description	Recovery USA	Unit	Adopted Fee 4/4/2023
Emergency Medical Service:			
Advanced/Basic Life Support, incident response		hourly	$507 + Medicare Mileage factor
Advanced/Basic Life Support – with standby to support air ambulance transport, incident response		hourly	$983/hr
Advanced/Basic Life Support – with engine standby for CPR, incident response		hourly	$983/hr
County Fire Services:			
Lake Valley Fire District Contract			Per agreement (with CPI)
Fallen Leaf Fire District Contract			Per agreement (with CPI)
Wild Land Fire Suppression Fee:			
Support Vehicle		hourly	CA OES rate
Pumping Engine		hourly	CA OES rate
Ladder Truck		hourly	CA OES rate
Motor Vehicle Accident:			
Level 1 Basic Response	X	hourly	$1,103
Level 2 Extrication	X	hourly	$1,672
Level 3 Multi Casualty	X	hourly	$2,453
Hazardous Materials Clean-Up:			
Level 1 Basic Response	X	hourly	$734
Level 2 Full Alarm Response	X	hourly	$2,453
Bomb Response/Bomb Squad:			
Level 1 Full Alarm Response	X	hourly	$1,103
Level 2 Full Alarm Engine Response plus TD Bomb Unit	X	hourly	$2,453
Pipeline Breakage/Power Line Incidents:			
Level 1 Single Engine	X	hourly	$1,103
Level 2 Full Alarm Engine Response	X	hourly	$2,453
Fire Hydrant Flow Test		hourly	$321
Witnessed Acceptance Test		hourly	$321
Fire Watch Service	X		Actual costs
Structure Fire Suppression (includes scene safety, initial investigation, traffic control, patient contact, hazard control)	X	hourly per engine	$2,453
		hourly per ladder truck	$2,453
Emergency Assistance to Boats/Water Incidents: Includes boat responses, swift water and ice rescues, etc.			
Level 1 Single Engine	X	incident	$1,103
Rescue: Includes working with Search & Rescue for victim recovery, Rope Rescue, etc.			
Level 1 in City	X	incident	$780
Miscellaneous Fees:			
False Alarm Responses 1st/2nd offense	X	response	$156/$261
Open Burning and Recreational Fires		inspection	$260
Arson Investigation - Includes scene safety, investigation, source ID, Arson dog, equipment use, mobile detection and report	X	investigation	At cost using fully burdened rate
Fire Investigation Reports		report	$9
Fire Incident Report		report	$46
Copies		page	$0.12
Photographs		See police fee	See police fee
Video Tape Duplication		See police fee	See police fee
Fireworks/Pyrotechnical Display Permit		permit	$427
Fire Dance Permit Annual Fee		permit	$214
Per Event Inspection		each	$56

Fire Department (cont.)

Fee Description	Recovery USA	Unit	Adopted Fee 4/4/2023
Miscellaneous Fees (cont.):			
Defensible Space Inspections for AB38 (Real Estate Sale)		per hour	$70
Defensible Space Inspections for Homeowners (includes tree marking)		per hour	$30
Expert Testimony (includes case preparation, documents, etc.)		per case	At cost using fully burdened rate
Special Event Review/Permit – Per Hour for Fire		hourly	$197
Expert Testimony (includes case preparation, documents, etc.)		per case	At cost using fully burdened rate
Special Event Review/Permit – Per Hour for Fire		hourly	$190
Fire Inspection Fees:			
Auto Alarm/Ext System – 10		per inspection	$236
Auto Alarm/Ext System – 100		per inspection	$575
Suppression Sys–50 hds/Dry Chem sys		per inspection	$236
Suppression Sys-200 hds		per inspection	$575
Underground Main <2”		per inspection	$115
Underground Main >2”		per inspection	$236
Board 7 Care Facility 7-50		per inspection	$132
Board 7 Care Facility 50+		per inspection	$326
Day Care Facility 6+		per inspection	$115
Fire Safety Plan Review – SFD		each	$119
Fire Safety Plan Review-MFD		each	$250
Basic Fire Inspection, <1k k sq. ft.		each	$92
Basic Fire Inspection, 1k - 4k sq. ft.		each	$128
Basic Fire Inspection, 4k - 9k sq. ft.		each	$153
Basic Fire Inspection, >9 k sq. ft.		each	$194
Child Care Inspection Occupancy Permit Non-Home		each	$103
Child Care Inspection Occupancy Permit Home		each	$103
Miscellaneous Fire Services		each	At Cost
Re-Inspection		each	$115
Operational Permit and Inspection CFC 105.6		each	$242
Tents Structure > 200 sq. ft.		each	$115

Police Department

Fee Description	Unit	Adopted Fee 4/4/2023
Special Business Regulation:		
Other Permits – New	each	$451
Other Permits – Renewal	each	$224
Pedicab Permit – Owner/Operator New	each	$250
Pedicab Permit – Owner/Operator Renewal	each	$88
Pedicab Permit – Driver New	each	$148
Pedicab Permit – Driver Renewal	each	$58
Sidewalk Vending Permit – New	each	$157
Sidewalk Vending Permit – Renewal	each	$26
Other Police Functions:		
Misdemeanor Booking	per booking	$42
Fingerprinting	each	$25
Live Scan Fingerprinting	each	$18
Local Criminal Clearance Letter	each	$10
Towed Vehicle Release	each	$157
Special Police Service	each	actual cost at fully burdened rate
DUI Incident Response – Police & Fire	incident	actual cost at fully burdened rate
Copy of Dispatch Event	report	$0.11
Civil Subpoena	each	$294
Restitution Rate	each	actual cost at fully burdened rate

Police Department (cont.)

Fee Description	Unit	Adopted Fee 4/4/2023
Other Police Functions (cont.):		
Subpoena Duces Tecum	page + hourly + microfilm	.10 + $25 per hour per person + $.20 per microfilm
Govt. Code Controlled Activities		actual cost at fully burdened rate
Other Special Activities	hourly	actual cost at fully burdened rate
Special Police Boat Service	hourly	actual cost at fully burdened rate
Equipment Reimbursement	each	Actual cost
Firearm(s) Release (by appointment only)	weapon	$42
Ski Run Blvd. Vehicle Control	hourly	actual cost at fully burdened rate
Police Report Copy	pages	$5
Tape Duplication – Audio	tape	$21
Tape Duplication – Video	tape	$21
Crime Scene/Police Photo Reproduction (CD photo)	CD	$21
Special Event Review/Permit (Small Event): 124 or less	permit	$83
Special Event Review/Permit (Medium Event): 125-299)	permit	$165
Special Event Review/Permit (Large Event): 300 or more	permit	$328
Non-Profit Special Event Review/Permit (Small Event): 124 or less	permit	$62
Non-Profit Special Event Review/Permit (Medium Event): 125-299)	permit	$124
Non-Profit Special Event Review/Permit (Large Event): 300 or more	permit	$246
Taxicab Fees:		
Taxicab Company Permit	Annual	$5
Taxicab Vehicle Permit	Annual per vehicle	$5
Taxicab Driver Permit	Annual	$26
Police False Alarm Response:		
1st & 2nd False Alarm		No charge
Excessive > 3 False Alarms	alarm	Per city code
Non Permitted False Alarm		Per city code
Initial Permit Application – Resident, 3 year period	permit	$39
Renewal Permit – Resident, every 3 years	permit	$19
Initial Permit Application – Business, 1 year period	permit	$39
Renewal Permit – Business, every year	permit	$19
Vacation Home Rentals:		
Vacation Home Rental Permit – Late Fee On Renewal	violation	Counted as violation
Vacation Home Rental Permit Master Report	report	$63
Vacation Home Rental Permit Label Report	report	$60 + cost of labels
Vacation Home Rental Permit – Annual Fee - Tourist Core	4 or less occupants 5 to 8 occupants 9 to 12 occupants 13 or more Fractional	$200 $350 $650 $850 $19.23 to $850
Parking Program:		
Parking Garage	per 20 min/daily max	$1.25/$25
Monthly Garage Pass April 1-Oct 31	each month	$125
Winter Full Week Pass Nov 1-Mar 31	each month	$175
6 Month Pass	per 6 months	$500
5 p.m. until 3 a.m.	$.50 per 20 min/up to $5	$.50 per 20 min/up to $5
Holiday Rates (can include days before/after Holiday)	Double Regular Rates	$2.50/$50
Parking validations - 1 packet of 50 - 1 hr validations	each packet of 50	$50
Electric Car Charging Electricity Fee	each	Rate as determined by STJPPA
Electric Car Charging Overstay Fee	each	Rate as determined by STJPPA
Parking – Bellamy/Transit Way	per 20 min/2 hr max	$1
Parking – Upper Ski Run (identified in map)	per contract	per contract
Parking Citation - Kiosk Violations	per violation	$41
Cannabis:		
Public Safety License Fee	each	$1,190 + $85 x's # of employees (fingerprint/background)
Public Safety License Renewal Fee	each	$1,190 + $85 x's # of employees (fingerprint/background)
Public Safety Mitigation Fee Amounts:		
Retailer	each	$13,750
Microbusiness with Retail	each	$21,250
Testing Lab/Manufacturer, Cultivator, Distributor, Microbusiness without Retail	each	$7,500
Delivery Component	each	$5,000

Police Department (cont.)

Fee Description	Unit	Adopted Fee 4/4/2023
Shared Mobility:		
Shared Mobility Device Fee	per device	$79
Parking Citations:		
City Code:		
4.25.300 - Parking, Restricted Parking	Occurrence	$75
4.25.330 - No Stopping Zone	Occurrence	$75
4.25.360 - Time Limited Parking Zone	Occurrence	$55
4.25.370 - Parked in Excess of 72 Hours	Occurrence	$75
4.25.410 - Parked Wrong Side of Street	Occurrence	$25
4.25.440 - Designated Taxi Zone / Bus Stop	Occurrence	$75
4.25.590 - Parking Garage Payment Required	Occurrence	$75
4.25.600 - Parking Garage Parked within Parking Space	Occurrence	$55
4.25.620 - Use of Entrance and Exit	Occurrence	$75
4.25.740 - Paid Parking - No Ticket	Occurrence	$75
4.25.750 - Paid Parking Time Expired	Occurrence	$75
4.25.840 - Residential Parking / Permit Zone	Occurrence	$75
4.95.050 - Private Property - Restrictions	Occurrence	$200
7.05.420 - Area restricted-Snow Removal	Occurrence	$205
All other City Parking Codes	Occurrence	$75
California Vehicle Codes:		
21113 - Parking on Public Grounds	Occurrence	$75
21113(a) - Unauthorized parking on public grounds	Occurrence	$75
21211(b) - Park in bike path	Occurrence	$75
21211a - Blocking designated bicycle path	Occurrence	$75
22500.1 - Parked In Fire Lane	Occurrence	$105
22500a - Park Within Intersection	Occurrence	$75
22500b - Park on Crosswalk	Occurrence	$75
22500d - Park Within 15ft Fire Station driveway	Occurrence	$105
22500e - Block Driveway	Occurrence	$75
22500f - Park on a Sidewalk	Occurrence	$75
22500g - Obstructing Traffic/HWY Construction	Occurrence	$105
22500h - Double Parking	Occurrence	$75
22500i - Park in Bus Loading Zone	Occurrence	$75
22507.8(a) - Handicap Disabled Only	Occurrence	$455
22507.8(b) - Block Disabled Stall/Space	Occurrence	$455
22507.8c - Parked in Handicap Crosshatch	Occurrence	$455
22514 - Within 15ft of Fire Hydrant	Occurrence	$105
22515 - Unattended Running Vehicle	Occurrence	$75
22523(b) - Abandoned Vehicle	Occurrence	$250
4000a - Expired Registration	Occurrence	$75
5204(a) - No Tabs	Occurrence	$75
All other California Vehicle Codes	Occurrence	$75
Administrative Citations*		
City Code:		
3.35.040 - No Business License	Occurrence	$100
3.50.380 (B) - Unpermitted VHR - Owner Responsible	Occurrence	$1,000
3.50.440 (A) - Vacation Home Rental (Maximum Occupancy - Occupant and Owner Responsible)	Occurrence	$500
3.50.440 (B) - Vacation Home Rental (Parking Space Availability - Owner Responsible)	Occurrence	$250
3.50.440 (C)- Vacation Home Rental (Commercial Activity Prohibited - Occupant and Owner Responsible)	Occurrence	$500
3.50.440 (D) - Vacation Home Rental (Compliance with SLTCC - Owner Responsible)	Occurrence	$1,000
3.50.440 (E) - Vacation Home Rental (Posting of Permit - Owner Responsible)	Occurrence	$1,000
3.50.440 (F) - Vacation Home Rental (Marketing/Advertising Requirements - Owner Responsible)	Occurrence	$1,000
3.50.440 (G) - Vacation Home Rental (Authorization to Inspect - Owner Responsible)	Occurrence	$1,000
3.50.440 (H) - Vacation Home Rental (Outdoor Spas/Hot Tubs prohibited between 10 p.m.-8 a.m. - Occupant and Owner Responsible)	Occurrence	$500
3.50.440 (I) - Vacation Home Rental (Interior Signage - Owner Responsible)	Occurrence	$1,000
3.50.440 (J) - Vacation Home Rental (Exterior Signage - Owner Responsible)	Occurrence	$1,000

Police Department (cont.)

Fee Description	Unit	Adopted Fee 4/4/2023
Administrative Citations (cont.)*		
City Code:		
3.50.440 (K) - Vacation Home Rental (Parking Requirements - Occupant and Owner Responsible)	Occurrence	$250
3.50.440 (L) - Vacation Home Rental (Noise and Amplified Music Prohibited between 10 p.m. - 8 a.m. - Occupant and Owner Responsible)	Occurrence	$500
3.50.440 (M) - Vacation Home Rental (Emergency Lighting - Owner Responsible)	Occurrence	$1,000
3.50.440 (N) - Vacation Home Rental (Lighting Design - Owner Responsible)	Occurrence	$1,000
3.50.440 (O) - Vacation Home Rental (Parking of Commercial Vehicle - Occupant and Owner Responsible)	Occurrence	$250
3.50.440 (P) - Vacation Home Rental (Records Relating to VHR - Owner Responsible)	Occurrence	$1,000
3.50.440 (Q) - Vacation Home Rental (Camping Prohibited - Occupant and Owner Responsible)	Occurrence	$500
3.50.440 (R) - Vacation Home Rental (Trash/Bear Boxes Required - Owner Responsible)	Occurrence	$1,000
3.50.450 Vacation Home Rental (Operating without a Permit)	Occurrence	$1,000
4.150 - Refuse and Garbage	Occurrence	$150
4.35.020 - No Operator License - Mobile Vending	Occurrence	$100
4.40.020 - Nuisances Generally	Occurrence	$50
4.40.030 - Outdoor Display	Occurrence	$100
4.40.040 - Nuisances Generally - Noise	Occurrence	$100
4.45.040 - Abandoned Vehicle	Occurrence	$150
4.50.030 - Illegal Dumping	Occurrence	$1,000
4.50.050 - Unsuitable Trash Container - Commercial	Occurrence	$300
4.50.050 - Unsuitable Trash Container - Residential	Occurrence	$150
4.55 - Graffiti	Occurrence	$50
4.60 - Abandoned or Damaged Structure	Occurrence	$1,000
4.135.010 Police Service	Occurrence	$500
4.140.100 Private Patrols	Occurrence	$25
6.05 - Handbills	Occurrence	$100
6.10.160 - Exterior Lighting	Occurrence	$100
6.15 - Building Code Violation	Occurrence	$100
6.40 - Political Signs	Occurrence	$100
6.40.050 - Noncompliant Sign	Occurrence	$100
6.40.080 - Garage Sale Signs	Occurrence	$50
6.55.280 - No Home Occupation Permit	Occurrence	$100
6.55.810 - Marijuana	Occurrence	$1,000
7.05 - Sidewalk Snow Removal	Occurrence	$100
7.05.500 - Placing Snow in Right-of-Way	Occurrence	$100
7.05.560 - Sidewalk Snow Removal	Occurrence	$100
All Code Violations Not Listed Above or Specified in the Code	Occurrence	$250

***The fines for a second and any subsequent violation within a 12-month period for all violations with the exception of Vacation Home Rental violations will be double that of the previous fine assessed. The above penalties shall not supersede fines and penalties listed in the current City Code for specific violations. Under no circumstances shall a penalty be greater than $1,000.00**

Airport

Fee Description	Unit	Adopted Fee 4/4/2023
Offices	square foot or agreement	$2.30
Ground Lease Rate	square foot or agreement	$0.34
Gratuitous Transportation	vehicle	$58
Conference/Meeting Room hourly rental	hour	$31
Conference/Meeting Room daily rental	day	$309
Restaurant Facilities	Per agreement	Per agreement
Airport Terminal Lobby (upper/lower) hourly rental	hour	$61
Airport Terminal Lobby (upper/lower) daily rental	day	$372
Advertising	Negotiated	Negotiated
Advertising "Paper" Pick-Up Ads	monthly	$79
Rental Car Ground Lease Area	Negotiated / Market Rate Conditions	Negotiated / Market Rate Conditions
Other Use of Terminal	Negotiated	Negotiated
Commercial Filming:		
Small Scale Commercial Filming (less than 50 persons); waived if City promotion	per day/winter	$449
Small Scale Commercial Filming (less than 50 persons); waived if City promotion	per day/summer	$748
Large Scale Film Production (film crew larger than 50 persons) – Prep / Strike Location	per day	$335
Large Scale Film Production (film crew larger than 50 persons) – Filming Days	per day	$5,575
Airport Escort Required on Filming Days	per day	$279
Movement Area Filming (Runway and/or Taxiway)*	per day*	$2,500*
Large Scale Filming (more than 50 persons) Security Deposit	Negotiated	Based on Location Agreement
Large Scale Film Production (film crew larger than 50 persons) – City Film Support for Permits, Police, Fire, etc.	Per Hour	Fully Burdened Rate of Employee Used
***Any filming conducted on runways or taxiways defined as the Movement Area by the Federal Aviation Administration will have a $2,500 per day additional fee on top of other rates.**		
Aviation Use of Airfield		
GA Ramp Fee for A/C under 5,000 lbs	day	$10
GA Ramp Fee for A/C over 5,001 lbs "paid with landing fee"	day	$24
Monthly Tie Down Fee	Flat Rate	$75
Landing Fee	Helicopter Takeoff Weight	
	3,001+	$50.00 flat rate
Landing Fee	FixedWingTakeoffWeightPer1,000lbs.	
	5,501 - 19,000	$8.00
	20,000 - 49,000	$10.00
	50,000+	$12.00
Fuel Flowage Fee	per gallon/per agmt	$0.20
Building:		
All Hangars (Box and Tee)	per square foot	$0.96
All Storage Units (Aeronautical Use)	per square foot	$0.96
All Storage Units (Non-Aeronautical Use)	per square foot	$0.96
Other Fees:		
Parking	per space	$100
Airport Parking Lot Rental 100 Spaces	1/2 Parking Lot	$1,115/day
Ground Transportation - Limousine; yearly	per company	$740
Gratuitous Transportation – Taxi Cab; yearly, negotiable	vehicle	$37
North GA or Terminal Ramp; hourly, 300 linear feet full width	hourly	$309
North GA or Terminal Ramp; day, 300 linear feet full width	day	$3,713
Taxiway A between H and J– North End; hourly	hourly	$309
Taxiway A between H and J– North End; daily	day	$3,713
Airport Technician	Fully burdened hourly rate	Fully burdened hourly rate
Dump Truck, Sander, Grader, Loader	hourly	$211
Carpet Cleaning; includes equipment use +actual costs of City staff	hourly + actual	Fully burdened hourly rate
Airport Hangar Waitlist Fee	each	$250
Airport Lease Security Deposit (refundable deposit)	each	$750
Airport Key Card (refundable deposit)	each	$50
Lost/Stolen Key Card Replacement (non- refundable)	each	$50
Airport Hangar Key (refundable deposit)	each	$25
Lost/Stolen Hangar Key Card Replacement (non- refundable)	each	$25
****Local Emergency Agency Partners conducting training exercises to improve interagency airport emergency response is exempted from use fees.**		

City Clerk

Fee Description	Unit	Adopted Fee 4/4/2023
Appeals	per appeal	$362
Document Printing and Copying, .10 per page plus postage	document page	$0.10
City Council Chambers Use Application Fee	per application	$26
City Council Chambers Rental, M-F, 8-5 p.m.	per hour	$42
Video Meeting Electronic File Transfer, 1 per Drive	Thumb Drive	$5
Verbatim Transcript Service	actual outsource cost	hourly or actual outsource cost
Notary Service	per signature	$15
Notary Service - Providing California Notary Acknowledgement or Jurat Form	per form	$1
Agenda Mailing Service, .10 per page plus postage	agenda	.10 per page plus postage
Filming Application Fee	application	$187
Public Property Use Fee (for filming only)	use	$730
Temporary Sign Deposit (yard signs)	campaign	$166

Finance

Fee Description	Unit	Adopted Fee 4/4/2023
Business and Professions Tax Rates:		
Schedule A (per $1,000 gross receipts)	per 1,000 gross receipts	$1.07
Schedule B (per $1,000 gross receipts)	per 1,000 gross receipts	$1.62
Schedule C (per $1,000 gross receipts)	per 1,000 gross receipts	$2.14
Schedule D (per $1,000 gross receipts)	per 1,000 gross receipts	$2.69
Schedule E (per $1,000 gross receipts)	per 1,000 gross receipts	$3.22
Schedule N (non-profit 501(c)(3); veterans; etc.)	n/a	$0.00
Maximum Annual Amount of Tax (Measure B, June 2012)	application	$20,000
Administrative Fee – New license application (Including $12 Business License Technology Fee)	application	$81
Administrative Fee – New Business One Time 6 Month License Application	application	$40
Administrative Fee – Annual Renewal (Including Business License Technology Fee)	application	$63
AB1379 (amended SB1186; ADA info and access fee - State of CA mandated; effective 1/1/2018 through 12/31/2023)	per business certificate	$4
Business License Technology Fee; collected with admin fee	business application	$12
Business License Certificate – duplicate copy	certificate	$19
Lien Release Fee	lien	Passed on to Seller through Escrow
Administrative Fee for Delinquent Refuse Collections	lien	$83
TOT and Business License Reports:		
Delinquent Tax Analysis	per project	At cost using fully burdened hourly rate
Motel Tax Master (name/address listing)	per report	$60
Individual TOT Report	per motel/per year	$18
Vacation Home Rental Master Report	per report	$60
Vacation Home Rental Label Report	per report	$60 + cost of labels
Business License Master Report, Standard Format	per report	$60
Business License Master Report Requiring Specific Formatting Due to Information Request	per report	$60 + fully burdened hourly rate
Business License Label Report	per report	$60 + cost of labels
Miscellaneous Fees:		
Returned Check (NSF) Processing	per check	$26
Geobase Information Service, Research	per project	At cost using fully burdened hourly rate
Stop Payment Fee	per check	At cost using actual bank charge

Financial Policies:
Strengthening Financial Position

To preserve General Fund revenues, the City will take proactive steps to strengthen its financial condition. The following policies shall guide those efforts.

A. Diversified Economy and Revenues

1. Preservation of Commercial and Industrial Development Opportunities

The City shall diversify its economic base by encouraging a broad range of private sector commercial and industrial employment. While it is important to maintain an inventory of land zoned for residential use, the City shall carefully consider economic impacts before rezoning any commercial or industrial land to residential use. The City Council shall be presented with an analysis of trend data comparing percentages of residential development to commercial/industrial development.

2. Jobs/Housing Balance

The City shall promote an equal ratio of jobs to housing, and shall encourage the expansion of businesses that will provide opportunities for residents to work in the community.

3. Effect of Fees/Charges/Rates on Commercial and Industrial Development

In setting fees, charges, and/or rates on commercial and industrial development, the City shall evaluate the comparative fee structure of other neighboring jurisdictions. The City shall strive to implement fees, charges and/or rates that are competitive with other jurisdictions and that shall not have a negative impact on sales tax or other valuable sources of revenue.

B. Economic Incentives for Commercial and Industrial Development

The City shall provide economic incentives for commercial and/or industrial development when such incentives shall lead to a positive economic return for the City in terms of jobs, workforce housing opportunities, enhanced revenues, a more diversified economic base, or enhanced transportation or other public services. Any economic incentive policies shall be attached as an Appendix to this document.

C. Intergovernmental Revenues

1. Grants

   Grants from federal, state or private organizations are an appropriate and desirable means of enhancing available revenues. However, grant funding is rarely a long-term, stable economic base. Grant applications and subsequent grant awards shall be approved by the City Council. The City shall ensure that grant funding is appropriately leveraged to enhance City services as set forth in its Grant Funding and Compliance Policy. (See separate policy document).

2. State Shared Revenues

   To protect against fluctuations in intergovernmental revenues, the City shall maintain 25 percent General Fund Committed fund balance as a reserve against unanticipated or uncontrollable reductions in state subventions.

D. User Fee Cost Recovery

The City provides certain services to its residents and businesses that are funded in whole or in part by fees that are intended to cover all or a portion of the cost of providing such services. To the extent User Fees do not cover the entire cost of providing such services; the General Fund subsidizes the additional expense. Careful examination of User Fees shall enhance the stability of the General Fund. The following policies shall be implemented to ensure that User Fees keep pace with changes in the cost-of-living as well as changes in methods or levels of service delivery.

1. General Principles

   a. Revenues derived from User Fees shall not exceed the reasonable cost of providing the service.

   b. Cost recovery goals shall be based on the total cost of delivering the service, including all direct costs, departmental administration costs, and organization-wide support costs such as accounting, personnel, data processing, building and/or vehicle maintenance, and insurance.

c. The method of assessing and collecting fees shall be as simple as possible in order to reduce the administrative cost of collection. Although a high cost of recovery may be appropriate for specific services, if it is impractical or costly to charge the user, a lower level of cost recovery shall be appropriate.

d. Fee levels shall be sensitive to the "market" for similar services, including the provision of services by private sector service or program providers. User Fees shall not be set so high that services shall not be used. Conversely, User Fees shall not be set so low that the City is stimulating a demand by artificially low prices. Specifically, the City shall carefully consider whether it is appropriate to provide services at a subsidized cost (or a cost that does not include all cost of services, such as room rental costs, building maintenance or personnel charges) if such services are available through the private sector.

e. Fee levels shall be sensitive to smaller, infrequent users of the service, for example, small businesses that may have less of an opportunity to recover the cost of User Fees through ordinary business income.

f. The level of cost recovery should consider the community-wide versus special benefit of the program or activity that is the subject of the User Fee. The use of general-purpose revenues shall be appropriate for community-wide services, while User Fees at some level shall be appropriate for services that are of special benefit to easily identified individuals or groups. (For example, it would be unusual to charge a User Fee for a community-wide event such as an Easter Egg Hunt, while it would be appropriate to charge a User Fee at some level for an adult recreational program with a limited number of participants.)

g. The level of cost recovery shall consider the financial benefit to the service user, and whether the user is a service driver or a service recipient. In cases where there user benefits financially from the provision of the service, and the service would not be provided but for the expanded business or revenue opportunities, the level of User Fee should more closely approximate 100% cost recovery. (For example, a developer receives financial benefit at the conclusion of the development review process, and the City would not provide the review of development applications but for the expanded business or revenue opportunity for the developer. While the community may be the actual service recipient of the review of development applications, the developer is the service driver.)

2. Factors Favoring High Levels of Cost Recovery. High cost recovery levels are especially appropriate in the following circumstances:

   a. The service is similar to services provided through the private sector.

   b. Other private or public sector alternatives could or do exist for the delivery of the service.

   c. The demand for the service is high and cost of service is needed as a mechanism to help control demand.

   d. The cost of service can be used as a mechanism for encouraging compliance with the law. (For example, police response to false burglary alarm calls.)

   e. The service is regulatory and voluntary compliance is not expected to be the primary method of detecting failure to meet regulatory requirements. (For example, building permit, plan checks and subdivision review services.)

3. Factors Favoring Low Levels of Cost Recovery. In addition to the general policy considerations noted above, low cost recovery levels are appropriate in the following circumstances:

   a. The program or services falls within the range of general public services which are provided to the community to promote the general safety, health and well-being of the community, and there is no intended relationship between the amount paid and the benefit received. (For example, police and fire services, general access to park facilities.)

   b. The service is not generally available through private sources and is necessary to promote the general safety, health and well-being of the community. (For example, teen after school programs.)

   c. The service is generally non-recurring, delivered on a “peak demand” or emergency basis, cannot reasonably be planned for on an individual basis, and is not readily available from a private sector source. (For example, police and fire services in response to emergencies.)

   d. Collecting fees would discourage compliance with regulatory requirements and adherence to regulatory requirements is not

readily identified by the City. (For example, home-based business licenses.)

4. Periodic Adjustment of User Fees. A comprehensive analysis of User Fees shall be made at least every three years. In the interim, if applicable, fees shall be adjusted by no less than the amount of the annual change in the Consumer Price Index. Fees may also be adjusted more frequently based on supplemental analysis whenever there has been significant change in the method, level or cost of service delivery. A schedule reporting the rate of all User Fees shall be included as an Appendix to the budget, and the City Council may direct adjustment in User Fees as part of the annual budget process.

5. Development Review Programs. Cost recovery for development review programs shall be very high, and in most cases the goal for cost recovery should be 100%. The City shall also impose clear performance standards to ensure that there is high value for services rendered. This cost recovery principle applies to the following types of development review programs:

   a. Planning (planned development permits, tentative and parcel maps, rezonings, general plan amendments, variances, use permits, etc.)

   b. Building and safety inspections (building permits, structural plan checks, fire inspections, etc.)

   c. Engineering (public improvement plan checks, inspections, subdivision requirements, encroachments, etc.)

E. Enterprise Fund Rates

Each of the enterprise funds shall be operated in a manner to fully cover the total direct and indirect costs (including operations, capital outlay and debt service) for operating such functions so as to avoid General Fund subsidies for enterprise operations.

1. Rates shall be reviewed on an annual basis and shall be adjusted as appropriate and equitable.

2. Rates charged for enterprise activities shall be compared periodically against rates charged by other public agencies for purposes of benchmarking cost of service and operations. Private contracting opportunities shall be evaluated as appropriate as a means of reducing expenses, while remaining in compliance with the City's Purchasing Policies.

F. Collections

The City shall implement a uniform collection program. The costs of this collection program shall be reviewed annually to ensure the total direct and indirect costs are fully covered. The costs shall be passed on to the delinquent customers as a penalty in the collection process.

The City's options for collection are:

a. Property Liens. A lien shall be placed on the property should the owner fail to pay charges, penalties and interest charges. Enforcement of liens shall be made in accordance with the applicable section of the City Code subject to delinquent payment, and may be initiated through a court ruling. Collections against property liens are typically done by issuing a warrant for enforcement or foreclosure proceeding in the case where a deed of trust has been secured by the City against the property, and may result in a sale pursuant to a writ of execution.

b. Special Assessments. A resolution must be presented to the City council to declare a special assessment on a delinquent customer's real property. Upon passage and adoption a certified copy shall be recorded with the County Recorder's office. The assessment shall be collected at the same time and in the same manner as ordinary municipal taxes. Special assessments are typically levied as a result of delinquent property assessments, non-payment of nuisance abatement costs or refuse fees.

c. Withholding Entitlements. The City may withhold issuing any licenses, permits and other entitlements until payment for charges due, including penalties and interest is received.

d. Collection Agency (other enforcement procedures). The City can take other actions allowed for enforcement of a civil judgment. Collection agency fees shall be passed on to the customer through penalty and interest charges therefore avoiding gifting of public funds.

e. Closure of Business
The City Code allows for closure of a business for failure to comply with any provision of the Business Tax or Occupancy Tax chapters relating to the payment of monies due. Proper notice and due process shall be given to the business operator before closure.

Recreation Complex

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
FACILITY RENTALS				
Building Rental:				
Gymnasium	hourly	$64	$3	$67
Meeting Rooms, Recreation Complex	hourly	$35	$2	$37
Kitchen, Recreation Complex	hourly	$30	$1	$31
Senior Center Large Multi-Purpose Room	hourly	$58	$3	$61
Senior Center, Conference Room	hourly	$42	$2	$44
Senior Center, Arts & Crafts Room	hourly	$42	$2	$44
Public Shower Adult/discount for senior, disabled, youth	each	$3/$2	$0	$3/$2
Non-Profit Organizations	25% Off Base Rate	25%	n/a	25%
Recognized Local Youth Sport Organizations May Have Free Use of Meeting Rooms in the Recreation Complex	No Charge	$0	n/a	$0
Group Rentals May Be Subject to $500 minimum or $1,500 maximum Security Deposit and/or Cleaning Fees at the Discretion of the City of South Lake Tahoe	$500 (Security Deposit)	$500 Minimum or $1,500 Maximum	n/a	$500 Minimum or $1,500 Maximum
Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe	$15 (Cancellation Fee)	$15 Minimum or $50 Maximum	n/a	$15 Minimum or $50 Maximum
Pool Rental (Per Hour):				
Swimming Pool Hourly Rental Rate	hourly	$76	$4	$80
Lifeguard Hourly Rate (Rental)	hourly	actual cost at fully burdened rate + overhead	n/a	actual cost at fully burdened rate + overhead
Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe	$15 (Cancellation Fee)	$15 Minimum or $50 Maximum	n/a	$15 Minimum or $50 Maximum
Outdoor Park Facility Rentals:				
Alcohol Use Permit, City Sanctioned Public/Private Outdoor Facilities	each	$59	$3	$62
Bijou Park, Kiwanis Picnic Shelter (4 Hours)	hourly	$157	$8	$165
Bijou Park, Rotary Picnic Shelter (4 Hours)	hourly	$157	$8	$165
Recreation Complex Group Picnic Areas (4 Hours)	hourly	$157	$8	$165
Gazebos and Picnic Areas beyond 4 hour minimum rental	hourly	$42	$2	$44
Private Rental: Regan Beach West and Lakeview Commons (Per Hour; 2-Hour Minimum)	Mon-Thur $/hr	$201	$10	$211
	Fri & Sun $/hr	$260	$13	$273
	Sat $/hr	$317	$15	$332
Public Special Event Park Rentals:				
Lakeview Commons Special Event Rental, Attendance up to 500 persons	day	$991	$48	$1,039
Lakeview Commons Special Event Rental, Attendance 501-2,000 persons	day	$1,238	$60	$1,298
Bijou Bike Park or Skate Park Rental	day	$231	$11	$242
Disc Golf Course Rental for Tournaments & Special Events (Bijou Park)	day	$242	$12	$254
Bijou Park Concession (absent lease agreement)	day	$272	$13	$285
Bijou Park Sport Court (Per Day)	daily	$242	$12	$254
Late Payment Penalty Fee 10% of total rental fee due				
Bijou Community Park Parking Lot Rental	daily	$0	$100	$100
Community Playfield Parking Lot Rental	daily	$100	$0	$100
Special Event Vendor Fee	Not to Exceed $125 per event	Not to Exceed $125 per event	n/a	Not to Exceed $125 per event
Non-Profit Organizations	25% Off Base Rate	25%	n/a	25%
Late Payment Penalty Fee 10% of total rental fee due				
Group Rentals May Be Subject to $500 Security Deposit and/or Cleaning Fees at the Discretion of the City of South Lake Tahoe	$500 (Security Deposit)	$500	$0	$500
Group Rentals May Be Subject to a Minimum of $15 Cancellation Fee and Maximum of $50 at the Discretion of City of South Lake Tahoe	$15 (Cancellation Fee)	$15 Minimum or $50 Maximum	n/a	$15 Minimum or $50 Maximum
Facility Day Use (Includes Pool, Weight Room, Gym, Ping Pong, Foosball, Traversing Wall):				
Adult: 18-54 Year	each	$6	$0	$6
Youth: 18 Years and Under	each	$4	$0	$4
Senior 55 Years and Up or Permanent Disability	each	$5	$0	$5
Daily Day Rate for Medi-Cal, WIC , and Veteran Participants:				
Adult: 18 and Over	each	$3	$0	$3
Youth: 18 Years and Under	each	$2	$0	$2
Multi-Use Passes:				
Adult – 20 Use	each	$80	$0	$80
Adult – 90 Day	each	$160	$0	$160
Senior or Permanent Disability – 20 Use	each	$50	$0	$50
Senior or Permanent Disability – 90 Day	each	$120	$0	$120
Youth – 20 Use	each	$45	$0	$45
Youth – 90 Day	each	$95	$0	$95
Individual Annual Pass	each	$225	$0	$225
Family Annual Pass (up to 4 people)	each	$825	$0	$825
South Tahoe Recreation Passport	each	$22	$0	$22
Administrative Fee for replacement of annual passes only	each	$10	$0	$10
Non-Profit Organizations	25% Off Base Rate	25%	n/a	25%

Recreation Complex (cont.)

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
Swimming Programs:				
H2O Exercise: Adult 18-54 years	each	$7	$0	$7
H2O Exercise: Senior or Permanent Disability	each	$6	$0	$6
H2O Exercise: Adult 18-54 years - 10 Use Pass	each	$50	$0	$50
H2O Exercise: Senior or Perm Disability – 10 Use Pass	each	$40	$0	$40
H2O Exercise: Individual Annual Pass	each	$295	$0	$295
Swimming Lessons (Group) 8 Class Session	each	$47	$0	$47
Swimming Lessons (Group) 6 Class Session	each	$37	$0	$37
Private Lessons (25 minutes) 1 Student	each	$31	$0	$31
Private Lessons (25 minutes) 2 Students	each	$42	$0	$42
Private Lessons (25 minutes) 3 Students	each	$52	$0	$52
Children 3 years and Under Are Free with a Paying Adult for Recreation Swim Only	each	$0	n/a	$0
Master Swim Drop In	each	$10	$0	$10
Master Swim Session (6 weeks)	each	$60	$0	$60
Non-Profit Organizations	25% Off Base Rate	25%	n/a	25%
Youth and Teens:				
Star Camp Care (pre- and post-camp child care, per hour)	each	$8	$0	$8
Youth Adventure Camps	each	Fee based on production costs	n/a	Fee based on production costs
Kid's Summer Day Camp	each	$35	$0	$35
Kid's Summer Day Camp (Weekly Fee)	each	$150	$0	$150
Kid's Summer Day Camp Multi-Child Discount	10% off base fee	10%	n/a	10%

Golf Course

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
9 Hole	each	$18	$0	$18
Senior	each	$16	$0	$16
9 Hole Youth (14 and under, fee valid after 12 pm daily)	each	$11	$0	$11
9 Hole Family (1 adult & 1 youth (14 and under), after 12pm daily)	each	$22	$0	$22
Add 9 Holes	each	$11	$0	$11
Twilight	each	$15	$0	$15
Cart Rental	each	$5	$0	$5
Club Rental	each	$15	$0	$15
Walker/Spectator	each	$5	$0	$5
Passes:				
20 Use	each	$240	$0	$240
10 Use	each	$135	$0	$135
10 Use Twilight (after 3 pm)	each	$110	$0	$110
10 Use Senior	each	$120	$0	$120
10 Use Family (1 Adult & 1 Youth (14 and under) after 12 pm daily)	each	$160	$0	$160
10 Use Youth (14 and under, valid after 12 pm daily)	each	$85	$0	$85
Individual Season Pass (no restrictions)	each	$450	$0	$450
Administrative Fee for replacement of annual passes only	each	$10	$0	$10

Campground

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
Spring/Fall - No hook up, up to 6 people and 1 car (includes $10 infrastructure fee)	per day	$41	n/a	$41
~~Spring/Fall - Hook up, up to 6 people and 1 car (includes $10 infrastructure fee)~~	~~per day~~	~~$50~~	~~n/a~~	~~$50~~
Summer - No hook up, up to 6 people and 1 car (includes $10 infrastructure fee)	per day	$45	n/a	$45
~~Summer - Hook up, up to 6 people and 1 car (includes $10 infrastructure fee)~~	~~per day~~	~~$56~~	~~n/a~~	~~$56~~
~~Spring/Fall Tent Cabins 1-5 (includes $10 infrastructure fee)~~	~~per day~~	~~$62~~	~~n/a~~	~~$62~~
~~Summer Tent Cabins 1-5 Cabin (includes $10 infrastructure fee)~~	~~per day~~	~~$62~~	~~n/a~~	~~$62~~
~~Spring/Fall Deluxe Cabin and Tent Cabin 6 (includes $10 infrastructure fee)~~	~~per day~~	~~$90~~	~~n/a~~	~~$90~~
~~Summer Deluxe Cabin and Tent Cabin 6 (includes $10 infrastructure fee)~~	~~per day~~	~~$90~~	~~n/a~~	~~$90~~
Spring/Fall Standard Cabin (includes $10 infrastructure fee)	per day	$0	$90	$90
Summer Standard Cabin (includes $10 infrastructure fee)	per day	$0	$90	$90
Reservation Fee (non-refundable)	each	$10	n/a	$10
~~Cancellation Fee (within 48 hours from arrival date)~~	~~One night rental fee~~	~~Varies~~	~~n/a~~	~~Varies~~
~~Cancellation Fee~~	~~each~~	~~$10~~	~~$0~~	~~$10~~
Cancellation Fee (Inside 30 days from arrival date)	One night rental fee	$0	$50	$50
Cancellation Fee (Outside 30 days of arrival date)	each	$0	$10	$10
Dump Fee (charged to campers not staying in our campground)	each	$10	$5	$15
Extra person	each	$6	n/a	$6
Visitor Day Use	each	$5	n/a	$5
Pets	each	$2	n/a	$2
Extra Vehicle (no holding tanks)	each	$6	n/a	$6
Motorcycles and Electric Scooters	each	$3	n/a	$3
Late Checkout Fees	per site	$10	n/a	$10

Boat Ramp*

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
Day Use	per day	$17	n/a	$17
Annual Pass	each	$138	n/a	$138

***The Division of Boating and Waterways currently limits these fees to $17 for Day Use and $138 for an Annual Pass.**

Ice Arena**

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
ICE ARENA:				
Learn to Play	n/a	Free	n/a	Free
Morning School Skate	n/a	Free	n/a	Free
School Skate Week (PE program)	n/a	Free	n/a	Free
Military Discount (Served In combat area)	n/a	Free	n/a	Free
Wounded Warriors (military event)	n/a	Free	n/a	Free
Charity Events (i.e. St. Baldrick's), fees subject to review	n/a	Ice free all day	n/a	Ice free all day
Ice Sheet Rental See schedule for rates by time	per hour	$468	$23	$491
Party Room Full (hourly - 1 hour minimum)	per hour	$84	$4	$88
SKATING PROGRAMS:				
Public Skate: Adult 18-54 years - varies	per person	$21	$1	$22
Public Skate: Youth (between 5-18 years) - varies	per person	$21	$1	$22
Public Skate: Child 5 & under - varies	per person	$8	$0	$8
Public Skate: Senior 55 & up - resident	per person	$8	$0	$8
Public Skate: Senior 55 & up - varies	per person	$21	$1	$22
Blue Card (available to frequent users/members)	each	TBD	n/a	n/a
Skate Rental	each	$4	$0	$4
Free Style - Drop - In	each	$16	$1	$17
Hockey - Drop - In	per person	$16	$1	$17
Hockey League: Adult 18-54 years, 10 games	each	$362	$18	$380
Hockey League: Single Game	each	$31	$2	$33
Hockey League: Youth	each	$108	$5	$113
SKATING LESSONS:				
Skate/Hockey School: per lesson	per lesson	$15	$1	$16
Private Skate lessons (1 student, 2 student, 3 or more)	per lesson	varies by instructor	n/a	Varies by instructor
City Sponsored Ice Programs:				
Partnerships with City recreation programs	fee determined by program type and need	fee determined by program type and need	n/a	Fee determined by program type and need
Facility Rentals (various use agreements):				
Year Round Rentals for Rec Programs/Rec Center typically billed monthly	Refer to contract	Refer to contract	n/a	Refer to contract

****The listed Ice Arena Fees represent the maximum allowable charges.**

Development Services - Building

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
Encroachment Permit:				
Encroachment Permit (each approach) includes overlays and replacements	each	$205	$10	$215
Encroachment Permit Existing	each	$205	$10	$215
Encroachment Permit Remove and Replace	each	$205	$10	$215
Building Permit & Inspection:				
~~Building Permit Fee~~	~~% of valuation~~	~~2% of valuation of $239 minimum~~	~~$11~~	~~2% of valuation of $250 minimum~~
Building Permit Fee (25% plan review deposit due with application) Valuation shall be determined at the discretion of the Building Official utilizing the most current square foot valuation based on the proposed use and type of construction as published by the International Code Council or construction contract value submitted by the applicant	% of valuation	2% of valuation - $239 minimum	$11	2% of valuation - $250 minimum
Administrative Processing	per hour/ 1 hr min.	$0	$122	$122
Deferred Submittal or Revision	% of valuation	$0	n/a	2% of valuation - $250 minimum
Active Building Permit Extension	each	$174	$8	$182
Building Plan Review Extension	each	$174	$8	$182
~~Building Plan Revision Checking~~	~~per hour / 1 hr min.~~	~~$116~~	~~$6~~	~~$122~~
In House Plan Review Hourly Rate	per hour / 1 hr min.	$0	$122	$122
Expedited Plan Review	per hour / 1 hr min.	$231	$11	$242
Stop Work Notice of Violation	each	$388	$19	$407
Stop Work/Red Tag Permit Fee	each	2x the Building Permit Fee	n/a	n/a
Special Building Inspections	per hour / 1 hr. min. regular working hours per hour / 3 hr. min. outside of regular working hours	$161	$8	$169
Reinspection Fee	per work, for which an inspection was requested, is not ready for inspection	$161	$8	$169
Document Printing & Copying	per page	$0.10	$0	$0.10
Permit Technology Fee	each permit	$11	$1	$12
Illegal Unit Review	each	$1,004	$49	$1,053
Admin Fee for Cost of Collection on Liens, Nuisance, etc.	% of collection costs	% of collection costs	n/a	% of collection costs
Temporary Certificate of Occupancy Application	each	$161	$8	$169
Express/Over The Counter Permit	each	$0	$250	$250
Residential Suppression Sys–50 hds/Dry Chem sys	per inspection	$225	$11	$236
Residential Suppression Sys-200 hds	per inspection	$548	$27	$575
Fire Safety Plan Review – SFD	each	$113	$6	$119
*Specific flat rate fees below are consolidated for consistency with minimum building permit fee				
~~Flat Rate Temporary Power Meter Approval~~	~~each~~	~~$205~~	~~$45~~	~~$250~~
~~Flat Rate SFD Electric Vehicle Charging Stations Interior Locations Only~~	~~each~~	~~$205~~	~~$45~~	~~$250~~
~~Flat Rate SFD Gas Line Air Test~~	~~each~~	~~$205~~	~~$45~~	~~$250~~
~~Flat Rate SFD Electrical Panel Change Our >200 Amps~~	~~each~~	~~$205~~	~~$45~~	~~$250~~
~~Flat Rate SFD Window Change Out Like for Like Up to 5 Existing Openings Windows/Doors combined~~	~~each~~	~~$205~~	~~$45~~	~~$250~~
~~Flat Rate SFD Generators Interior Locations Only~~	~~each~~	~~$205~~	~~$45~~	~~$250~~
~~Flat Rate SFD Wall Heater Changeout~~	~~each~~	~~$205~~	~~$45~~	~~$250~~
~~Flat Rate SFD Fireplace Changeout~~	~~each~~	~~$205~~	~~$45~~	~~$250~~
Well Deconstruction (Electrical and Pluming Terminations)	each	$53	$3	$56
~~Flat Rate Permit Water Heater~~	~~each~~	~~$205~~	~~$45~~	~~$250~~
~~Flat Rate Permit Electrical Meter Release (reconnect Only - no new work)~~	~~each~~	~~$205~~	~~$45~~	~~$250~~
General Plan/Community Plan/Area Plan Maint. Fee	each	$1.04 per $1,000 valuation	$0.05	$1.09 per $1,000 valuation
Vacation Home Rental Fees:				
Vacation Home Rental Permit Inspection Fee	each	$156	$8	$164
Vacation Home Rental Permit Re-Inspection Fee	each	$94	$5	$99

Development Services - Housing

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
Loan Subordination Fee	each	$1,961	$96	$2,057
Multi-Family Dwelling Inspection Fee	each unit	$94	$5	$99
Single Room Occupancy Inspection Fee	each unit	$94	$5	$99
Reinspection Service	per hour / 1 hr. min.	$161	$8	$169
Substandard Condition Inspection	each	$596	$29	$625

Development Services - Planning

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
Allocations:				
Deposit – Building Permit	per application	$1,042	($42)	$1,000
Residential Permit Processing	per living unit	$711	$35	$746

Development Services - Planning (cont.)

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
General Permits:				
Major General Planning Application (variance, special use permit, major design review, wireless communications facilities, small wireless communications facilities)	application	$2,921	$143	$3,064
Minor General Planning Application (minor variance, minor design review, eligible facilities request)	application	$925	$45	$970
Permit Revision and/or Permit Extension	each	$544	$27	$571
Categorical Exemption	each	$74	$4	$78
Negative Declaration Review	each	$4,006	$195	$4,201
Negative Declaration Preparation	each	$7,252	$354	$7,606
EIR/EIS	each	Cost of consultant + 25%	n/a	Cost of consultant + 25%
Other Permits:				
Fence Permits	each	$264	$13	$277
Home Occupation Permit	each	$133	$6	$139
Minor Sign Review and Approval	each	$146	$7	$153
Major Sign Review and Approval	each	$363	$18	$381
Sign Application Revision	each	$146	$7	$153
Locally Unique Sign Application	each	$2,921	$143	$3,064
Minor Special Event Permit	each	n/a	$220	$220
Major Special Event Permit	each	n/a	$437	$437
Non-Profit Producer and Free to the Public - Special Event	each	n/a	n/a	$0
~~Major Temporary Activity Permit~~	~~each~~	~~$417~~	~~$20~~	~~$437~~
Temporary Use Permit	each	$625	$31	$656
Temporary Arts & Crafts Shows	per show	$642	$31	$673
Certificate of Compliance (Subdivision Map Act)	each	$806	$39	$845
Tentative Subdivision Map	each	$5,309	$259	$5,568
Condominiumization of Existing Residential Dev.	each	$5,460	$266	$5,726
Vacation Home Rentals:				
Vacation Home Rental Application fee	each	$497	$24	$521
Vacation Home Rental Permit – Annual Fee	4 or less occupants 5 to 8 occupants 9 to 12 occupants 13 or more occupants	$250 $500 $1000 $1,325	$0	$250 $500 $1000 $1,325
Vacation Home Rental Permit Master Report	report	$63	$3	$66
Qualified Vacation Home Rentals:				
Qualified Vacation Home Rental Application fee	each	$0	$521	$521
Qualified Vacation Home Rental Permit – Annual Fee	4 or less occupants 5 to 8 occupants 9 to 12 occupants 13 or more occupants	$0	$100 $150 $200 $250	$100 $150 $200 $250
Hosted Rental Fees:				
Hosted Rental Permit	each	$261	$13	$274
Hosted Rental Annual Renewal Fee	each	$261	$13	$274
Cannabis Use Permit:				
Cannabis Use Permit	each	$5,278	$258	$5,536
Cost Recovery Deposit Amounts for Cannabis Use Permit and Development Agreement				
a) Retailer / Cultivator / Testing Lab/ Manufacturing/ Distribution	each	$21,800	$1,064	$22,864
b) Microbusiness	each	$22,949	$1,120	$24,069
Annual Inspection Fee	each	$1,906	$93	$1,999
Re-Inspection Fee	each	$811	$40	$851
Other Services:				
Zoning Letter	each	$230	$11	$241
Document Copying	page	$0.10	$0	$0.10
Planning Review of Building Permits	per hour/1 hr. min.	$116	$6	$122
Admin Fee for Cost of Collection on Liens, Nuisance, etc.	% of collection costs	25%	n/a	25%
~~Special Event Review/Permit~~	~~each~~	~~$2,475~~	~~$121~~	~~$2,596~~
Historic Determination	each	$216	$11	$227
Public Notice Label Preparation	each	$213	$10	$223
~~**Planning Documents:**~~				
~~General Plan Amendment~~	~~each~~	~~$8,855~~	~~$432~~	~~$9,287~~
~~Community Plan Amendment/Area Plan/Plan Area Statement~~	~~each~~	~~$8,855~~	~~$432~~	~~$9,287~~
Annexation:				
Annexation	each	Fully burdened hourly staff cost	n/a	Fully burdened hourly staff cost
Mobile Vending:				
Location Permit	each	$544	$27	$571
New Vendor Permit	each	$164	$8	$172
Renewal Permit	each	$82	$4	$86

Fee Description	Unit	Council Adopted 8/9/2022
Publicly Visible Art On Private Property:		
Public Murals	each	$0
Non-mural Publicly Visible Art	each	$250

Fee Description	Unit	Council Adopted 10/4/2022
Planning Documents:		
General Plan Amendment	each	Fully burdened hourly staff cost and/or cost of consultant-$8,855 deposit
Community Plan Amendment/Area Plan/Plan Area Statement	each	Fully burdened hourly staff cost and/or cost of consultant-$8,855 deposit

Public Works - Engineering

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
Street/Property Abandonment	each	$2,974	$145	$3,119
Single-Family Residential Public Works plan review fee	each	$290	$150	$440
Multi-Family Residential Public Works plan review fee (6 units or less)	each	$484	$24	$508
Large Multi-Family Residential Public Works plan review fee (7 or more units)	each	$1,552	$76	$1,628
Commercial Development/Redevelopment Public Works plan review fee (less than 1 acre site)	each	$484	$24	$508
Commercial Development/Redevelopment Public Works plan review fee (greater than 1 acre site)	each	$1,552	$76	$1,628
GIS Fee (special requests for information/maps)	each	$315	$15	$330
Traffic Control Permit	each	$388	$19	$407
Grading Fee < 3 cubic Yards (no fee)	project	$0	$0	$0
Grading Fee 3 - 7 Cubic Yards	project	$514	$25	$539
Grading Fee 8 - 350 Cubic Yards	project	$869	$42	$911
Grading Fee 350+ Cubic Yards	project	$2,240	$109	$2,349
Parcel Merger/Lot Line Adjustment/Parcel Maps	each	$2,718	$133	$2,851
Final Subdivision Map	each	$6,308	$308	$6,616
Obstruction Permit	each	$278	$14	$292
Street Trench Permit (Greater Than 250 Cubic Yards)	each	$1,374	$67	$1,441
Encroachment (Street Cut) Permit/Minor	each	$695	$34	$729
Encroachment (Street Cut) Permit/Major; base + 1.5% of Construction value >$20,000	each	$695	$34	$729
Transportation Yearly Permit	each	$148	$0	$148
Transportation Single Permit	each	$105	$0	$105
Road Closure, One Day	day	$433	$21	$454
Road Closure, 2-30 days	days	$712	$35	$747
Monitoring Well Permit; price for each well up to 3 wells/locations. Greater than 3 is half price	each up to 3	$425	$21	$446
Monitoring Well Destruction, Each Well	each	$317	$15	$332
Private Trench Crossings in Addition to the Encroachment Fee	each	$370	$18	$388
Stop Work Fee	each	$655	$32	$687
Investigation fees (grading work > 3 cubic yards without a City or other TRPA/Water Board Permit)	each	$596	$29	$625
Storm water Inspection Fee: Commercial	each	$237	$12	$249
Storm water Inspection Fee: Commercial Reinspection	each	$119	$6	$125
Storm water Inspection Fee: Industrial	each	$297	$14	$311
Storm water Inspection Fee: Industrial Reinspection	each	$119	$6	$125
Easement Request/Review	each	$1,286	$63	$1,349
Time Extension – Existing Permits	each	Equal to cost of the existing permit base fee	n/a	Equal to cost of the existing permit base fee
Special Agreement Review; actual costs on a time and material basis using staff hourly rates against a deposit based on scope estimation	project	Actual	n/a	Actual
Reproduction Fee	per 23x26 sheet file plans and record maps	$4	$0	$4
Street Name Change; actual costs of City staff, equipment, and materials	each	Actual	n/a	Actual
Unapproved Work (ROW)/Correction Fee/Inspections of Repairs to City Infrastructure; deposit plus actual time and materials of various city staff	each	$858	$42	$900
Street and Traffic Sign Installation, Replacement and Traffic Control Striping; actual costs of City staff, equipment, and materials	each	Actual	n/a	Actual
Special Event Review; includes Base fee then scalable by event size	each	$3,283	$160	$3,443
Facility Setup/Takedown Fee; actual costs of staff which may include overtime if event is after normal business hours	each	Actual	n/a	Actual
Traffic Control Device Rental & Setup; minimum plus actual costs of equipment, labor and/or materials	each	$205	$10	$215
Use of Equipment; base fee plus actual costs of labor	each	Actual	n/a	Actual
Tentative Subdivision Map	each	$3,294	$161	$3,455
Condominiumization of Existing Residential Dev.	each	$1,558	$76	$1,634

Fire Department

Fee Description	Recovery USA	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
Emergency Medical Service:					
Advanced/Basic Life Support, incident response		hourly	$483 + Medicare Mileage factor	$24	$507 + Medicare Mileage factor
Advanced/Basic Life Support – with standby to support air ambulance transport, incident response		hourly	$937/hr	$46	$983/hr
Advanced/Basic Life Support – with engine standby for CPR, incident response		hourly	$937/hr	$46	$983/hr
County Fire Services:					
Lake Valley Fire District Contract			Per agreement (with CPI)	n/a	Per agreement (with CPI)
Fallen Leaf Fire District Contract			Per agreement (with CPI)	n/a	Per agreement (with CPI)
Wild Land Fire Suppression Fee:					
Support Vehicle		hourly	CA OES rate	n/a	CA OES rate
Pumping Engine		hourly	CA OES rate	n/a	CA OES rate
Ladder Truck		hourly	CA OES rate	n/a	CA OES rate
Motor Vehicle Accident:					
Level 1 Basic Response	X	hourly	$1,052	$51	$1,103
Level 2 Extrication	X	hourly	$1,594	$78	$1,672
Level 3 Multi Casualty	X	hourly	$2,339	$114	$2,453
Hazardous Materials Clean-Up:					
Level 1 Basic Response	X	hourly	$700	$34	$734
Level 2 Full Alarm Response	X	hourly	$2,339	$114	$2,453
Bomb Response/Bomb Squad:					
Level 1 Full Alarm Response	X	hourly	$1,052	$51	$1,103
Level 2 Full Alarm Engine Response plus TD Bomb Unit	X	hourly	$2,339	$114	$2,453
Pipeline Breakage/Power Line Incidents:					
Level 1 Single Engine	X	hourly	$1,052	$51	$1,103
Level 2 Full Alarm Engine Response	X	hourly	$2,339	$114	$2,453
Fire Hydrant Flow Test		hourly	$306	$15	$321
Witnessed Acceptance Test		hourly	$306	$15	$321
Fire Watch Service	X		Actual costs	n/a	Actual costs
Structure Fire Suppression (includes scene safety, initial investigation, traffic control, patient contact, hazard control)	X	hourly per engine	$2,339	$114	$2,453
		hourly per ladder truck	$2,339	$114	$2,453
Emergency Assistance to Boats/Water Incidents: Includes boat responses, swift water and ice rescues, etc.					
Level 1 Single Engine	X	incident	$1,052	$51	$1,103
Rescue: Includes working with Search & Rescue for victim recovery, Rope Rescue, etc.					
Level 1 in City	X	incident	$744	$36	$780
Miscellaneous Fees:					
False Alarm Responses 1st/2nd offense	X	response	$156/$261	$0	$156/$261
Open Burning and Recreational Fires		inspection	$248	$12	$260
Arson Investigation - Includes scene safety, investigation, source ID, Arson dog, equipment use, mobile detection and report	X	investigation	At cost using fully burdened rate	n/a	At cost using fully burdened rate
Fire Investigation Reports		report	$9	$0	$9
Fire Incident Report		report	$44	$2	$46
Copies		page	$0.11	$0.01	$0.12
Photographs		See police fee	See police fee	n/a	See police fee
Video Tape Duplication		See police fee	See police fee	n/a	See police fee
Fireworks/Pyrotechnical Display Permit		permit	$407	$20	$427
Fire Dance Permit Annual Fee		permit	$204	$10	$214
Per Event Inspection		each	$53	$3	$56
Defensible Space Inspections for AB38 (Real Estate Sale)		per hour	n/a	$70	$70
Defensible Space Inspections for Homeowners (includes tree marking)		per hour	n/a	$30	$30
Miscellaneous Fees (cont.):					
Expert Testimony (includes case preparation, documents, etc.)		per case	At cost using fully burdened rate	n/a	At cost using fully burdened rate
Special Event Review/Permit – Per Hour for Fire		hourly	$188	$9	$197
Expert Testimony (includes case preparation, documents, etc.)		per case	At cost using fully burdened rate	n/a	At cost using fully burdened rate
Special Event Review/Permit – Per Hour for Fire		hourly	$181	$9	$190

Fire Department (cont.)

Fee Description	Recovery USA	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
Fire Inspection Fees:					
Auto Alarm/Ext System – 10		per inspection	$225	$11	$236
Auto Alarm/Ext System – 100		per inspection	$548	$27	$575
Suppression Sys–50 hds/Dry Chem sys		per inspection	$225	$11	$236
Suppression Sys-200 hds		per inspection	$548	$27	$575
Underground Main <2"		per inspection	$110	$5	$115
Underground Main >2"		per inspection	$225	$11	$236
Board 7 Care Facility 7-50		per inspection	$126	$6	$132
Board 7 Care Facility 50+		per inspection	$311	$15	$326
Day Care Facility 6+		per inspection	$110	$5	$115
Fire Safety Plan Review – SFD		each	$113	$6	$119
Fire Safety Plan Review-MFD		each	$238	$12	$250
Basic Fire Inspection, <1k k sq. ft.		each	$88	$4	$92
Basic Fire Inspection, 1k - 4k sq. ft.		each	$122	$6	$128
Basic Fire Inspection, 4k - 9k sq. ft.		each	$146	$7	$153
Basic Fire Inspection, >9 k sq. ft.		each	$185	$9	$194
Child Care Inspection Occupancy Permit Non-Home		each	$98	$5	$103
Child Care Inspection Occupancy Permit Home		each	$98	$5	$103
Miscellaneous Fire Services		each	At Cost	n/a	At Cost
Re-Inspection		each	$110	$5	$115
Operational Permit and Inspection CFC 105.6		each	$231	$11	$242
Tents Structure > 200 sq. ft.		each	$110	$5	$115
~~Defensible Space / Fire Hazard~~		~~per hour~~	~~$154~~	~~$8~~	~~$162~~

Police Department

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
Special Business Regulation:				
Other Permits – New	each	$430	$21	$451
Other Permits – Renewal	each	$214	$10	$224
Pedicab Permit – Owner/Operator New	each	$238	$12	$250
Pedicab Permit – Owner/Operator Renewal	each	$84	$4	$88
Pedicab Permit – Driver New	each	$141	$7	$148
Pedicab Permit – Driver Renewal	each	$55	$3	$58
Sidewalk Vending Permit – New	each	$150	$7	$157
Sidewalk Vending Permit – Renewal	each	$25	$1	$26
Other Police Functions:				
Misdemeanor Booking	per booking	$40	$2	$42
Fingerprinting	each	$24	$1	$25
Live Scan Fingerprinting	each	$17	$1	$18
Local Criminal Clearance Letter	each	$10	$0	$10
Towed Vehicle Release	each	$150	$7	$157
Special Police Service	each	actual cost at fully burdened rate	n/a	actual cost at fully burdened rate
DUI Incident Response – Police & Fire	incident	actual cost at fully burdened rate	n/a	actual cost at fully burdened rate
Copy of Dispatch Event	report	$0.10	$0.01	$0.11
Civil Subpoena	each	$280	$14	$294
Restitution Rate	each	actual cost at fully burdened rate	n/a	actual cost at fully burdened rate
Subpoena Duces Tecum	page + hourly + microfilm	.10 + $25 per hour per person + $.20 per microfilm	n/a	.10 + $25 per hour per person + $.20 per microfilm
Govt. Code Controlled Activities		actual cost at fully burdened rate	n/a	actual cost at fully burdened rate
Other Special Activities	hourly	actual cost at fully burdened rate	n/a	actual cost at fully burdened rate
Special Police Boat Service	hourly	actual cost at fully burdened rate	n/a	actual cost at fully burdened rate
Equipment Reimbursement	each	Actual cost	n/a	Actual cost
Firearm(s) Release (by appointment only)	weapon	$40	$2	$42
Ski Run Blvd. Vehicle Control	hourly	actual cost at fully burdened rate	n/a	actual cost at fully burdened rate
Police Report Copy	pages	$5	$0	$5
Tape Duplication – Audio	tape	$20	$1	$21
Tape Duplication – Video	tape	$20	$1	$21
Crime Scene/Police Photo Reproduction (CD photo)	CD	$20	$1	$21
Special Event Review/Permit (Small Event): 124 or less	permit	$79	$4	$83
Special Event Review/Permit (Medium Event): 125-299)	permit	$157	$8	$165
Special Event Review/Permit (Large Event): 300 or more	permit	$313	$15	$328
Non-Profit Special Event Review/Permit (Small Event): 124 or less	permit	$59	$3	$62
Non-Profit Special Event Review/Permit (Medium Event): 125-299)	permit	$118	$6	$124
Non-Profit Special Event Review/Permit (Large Event): 300 or more	permit	$235	$11	$246

Police Department (cont.)

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
Taxicab Fees:				
Taxicab Company Permit	Annual	$5	$0	$5
Taxicab Vehicle Permit	Annual per vehicle	$5	$0	$5
Taxicab Driver Permit	Annual	$25	$1	$26
Police False Alarm Response:				
1st & 2nd False Alarm		No charge	n/a	No charge
Excessive > 3 False Alarms	alarm	Per city code	n/a	Per city code
Non Permitted False Alarm		Per city code	n/a	Per city code
Initial Permit Application – Resident, 3 year period	permit	$39	$0	$39
Renewal Permit – Resident, every 3 years	permit	$18	$1	$19
Initial Permit Application – Business, 1 year period	permit	$39	$0	$39
Renewal Permit – Business, every year	permit	$18	$1	$19
Vacation Home Rentals:				
Vacation Home Rental Permit – Late Fee On Renewal	violation	Counted as violation	n/a	Counted as violation
Vacation Home Rental Permit Master Report	report	$60	$3	$63
Vacation Home Rental Permit Label Report	report	$57 + cost of labels	$3	$60 + cost of labels
Vacation Home Rental Permit – Annual Fee - Tourist Core	4 or less occupants 5 to 8 occupants 9 to 12 occupants 13 or more Fractional	$200 $350 $650 $850 $19.23 to $850	n/a	$200 $350 $650 $850 $19.23 to $850
Parking Program:				
Parking Garage	per 20 min/daily max	$1.25/$25	$0	$1.25/$25
Monthly Garage Pass April 1-Oct 31	each month	$125	$0	$125
Winter Full Week Pass Nov 1-Mar 31	each month	$175	$0	$175
6 Month Pass	per 6 months	$500	$0	$500
5 p.m. until 3 a.m.	$.50 per 20 min/up to $5		n/a	$.50 per 20 min/up to $5
Holiday Rates (can include days before/after Holiday)	Double Regular Rates		n/a	$2.50/$50
Parking validations - 1 packet of 50 - 1 hr validations	each packet of 50	$50	$0	$50
Electric Car Charging Electricity Fee	each	Rate as determined by STJPPA	n/a	Rate as determined by STJPPA
Electric Car Charging Overstay Fee	each	Rate as determined by STJPPA	n/a	Rate as determined by STJPPA
Parking – Bellamy/Transit Way	per 20 min/2 hr max	$1	$0	$1
Parking – Upper Ski Run (identified in map)	per contract	per contract	n/a	per contract
Parking Citation - Kiosk Violations	per violation	$39	$2	$41
Cannabis:				
Public Safety License Fee	each	$1,135 + $85 x's # of employees (fingerprint/background)	$55	$1,190 + $85 x's # of employees
Public Safety License Renewal Fee	each	$1,135 + $85 x's # of employees (fingerprint/background)	$55	$1,190 + $85 x's # of employees
Public Safety Mitigation Fee Amounts:				
Retailer	each	$13,750	n/a	$13,750
Microbusiness with Retail	each	$21,250	n/a	$21,250
Testing Lab/Manufacturer, Cultivator, Distributor, Microbusiness without Retail	each	$7,500	n/a	$7,500
Delivery Component	each	$5,000	n/a	$5,000
Shared Mobility:				
Shared Mobility Device Fee	per device	$75	$4	$79
Parking Citations:				
City Code:				
4.25.300 - Parking, Restricted Parking	Occurrence	$75	$0	$75
4.25.330 - No Stopping Zone	Occurrence	$75	$0	$75
4.25.360 - Time Limited Parking Zone	Occurrence	$55	$0	$55
4.25.370 - Parked in Excess of 72 Hours	Occurrence	$75	$0	$75
4.25.410 - Parked Wrong Side of Street	Occurrence	$25	$0	$25
4.25.440 - Designated Taxi Zone / Bus Stop	Occurrence	$75	$0	$75
4.25.590 - Parking Garage Payment Required	Occurrence	$75	$0	$75
4.25.600 - Parking Garage Parked within Parking Space	Occurrence	$55	$0	$55
4.25.620 - Use of Entrance and Exit	Occurrence	$75	$0	$75
4.25.740 - Paid Parking - No Ticket	Occurrence	$75	$0	$75
4.25.750 - Paid Parking Time Expired	Occurrence	$75	$0	$75
4.25.840 - Residential Parking / Permit Zone	Occurrence	$75	$0	$75
4.95.050 - Private Property - Restrictions	Occurrence	$200	$0	$200
7.05.420 - Area restricted-Snow Removal	Occurrence	$205	$0	$205
All other City Parking Codes	Occurrence	$75	$0	$75
California Vehicle Codes:				
21113 - Parking on Public Grounds	Occurrence	$75	$0	$75
21113(a) - Unauthorized parking on public grounds	Occurrence	$75	$0	$75
21211(b) - Park in bike path	Occurrence	$75	$0	$75
21211a - Blocking designated bicycle path	Occurrence	$75	$0	$75
22500.1 - Parked In Fire Lane	Occurrence	$105	$0	$105
22500a - Park Within Intersection	Occurrence	$75	$0	$75
22500b - Park on Crosswalk	Occurrence	$75	$0	$75
22500d - Park Within 15ft Fire Station driveway	Occurrence	$105	$0	$105
22500e - Block Driveway	Occurrence	$75	$0	$75
22500f - Park on a Sidewalk	Occurrence	$75	$0	$75
22500g - Obstructing Traffic/HWY Construction	Occurrence	$105	$0	$105
22500h - Double Parking	Occurrence	$75	$0	$75

Police Department (cont.)

Fee Description	Unit	Adopted Fee 03/15/2022		
California Vehicle Codes (cont.):				
22500i - Park in Bus Loading Zone	Occurrence	$75	$0	$75
22507.8(a) - Handicap Disabled Only	Occurrence	$455	$0	$455
22507.8(b) - Block Disabled Stall/Space	Occurrence	$455	$0	$455
22507.8c - Parked in Handicap Crosshatch	Occurrence	$455	$0	$455
22514 - Within 15ft of Fire Hydrant	Occurrence	$105	$0	$105
22515 - Unattended Running Vehicle	Occurrence	$75	$0	$75
22523(b) - Abandoned Vehicle	Occurrence	$250	$0	$250
4000a - Expired Registration	Occurrence	$75	$0	$75
5204(a) - No Tabs	Occurrence	$75	$0	$75
All other California Vehicle Codes	Occurrence	$75	$0	$75
Administrative Citations*				
City Code:				
3.35.040 - No Business License	Occurrence	$100	$0	$100
3.50.380 (B) - Unpermitted VHR - Owner Responsible	Occurrence	$1,000	$0	$1,000
3.50.440 (A) - Vacation Home Rental (Maximum Occupancy - Occupant and Owner Responsible)	Occurrence	$500	$0	$500
3.50.440 (B) - Vacation Home Rental (Parking Space Availability - Owner Responsible)	Occurrence	$250	$0	$250
3.50.440 (C)- Vacation Home Rental (Commercial Activity Prohibited - Occupant and Owner Responsible)	Occurrence	$500	$0	$500
3.50.440 (D) - Vacation Home Rental (Compliance with SLTCC - Owner Responsible)	Occurrence	$1,000	$0	$1,000
3.50.440 (E) - Vacation Home Rental (Posting of Permit - Owner Responsible)	Occurrence	$1,000	$0	$1,000
3.50.440 (F) - Vacation Home Rental (Marketing/Advertising Requirements - Owner Responsible)	Occurrence	$1,000	$0	$1,000
3.50.440 (G) - Vacation Home Rental (Authorization to Inspect - Owner Responsible)	Occurrence	$1,000	$0	$1,000
3.50.440 (H) - Vacation Home Rental (Outdoor Spas/Hot Tubs prohibited between 10 p.m.-8 a.m. - Occupant and Owner Responsible)	Occurrence	$500	$0	$500
3.50.440 (I) - Vacation Home Rental (Interior Signage - Owner Responsible)	Occurrence	$1,000	$0	$1,000
3.50.440 (J) - Vacation Home Rental (Exterior Signage - Owner Responsible)	Occurrence	$1,000	$0	$1,000
3.50.440 (K) - Vacation Home Rental (Parking Requirements - Occupant and Owner Responsible)	Occurrence	$250	$0	$250
3.50.440 (L) - Vacation Home Rental (Noise and Amplified Music Prohibited between 10 p.m. - 8 a.m. - Occupant and Owner Responsible)	Occurrence	$500	$0	$500
3.50.440 (M) - Vacation Home Rental (Emergency Lighting - Owner Responsible)	Occurrence	$1,000	$0	$1,000
3.50.440 (N) - Vacation Home Rental (Lighting Design - Owner Responsible)	Occurrence	$1,000	$0	$1,000
3.50.440 (O) - Vacation Home Rental (Parking of Commercial Vehicle - Occupant	Occurrence	$250	$0	$250
3.50.440 (P) - Vacation Home Rental (Records Relating to VHR - Owner Responsible)	Occurrence	$1,000	$0	$1,000
3.50.440 (Q) - Vacation Home Rental (Camping Prohibited - Occupant and Owner Responsible)	Occurrence	$500	$0	$500
3.50.440 (R) - Vacation Home Rental (Trash/Bear Boxes Required - Owner Responsible)	Occurrence	$1,000	$0	$1,000
3.50.450 Vacation Home Rental (Operating without a Permit)	Occurrence	$1,000	$0	$1,000
4.150 - Refuse and Garbage	Occurrence	$150	$0	$150
4.35.020 - No Operator License - Mobile Vending	Occurrence	$100	$0	$100
4.40.020 - Nuisances Generally	Occurrence	$50	$0	$50
4.40.030 - Outdoor Display	Occurrence	$100	$0	$100
4.40.040 - Nuisances Generally - Noise	Occurrence	$100	$0	$100
4.45.040 - Abandoned Vehicle	Occurrence	$150	$0	$150
4.50.030 - Illegal Dumping	Occurrence	$1,000	$0	$1,000
4.50.050 - Unsuitable Trash Container - Commercial	Occurrence	$300	$0	$300
4.50.050 - Unsuitable Trash Container - Residential	Occurrence	$150	$0	$150
4.55 - Graffiti	Occurrence	$50	$0	$50
4.60 - Abandoned or Damaged Structure	Occurrence	$1,000	$0	$1,000
4.135.010 Police Service	Occurrence	$500	$0	$500
4.140.100 Private Patrols	Occurrence	$25	$0	$25
6.05 - Handbills	Occurrence	$100	$0	$100
6.10.160 - Exterior Lighting	Occurrence	$100	$0	$100
6.15 - Building Code Violation	Occurrence	$100	$0	$100
6.40 - Political Signs	Occurrence	$100	$0	$100
6.40.050 - Noncompliant Sign	Occurrence	$100	$0	$100
6.40.080 - Garage Sale Signs	Occurrence	$50	$0	$50
6.55.280 - No Home Occupation Permit	Occurrence	$100	$0	$100
6.55.810 - Marijuana	Occurrence	$1,000	$0	$1,000
7.05 - Sidewalk Snow Removal	Occurrence	$100	$0	$100
7.05.500 - Placing Snow in Right-of-Way	Occurrence	$100	$0	$100
7.05.560 - Sidewalk Snow Removal	Occurrence	$100	$0	$100
All Code Violations Not Listed Above or Specified in the Code	Occurrence	$250	$0	$250

***The fines for a second and any subsequent violation within a 12-month period for all violations with the exception of Vacation Home Rental violations will be double that of the previous fine assessed. The above penalties shall not supersede fines and penalties listed in the current City Code for specific violations.**

Airport

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
~~Office~~	~~square foot or agreement~~	~~$1.77~~	~~$0.09~~	~~$1.86~~
Ground Lease Rate	square foot or agreement	$0.32	$0.02	$0.34
Gratuitous Transportation	vehicle	$55	$3	$58
Conference/Meeting Room hourly rental	hour	$30	$1	$31
Conference/Meeting Room daily rental	day	$295	$14	$309
Restaurant Facilities	Per agreement	Per agreement	n/a	Per agreement
Airport Terminal Lobby (upper/lower) hourly rental	hour	$58	$3	$61
Airport Terminal Lobby (upper/lower) daily rental	day	$355	$17	$372
Advertising	Negotiated	Negotiated	n/a	Negotiated
Advertising "Paper" Pick-Up Ads	monthly	$75	$4	$79
Rental Car Ground Lease Area	Negotiated / Market Rate Conditions	Negotiated / Market Rate Conditions	n/a	Negotiated / Market Rate Conditions
Other Use of Terminal	Negotiated	Negotiated	n/a	Negotiated
Commercial Filming:				
Small Scale Commercial Filming (less than 50 persons); waived if City promotion	per day/winter	$428	$21	$449
Small Scale Commercial Filming (less than 50 persons); waived if City promotion	per day/summer	$713	$35	$748
Large Scale Film Production (film crew larger than 50 persons) – Prep / Strike Location	per day	$319	$16	$335
Large Scale Film Production (film crew larger than 50 persons) – Filming Days	per day	$5,316	$259	$5,575
Airport Escort Required on Filming Days	per day	$266	$13	$279
Movement Area Filming (Runway and/or Taxiway)*	per day*	$2,500*	$0	$2,500*
Large Scale Filming (more than 50 persons) Security Deposit	Negotiated	Based on Location Agreement	Negotiated	Based on Location Agreement
Large Scale Film Production (film crew larger than 50 persons) – City Film Support for Permits, Police, Fire, etc.	Per Hour	Fully Burdened Rate of Employee Used	Per Hour	Fully Burdened Rate of Employee Used

***Any filming conducted on runways or taxiways defined as the Movement Area by the Federal Aviation Administration will have a $2,500 per day additional fee on top of other rates.**

Aviation Use of Airfield**:		Adopted Fee 03/15/2022	$ Change	Proposed Fee
~~Terminal Ramp Day Use; multiple use or 2 or more hours~~	~~day~~	~~$11~~	~~n/a~~	~~n/a~~
~~Terminal Ramp RON Use Fee; 6 hours or more after 5:00 pm~~	~~night~~	~~$23~~	~~n/a~~	~~n/a~~
GA Ramp Fee for A/C under 5,000 lbs	day	$0	$10	$10
GA Ramp Fee for A/C over 5,001 lbs "paid with landing fee"	day	$0	$24	$24
Monthly Tie Down Fee	Flat Rate	$0	$75	$75
~~Off Peak Season (September 11-May 30) Landing Fees Aircraft/Rotorcraft 6,001 lbs. ≤ X ≤ 11,999 lbs.~~	~~per 1,000 lbs. for aircraft over 6,001 lbs. Landing Weight~~	~~$2.53/1,000 lbs.~~	~~n/a~~	~~n/a~~
~~Off Peak Season (September 11-May 30) Landing Fees Aircraft/Rotorcraft 12,000 ≤ X ≤ 29,999 lbs.~~	~~per 1,000 lbs. for aircraft between 12,000 and 29,999 lbs. Landing Weight~~	~~$3.11/1,000 lbs.~~	~~n/a~~	~~n/a~~
~~Off Peak Season (September 11 - May 30) Landing Fees Aircraft/Rotorcraft 30,000 ≤ X ≤ 59,999 lbs.~~	~~per 1,000 lbs. for aircraft between 30,000 and 59,999 lbs. Landing Weight~~	~~$3.60/1,000 lbs.~~	~~n/a~~	~~n/a~~
~~Off Peak Season (September 11 - May 30) Landing Fees Aircraft/Rotorcraft 60,000 ≤ X lbs.~~	~~per 1,000 lbs. for aircraft equal to or over 60,000 lbs. Landing Weight~~	~~$3.64/1,000 lbs.~~	~~n/a~~	~~n/a~~
~~Summer High Season (May 31-September 10) Landing Fees Aircraft/Rotorcraft 6,001 lbs. ≤ X ≤ 11,999 lbs.~~	~~per 1,000 lbs. for aircraft over 6,001 lbs. Landing Weight~~	~~$3.03/1,000 lbs.~~	~~n/a~~	~~n/a~~
~~Summer High Season (May 31-September 10) Landing Fees Aircraft/Rotorcraft 12,000 ≤ X ≤ 29,999 lbs.~~	~~per 1,000 lbs. for aircraft between 12,000 and 29,999 lbs. Landing Weight~~	~~$3.72/1,000 lbs.~~	~~n/a~~	~~n/a~~
~~Summer High Season (May 31-September 10) Landing Fees Aircraft/Rotorcraft 30,000 ≤ X ≤ 59,999 lbs.~~	~~per 1,000 lbs. for aircraft between 30,000 and 59,999 lbs. Landing Weight~~	~~$4.36/1,000 lbs.~~	~~n/a~~	~~n/a~~
~~Summer High Season (May 31-September 10) Landing Fees Aircraft/Rotorcraft 60,000 ≤ X lbs.~~	~~per 1,000 lbs. for aircraft equal to or over 60,000 lbs. Landing Weight~~	~~$4.88/1,000 lbs.~~	~~n/a~~	~~n/a~~
~~Fuel Flowage Fee~~	~~per gallon/per agmt~~	~~$0.11~~	~~n/a~~	~~n/a~~
~~Non-Fixed Based Operators Use: e.g. Mechanics, Instructors, etc.~~	~~% of gross income if not paying rents & fees otherwise~~	~~7.75%~~	~~n/a~~	~~n/a~~

~~****Basing an Aircraft in an Airport Hangar does not count as "tenancy" for purposes of Commercial activities. Tenancy requires ground lease, concession agreement or terminal office rental agreement**~~

Fee Description	Unit	Adopted Fee 11/15/2022 Effective 1/1/2023
Landing Fee	Helicopter Takeoff Weight	
	3,001+	$50.00 flat rate
Landing Fee	FixedWingTakeoffWeightPer1,000lbs.	
	5,501 - 19,000	$8.00
	20,000 - 49,000	$10.00
	50,000+	$12.00

Airport (cont.)

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
Other Fees:				
~~Automobile Parking; monthly~~	~~per space~~	~~$28~~	~~n/a~~	~~n/a~~
Airport Parking Lot Rental 100 Spaces	1/2 Parking Lot	$1063/day	$52	$1,115/day
Ground Transportation - Limousine; yearly	per company	$706	$34	$740
Gratuitous Transportation – Taxi Cab; yearly, negotiable	vehicle	$35	$2	$37
North GA or Terminal Ramp; hourly, 300 linear feet full width	hourly	$295	$14	$309
North GA or Terminal Ramp; day, 300 linear feet full width	day	$3,540	$173	$3,713
Taxiway A between H and J– North End; hourly	hourly	$295	$14	$309
Taxiway A between H and J– North End; daily	day	$3,540	$173	$3,713
Airport Technician	Fully burdened hourly rate	Fully burdened hourly rate	n/a	Fully burdened hourly rate
Dump Truck, Sander, Grader, Loader	hourly	$201	$10	$211
Carpet Cleaning; includes equipment use +actual costs of City staff	hourly + actual	Fully burdened hourly rate	n/a	Fully burdened hourly rate
Airport Hangar Waitlist Fee	each	$0	$250	$250
Airport Lease Security Deposit (refundable deposit)	each	$782	Rolled back to appropriate rates; deposits are not subject to increase based on CPI.	$750
Airport Key Card (refundable deposit)	each	$52		$50
Lost/Stolen Key Card Replacement (non- refundable)	each	$52		$50
Airport Hangar Key (refundable deposit)	each	$26		$25
Lost/Stolen Hangar Key Card Replacement (non- refundable)	each	$26		$25

*****Local Emergency Agency Partners conducting training exercises to improve interagency airport emergency response is exempted from use fees**

The T-Hangar complex is on a parcel of land approximately 275'x 663' including the taxi lanes. There are six buildings with a total of 48 aircraft hangars and seven storage areas as follows:

~~Fee Description~~			~~Aeronautical Use Adopted Fee 03/15/2022~~	~~Non Aeronautical Use Adopted Fee 03/15/2022~~
~~Building~~	~~Qty Available~~	~~Size~~	~~Monthly Rent~~	~~Monthly Rent~~
~~Daily Rate Aircraft Hangar Storage (not to exceed 30 continuous days rental)~~	~~(When Available)~~	~~All~~	~~$43/day~~	~~n/a~~
~~Building A~~	~~3~~	~~42' box – 1,560 sf~~	~~$742~~	~~$1,060~~
	~~1~~	~~48' box – 1,920 sf~~	~~$819~~	~~$1,256~~
	~~1~~	~~60' box – 3,600 sf~~	~~$1,248~~	~~$2,212~~
~~Building B~~	~~7~~	~~45' tees – 1,350 sf~~	~~$646~~	~~$918~~
	~~2~~	~~48' tees – 1,480 sf~~	~~$675~~	~~$990~~
	~~2~~	~~Storage – 674 sf~~	~~$364~~	~~$481~~
~~Building C~~	~~8~~	~~42' tees – 1,071 sf~~	~~$514~~	~~$730~~
	~~2~~	~~42' el – 1,271 sf~~	~~$587~~	~~$854~~
	~~1~~	~~Storage – 357 sf~~	~~$152~~	~~$232~~
~~Building D~~	~~9~~	~~42' tees – 1,071 sf~~	~~$514~~	~~$730~~
	~~1~~	~~42' el – 1,271 sf~~	~~$587~~	~~$854~~
	~~1~~	~~Storage – 357 sf~~	~~$152~~	~~$232~~
	~~1~~	~~Storage – 525 sf~~	~~$296~~	~~$380~~
~~Building E~~	~~10~~	~~42' tees – 1,071 sf~~	~~$514~~	~~$730~~
	~~2~~	~~Storage – 525 sf~~	~~$296~~	~~$380~~
~~Building F~~	~~4~~	~~48' box – 1,920 sf~~	~~$819~~	~~$1,256~~
~~Hangar F4*~~	~~1~~	~~48' box – 1,920 sf~~	~~$1,055~~	~~n/a~~
	~~1~~	~~10' Box – 800 sf~~	~~$364~~	~~$523~~
~~Somermeier~~	~~1~~	~~61' box – 3,111 sf~~	~~$1,445~~	~~$2,095~~
~~Improper Hangar Use Penalty. Tenants who represent to use the hangar for aeronautical purposes at a lower rate then use hangar for non-aeronautical use~~	~~Upon Complaint or Hangar Inspection~~	~~Not Applicable if Tenant notifies Airport Manager that they intend to change use from Aeronautical to Non-Aeronautical~~	~~$1,200 per occurrence + Adjustment of rental rate to non-aeronautical~~	~~N/A~~

~~***Hangar F4 has a higher rate due to significantly more energy consumption due heated hangar for air ambulance.**~~
~~Rental rates listed above are based on a one year lease. All leases are short term leases (month to month) and all units are charged a flat monthly rate of $25 for electricity which is included in the monthly fee. These utility charges are based on average year-round usage. Hangar F4 is used for Air Ambulance Operations and expends significant energy on heating the hangar. As a result, this hangar is charged a higher utility rate to cover the increased cost.~~

Fee Description	Unit	Council Adopted 10/4/2022 Effective 1/1/2023
Offices	square foot or agreement	$2.30

Aviation Use of Airfield	Unit	Council Adopted 10/4/2022 Effective 1/1/2023
Fuel Flowage Fee	per gallon/per agmt	$0.20

Other Fees	Unit	Council Adopted 10/4/2022 Effective 1/1/2023
Parking	per space	$100

Building	Unit	Council Adopted 10/4/2022 Effective 1/1/2023
All Hangars (Box and Tee)	per square foot	$0.96
All Storage Units (Aeronautical Use)	per square foot	$0.96
All Storage Units (Non-Aeronautical Use)	per square foot	$0.96

City Clerk

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
Appeals	per appeal	$345	$17	$362
Document Printing and Copying, .10 per page plus postage	document page	$0.10	$0	$0.10
City Council Chambers Use Application Fee	per application	$25	$1	$26
City Council Chambers Rental, M-F, 8-5 p.m.	per hour	$40	$2	$42
Video Meeting Electronic File Transfer, 1 per Drive	Thumb Drive	$5	$0	$5
Verbatim Transcript Service	actual outsource cost	hourly or actual outsource cost	n/a	hourly or actual outsource cost
Notary Service	per signature	$15	$0	$15
Notary Service - Providing California Notary Acknowledgement or Jurat Form	per form		n/a	$1
Agenda Mailing Service, .10 per page plus postage	agenda	.10 per page plus postage	n/a	.10 per page plus postage
Filming Application Fee	application	$178	$9	$187
Public Property Use Fee (for filming only)	use	$696	$34	$730
Temporary Sign Deposit (yard signs)	campaign	$158	$8	$166

Finance

Fee Description	Unit	Adopted Fee 03/15/2022	$ Change	Proposed Fee 4.88%
Business and Professions Tax Rates:				
Schedule A (per $1,000 gross receipts)	per 1,000 gross receipts	$1.07	n/a	$1.07
Schedule B (per $1,000 gross receipts)	per 1,000 gross receipts	$1.62	n/a	$1.62
Schedule C (per $1,000 gross receipts)	per 1,000 gross receipts	$2.14	n/a	$2.14
Schedule D (per $1,000 gross receipts)	per 1,000 gross receipts	$2.69	n/a	$2.69
Schedule E (per $1,000 gross receipts)	per 1,000 gross receipts	$3.22	n/a	$3.22
Schedule N (non-profit 501(c)(3); veterans; etc.)	n/a	$0.00	n/a	$0.00
Maximum Annual Amount of Tax (Measure B, June 2012)	application	$20,000	n/a	$20,000
Administrative Fee – New license application (Including $12 Business License Technology Fee)	application	$77	$4	$81
Administrative Fee – New Business One Time 6 Month License Application	application	$38	$2	$40
Administrative Fee – Annual Renewal (Including Business License Technology Fee)	application	$60	$3	$63
AB1379 (amended SB1186; ADA info and access fee - State of CA mandated; effective 1/1/2018 through 12/31/2023)	per business certificate	$4	$0	$4
Business License Technology Fee; collected with admin fee	business application	$11	$1	$12
Business License Certificate – duplicate copy	certificate	$18	$1	$19
Lien Release Fee	lien	Passed on to Seller through Escrow	n/a	Passed on to Seller through Escrow
Administrative Fee for Delinquent Refuse Collections	lien	$79	$4	$83
TOT and Business License Reports:				
Delinquent Tax Analysis	per project	At cost using fully burdened hourly rate	n/a	At cost using fully burdened hourly rate
Motel Tax Master (name/address listing)	per report	$57	$3	$60
Individual TOT Report	per motel/per year	$17	$1	$18
Vacation Home Rental Master Report	per report	$57	$3	$60
Vacation Home Rental Label Report	per report	$57 + cost of labels	$3	$60 + cost of labels
Business License Master Report, Standard Format	per report	$57	$3	$60
Business License Master Report Requiring Specific Formatting Due to Information Request	per report	$57 + fully burdened hourly rate	$3	$60 + fully burdened hourly rate
Business License Label Report	per report	$57 + cost of labels	$3	$60 + cost of labels
Miscellaneous Fees:				
Returned Check (NSF) Processing	per check	$25	$1	$26
Geobase Information Service, Research	per project	At cost using fully burdened hourly rate	n/a	At cost using fully burdened hourly rate
Stop Payment Fee	per check	At cost using actual bank charge	n/a	At cost using actual bank charge

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 4, 2023
Agenda Item #: 7

Agenda Item: Agreement with Design Workshop for Preparation of the Mid-Town Area Plan in Amount Not to Exceed $598,697

Executive Summary: The City Council's Strategic Plan Priority 1, Built Environment, Action Item 1.2 is the revitalization of the Mid-Town area. The City is undertaking the development of the Mid-Town Area Plan to guide future land uses and development to meet the needs of residents, businesses, visitors, and the environment. Design Workshop was selected by a selection committee to assist in developing the area plan and leading the planning effort.

City staff is requesting the City Council appropriate $598,697 for the Professional Services Agreement, with $151,405 of that total be allocation from the City's undesignated general fund reserves and $100,000 from General Plan available fund balance.

Requested Action / Suggested Motions: Pass a Resolution appropriating $151,405 from General Fund Undesignated Excess Reserves and $100,000 from General Plan available fund balance for the Mid-Town Area Plan and authorizing and directing the Mayor to execute a Professional Services Agreement in an amount not to exceed $598,697 with Design Workshop for consultant services to prepare the Mid-Town Area Plan.
CEQA Determination: Awarding this agreement to Design Workshop is statutorily exempt from review under the California Environmental Quality Act (CEQA) 15262 (feasibility and planning studies).
Responsible Staff Member: John Hitchcock, Planning Manager

Responsible Staff Member: John Hitchcock, Planning Manager

Reviewed and Approved By:
Hilary Roverud, Development Services Director
Susan Blankenship, City Clerk
Olga Tikhomirova, Diector of Finance
Heather Stroud, City Attorney

Attachments:

01-Staff Report - Mid-Town Area Plan.docx
02-Location Map.pdf
03-Design Workshop Proposal.pdf
04-PSA with Design Workshop.pdf
05-Resolution - Mid-Town Area Plan Agreement with Design Workshop.docx

City of South Lake Tahoe
Report to
City Council

Meeting Date: April 4, 2023

Title: Professional Services Agreement and funds appriation for Preparation of the Mid-Town Area Plan

Location: Mid-Town (see attachment 02, location map)

Responsible Staff Member: John Hitchcock, Planning Manager (530) 542-7472

Background:

The City Council's Strategic Plan Priority 1,Built Environment, Action Item 1.2 is the revitalization of the Mid-Town area. The City is undertaking the development of the Mid-Town Area Plan to guide future land uses and development to meet the needs of residents, businesses, visitors, and the environment. The Mid-Town Area Plan will leverage the adopted 56-acre master plan and existing infrastructure at Lakeview Commons and Harrison Avenue to further transform mid-town into a recreation, arts, and community hub.

The Strategic Plan directs the City to prepare an Area Plan for the Bijou/Al Tahoe, Sierra Tahoe Commercial, Bijou Community Park, and Bijou Meadow/Golf Course areas. The Mid-Town Area Plan would provide land use guidance for all future redevelopment and development opportunities in the Mid-Town area.

Issue and Discussion:

Like past Area Plan planning efforts (i.e., Tourist Core and Tahoe Valley), the Development Service Department initially proposed to prepare the Area Plan primarily with internall staffing and secondary constultant assistance. Funding was allocated in the FY 2022-2023 Budget to fund a Senior Planner for a two-year term to lead the planning effort. The Senior Planner's responsibility would have been to manage the planning process and public outreach, and deliver a Mid-Town Area Plan for the City's Council consideration within the projected timeframe.

The City advertised the Senior Planner position in the Summer of 2023 but received no applications. As a result, a decision was made to solicit a full-service consulting firm that could provide planning and environmental services to lead the planning effort, conduct public outreach and deliver a transformative Mid-Town Area Plan.

The consultant team is expected to lead the planning effort, including outreach and public engagement efforts, policy development, development of design standards, prepare conceptual land visions, and draft implementation strategies. In addition, the consultant is required to draft a program-level environmental impact analysis in compliance with the California Environmental

Quality Act and Chapter 3 of the TRPA Code of Ordinances and Article 6 of the TRPA Rules of Procedures.

The consultant team is expected to develop an Area Plan that is consistent with Chapter 13 of the TRPA Code of Ordinances and incorporate, at a minimum, the following elements:

- The Built Environment and Land Uses
- Design and Development Standards
- Housing
- Transportation and Connectivity
- Sustainability
- Recreation and Equitable Access
- Arts and Culture
- Implementation Measures/Infrastructure Needs

On December 23, 2022 the City posted a Request for Proposals (RFP) on Planet Bid pursuant to the City's procurement procedures. The RFP bidding process closed on January 31, 2023 and the City received three (3) proposals. Design Workshop, Wallace Roberts Todd, and Wood Rogers are the three firms submitting proposals.

According to the City's Procurement Policies and Procedures Manual, a selection committee is required to review, score, and rank the proposals. The selection committee included two representatives from Development Services, one from the Finance Department, one from Public Works Department, one from the Recreation Department, and one external evaluator from the Tahoe Regional Planning Agency.

The selection committee evaluated the submitted proposals based on the evaluation method and criteria described in the posted RFP. The evaluation was based on the submitted cover letter, proposed work plan and deliverables, proposed timeline, proposed cost estimate, and any supporting documents addressing the following:

1. Resources the team could use to reduce the overall project timeline and cost.
2. The proposed method for CEQA analysis of potential Vehicle Miles Traveled impacts consistent with SB 743.
3. Proposed quality control methods to ensure deliverables are complete, accurate, and appropriately edited.
4. Consultant team's capacity to deliver the project in the timeframe and budget proposed.

The evaluation resulted in Design Workshop receiving the highest score, followed by Wallace Roberts Todd, and Wood Rogers. The Design Workshop team received the highest score due to their understanding of the City's needs, the importance of the Mid-Town to the community, their planning experience in the Tahoe Basin, their national experience, and their ability to deliver a quality product within the proposed timeframe and proposed budget.

Based on this evaluation, the selection committee recommends the City Council direct the City Manager to negotiate with Design Workshop to provide full-service planning and environmental services for the Mid-Town Area Plan.

The Design Workshop team will be providing the following services:

Project Management Coordination

Design Workshop will be responsible for project management and coordinating with the Planning Manager for all aspects of the project. This task includes preparing a Project Management Plan with detailed work plans, project schedules and deliverables, assignments, roles and responsibilities, and engagement goals.

Existing Conditions Report

Design Workshop will review previous work, analyze current land use conditions, demographics, and market trends, transportation issues, environmental site conditions, and prepare a report summarizing existing conditions, issues, and opportunities.

Public Outreach and Engagement

Design Workshop will prepare a Community Engagement and Communication Plan to assess engaging the community. This Plan will include identifying stakeholders, engagement timeline, information distribution methods, and roles and responsibilities of the consultant team and City staff. This Plan will also consist of outreach goals and identify engagement tools and techniques that will serve the community's unique needs.

Design Workshop will be responsible for all meeting preparation, public noticing and outreach, and necessary presentations.

This task also includes explicit outreach to the underrepresented community who have generally not been involved in local planning efforts. Translation services and specific outreach to the Spanish-speaking community are proposed, including engaging the youth community.

Draft Area Plan

Design Workshop will develop three conceptual framework alternatives that will describe different land use scenarios for the future of Mid-Town. Those alternatives will be the basis for preparing the Draft Area Plan that includes a land use vision, goals, policies, implementation strategies, zoning standards, development/design standards based on the information received from the existing conditions report, stakeholder engagement, technical advisory groups, and the public engagement outreach efforts.

Environmental Analysis

Design Workshop will prepare a programmatic level Initial Study and Initial Environmental Checklist pursuant to CEQA Guidelines and the TRPA Code of Ordinances and Rules of Procedures. Design Workshop will draft the AB 52 Tribal Consultation Letter, Notice of

Completion, Notice of Intent, the Draft Initial Study/Initial Environmental Checklist, responses to comments, the Final Initial Study/Initial Environmental Checklist, and Notice of Determination.

Final Area Plan

Design Workshop will prepare the Final Area Plan and all necessary maps and graphics, deliver a digital copy to the City, and participate in the Planning Commission and City Council adoption meetings.

Financial Implications:

In the FY 22-23 budget, the City allocated $250,000 for Mid-Town Area Plan professional services and $97,292 for the Senior Planner position into the General Plan account 270-03710. With Mid-year budget amendments, the funds for the Senior Planner were transferred to professional services for a total of $347,292 allocated to the Mid-Town Area Plan. There is an additional $100,000 in General Plan fund balance available for appropriation to professional services. The Professional Services Agreement between the City and Design Workshop includes a not to exceed amount of $598,697. An additional $151,405 is recommended to be allocated from the City's undesignated general fund reserves to fund this priority initiative.

Environmental Considerations:

Awarding this agreement to Design Workshop is statutorily exempt from review under the California Environmental Quality Act (CEQA) 15262 (feasibility and planning studies).

The Mid-Town Area Plan will be subject to CEQA review and that review is part of the scope of work for this agreement. A programmatic Initial Study and Initial environmental Checklist (IS/IEC) is envisioned to be the appropriate environmental document for evaluation of the Area Plan plan pursuant to CEQA and TRPA Code of Ordinances and Rules of Procedures. Our approach would integrate area planning and environmental review by considering environmental constraints early in the planning process and incorporating appropriate environmental protection measures and enhancements into the area plan to create a self-mitigating plan to the extent feasible. For purposes of this proposal, it is assumed that all potential environmental impacts of the area plan could be mitigated to less-than-significant levels and that the IS/IEC would support a Mitigated Negative Declaration (MND) and a Finding of No Significant Effect (FONSE). If the IS/IEC identified the potential for significant and unavoidable impacts, such that an EIR/EIS is required, the approach to preparing an IS/IEC as proposed by the consultant team could be modified.

Policy Implications:

Preparing an Area Plan for the Mid-Town is consistent with the following General Plan policies:

Policy LU-1.2 Smarth Growth: The City shall implement Smarth Growth principles to create walkable, mixed-use centers, compact and complete neighborhoods, and enhanced gateways and places. Smarth Growth Principles include:

- Creating a range of housing opportunities and choices
- Creating walkable neighborhoods

- Encouraging community and stakeholder collaboration
- Fostering distinctive, attractive communities with a strong sense of place
- Making development decisions predictable, fair, and cost-effective
- Providing a mix of land uses
- Preserving open space, natural beauty, and critical environmental areas
- Providing a variety of transporation choices
- Strengthening and directing development to existing communities
- Taking advantage of compact building design

Policy LU-2.2 Community Plan Preparation, Adoption, and Implementation: The City shall periodically update and implement the four Community Plans as a way ot focus development commodities and revitalization efforts.

Policy LU-2.5 Bijou/Al Tahoe Community Plan Area: The City shall encourage the creation of a viable residential neighborhood with appropriate neighborhood amenities and compatible high quality family-oriented recreation and public facilities including government offices.

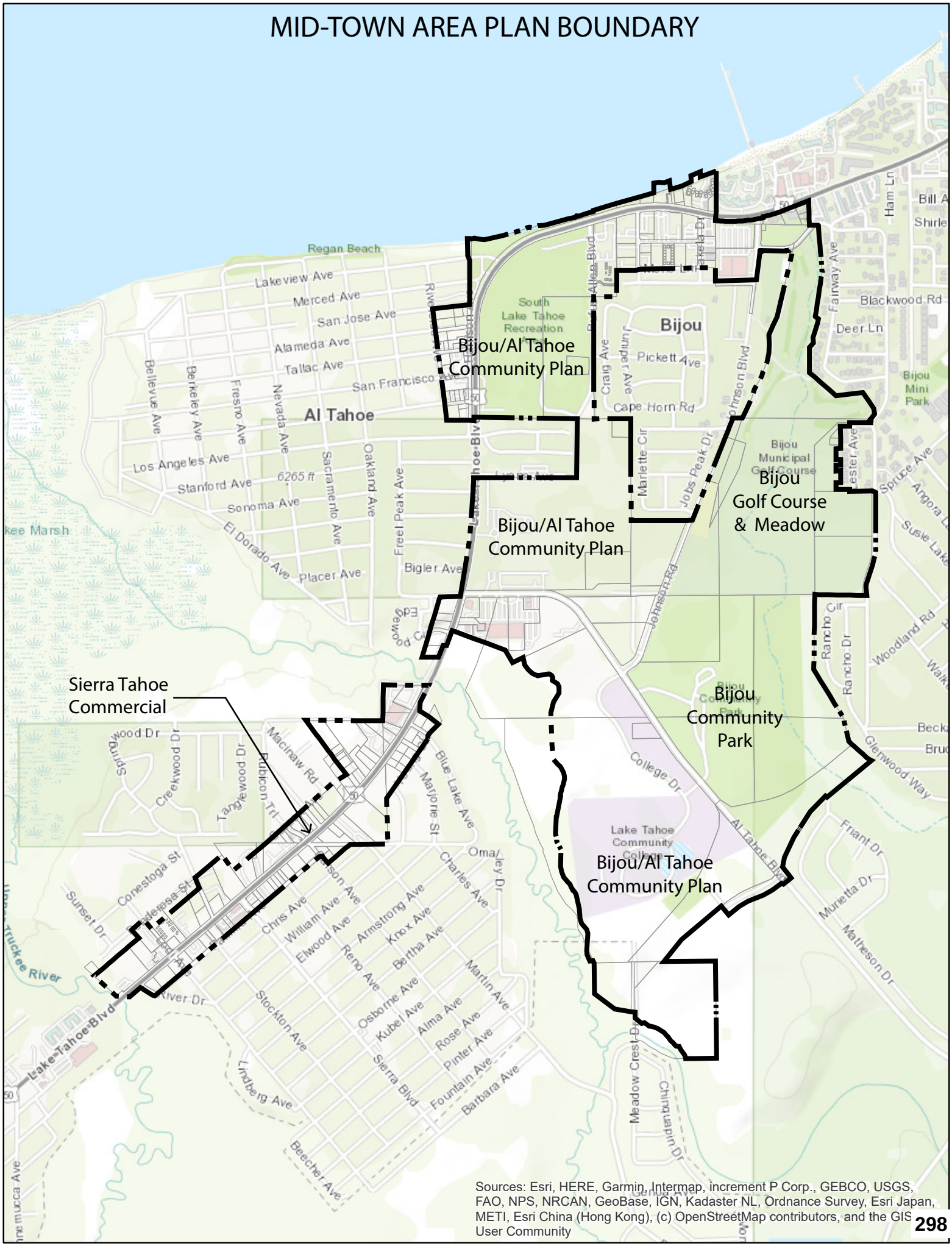
Policy LU-2.8 Community Plan Incentives: The City shall provide permit streamlining, commodity increases, coverage increases, and other similar incentives to enourage implementation of General Plan goals and policies.

Policy LU-5.3 Commercial Center Enhancement: The City shall encourage the upgrade and/or expansion of existing commercial centers, including: improvements to parking and landscaping areas; redesigns to accommodate bicycle, pedestrians, and transit facilities; and remodeling to incluce “green” technology and improve energy efficiency.

Policy LU-8.14 Art in Public Places: The City shall promote art in public places such as pedestrian areas, tourist accommodation areas, social gathering places, and commercial shopping cneters in conformance with a Cultrual Arts Master Plan.

Policy LU-11.2 Equal Public Participation: The City shall ensure that all community residents have meaningful opportunities to participate in the decision-making process.

MID-TOWN AREA PLAN BOUNDARY



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

MID-TOWN AREA PLAN

RESPONSE TO REQUEST FOR PROPOSALS
PREPARED FOR THE CITY OF SOUTH LAKE TAHOE
RFP #2022-12-13
JANUARY 31, 2023
AMENDED MARCH 16, 2023

DESIGNWORKSHOP

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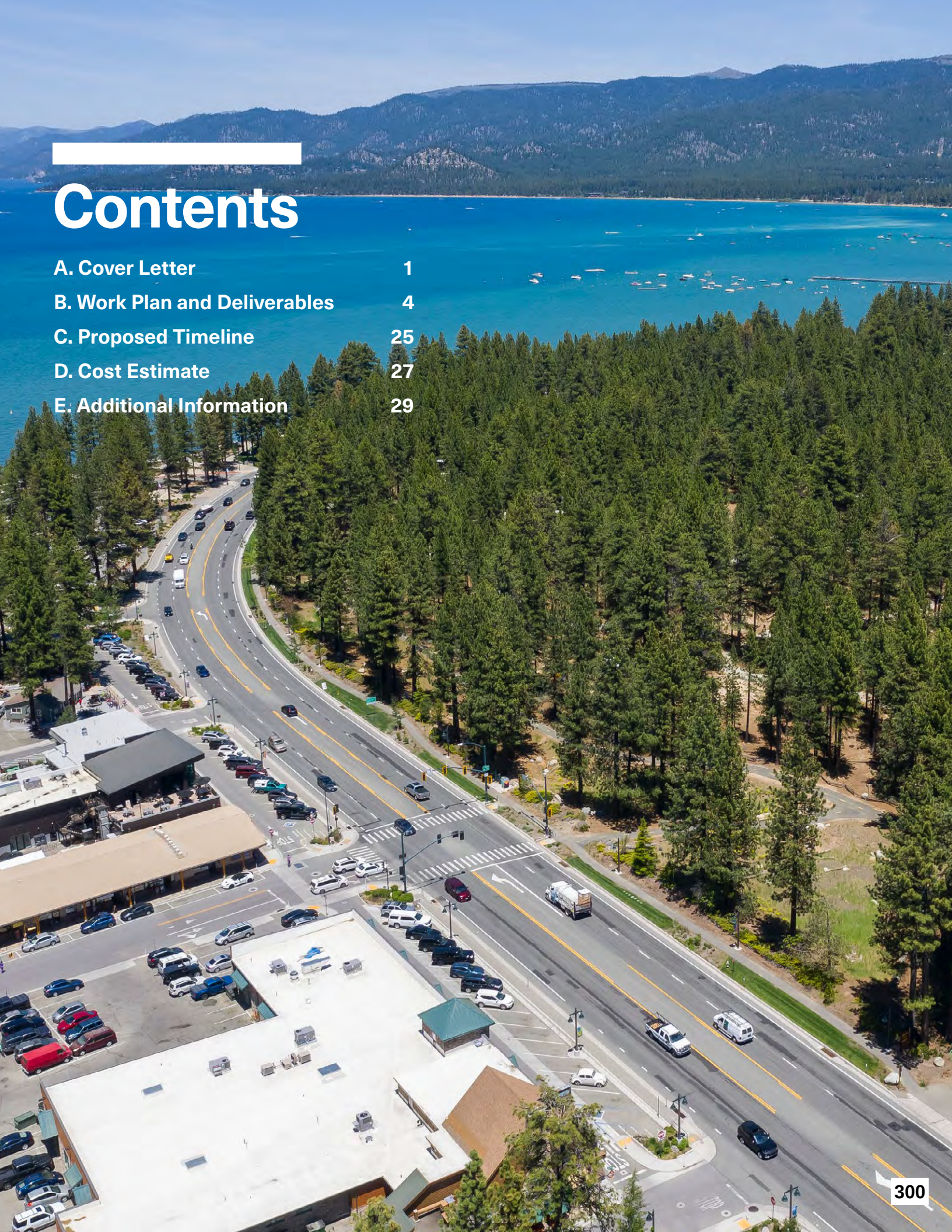

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January 31, 2023

John Hitchcock, Planning Manager
Planning, Land Use and Zoning
City of South Lake Tahoe
1052 Tata Lane
South Lake Tahoe, CA 96150

Re: RFP Mid-Town Area Plan and #2022-12-13

Dear John and members of the selection committee,

Developing the Mid-Town Area Plan is an important step for the City of South Lake Tahoe to develop a comprehensive planning document that is both visionary yet addresses the elements important for implementation. The Mid-Town area as defined in the Request for Proposal, includes some of the City's best recreation assets, located adjacent to some of most diverse, historic and walkable neighborhoods, where restoration and environmental enhancements can help shape the character and beauty of the area. This is a great opportunity for reinvestment and infill in the existing commercial areas, many of which have seen redevelopment in recent years. To preserve the local character while also preparing for future growth, it is the ideal time for the community to craft an area plan that addresses the changes and opportunities within the community and charts a course for the future of Mid-Town.

Design Workshop is excited to submit a proposal to assist the City with this critical planning effort and final document. Based on our understanding of what the City would like to accomplish in this process, we have structured a team of consultants that brings creative solutions, technical knowledge, strong visualizations, and foundational data and analysis to ensure the vision of Mid-Town is both inspirational and achievable. Our team has national experience working on regional, neighborhood, and area plans across the county, balanced with a local knowledge of the City of South Lake Tahoe. As a majority of our team also calls this area home, we understand the needs of the community and unique attributes of the Mid-Town area. Each of us has a personal story that ties us to this project, as well as experience and technical expertise that will prove this project successful.

We understand the need to develop a Mid-Town Area Plan that achieves the environmentally beneficial redevelopment and threshold gain identified in the Lake Tahoe Regional Plan, while also accomplishing local strategic priorities. Design Workshop has intimate knowledge of the plan area through work on the 56-Acres Park, Regan Beach, Bijou Bike Park, Tahoe Greenway, and other plans and projects within the Mid-Town Area. Ascent was instrumental to the adoption of the Regional Plan update and has guided all Basin jurisdictions—the City of South Lake Tahoe, Douglas County, El Dorado County, Placer County and Washoe County—in plan preparation and completion of the environmental review. LSC has deep knowledge in the need to balance land use planning with transportation capacity that centers around regional vehicle miles traveled (VMT). BAE ensures that market driven solutions are incorporated into the design process. Stantec is familiar with the hydrologic, geographical, engineering constraints and opportunities within the Mid-Town area having delivered numerous hydrologic studies and engineering designs including the East Pioneer Watershed Hydrology Study, the Bijou Erosion Control Project, and the Harrison Avenue Streetscape Project.

Once complete, the plan will address the built environment and land uses, housing, transportation and connectivity, sustainability, recreation and equitable access, arts and culture, environmental enhancements, and infrastructure needs while providing implementation strategies that are consistent with City policy and the TRPA Code of Ordinances.

We thank you for your consideration of our team's proposal and I personally look forward to working with you and being part of a legacy project that will impact many generations to come. Please do not hesitate to contact me at (775) 790-0034 or snoll@designworkshop.com.

Sincerely,

Steve Noll
Principal-in-Charge

B. WORK PLAN AND DELIVERABLES

Authentic places are rooted, enduring, meaningful and intensely local.

Our Understanding

The Mid-Town Area Plan (Area Plan) for the Bijou/Al Tahoe Community Plan, the Sierra Tract Commercial Plan Area Statement, and the Bijou Meadow Plan Area Statement (Bijou Community Park, Bijou Meadow/Golf Course), collectively referred to as the Mid-Town Area Plan, is an opportunity to achieve revitalization of the plan area. The Mid-Town Area Plan leverages the recently completed 56-Acre Master Plan and existing infrastructure at Lakeview Commons and Harrison Avenue to further transform Mid-Town into a commercial, recreation, arts, cultural and community hub. The planning process will bring the community, stakeholders, and the City together in partnership to create a vision for the future of Mid-Town, create guiding principles that drive future development, and develop goals and policies that implement the Regional Plan and City of South Lake Tahoe objectives at a community scale. Area plans by nature need to address a wide variety of social, economic, and environmental factors—some of the factors include land use and zoning regulations, development and design standards, transportation, and environmental considerations such as balancing recreation and conservation and ensuring public services and facilities to serve residents. The following are the key topics our team believes our team believes are important for the future of the Mid-Town Area Plan:

The Importance of the Area Plan

Places define how the community experiences Mid-Town, where they meet, gather and hangout. The relationship of housing, retail, and connectivity are the essential ingredients to creating great places. Our approach to the Mid-Town Area Plan is rooted in an understanding of the framework of the Mid-Town area—including current land uses, infrastructure, planned projects, and local character, balanced with the economic drivers that attract people to live, work and play. We believe these elements are intricately linked, as a thriving economy attracts people, and the physical elements contribute to a great Mid-Town experience. The Mid-Town Area Plan is an opportunity

Layering spaces and experiences helps create opportunities for social connection.

to curate land uses to serve both the existing neighborhoods and greater City residents. We will explore the availability of housing, retail economy and the culture of recreation in celebration of the Lake, parks and natural areas that make this area of Tahoe special.

Mid-Town is a Recreation Hub

Recreation and access to the outdoors is central to the way of life in South Lake. The Mid-Town area is a central hub of recreation featuring Bijou Bike Park, multi-use fields, 56-Acre Park, the LTCC campus and is a launch point for paddleboarding and swimming at Regan Beach and Lakeview Commons. With the recent adoption of the 56-Acre Master Plan and the current construction of a new recreation/swim center, the quality of recreation in this area will continue to improve.

As part of this process we will develop a preliminary Bijou Park Master Plan and explore strategies to enhance or increase community gathering places and how they are linked to other areas of the community.

The Heart of the Community

The Mid-Town area is at the heart of South Lake Tahoe, touching on the most scenic views of Lake Tahoe and is a bridge between other local and visitor destinations at Tahoe Valley (the Y) and the Tourist Core (The Base Village). The businesses along Harrison Avenue and at Sierra Boulevard are distinctly local. As such, it is critical the Area Plan ensures that design concepts will enhance creation of a meaningful places for this area of the City.

The Area Plan will identify key opportunities to create vibrant community destinations through increased density and strategic placemaking. We propose a series of conversations with business owners, property owners and the local development community to leverage partnerships and identify incentives to support mutual goals. Our approach suggests key opportunity sites to explore redevelopment opportunities to guide policy recommendations as well as ensuring project feasibility. Opportunity sites might include mixed use and infill development, attainable housing locations, and the opportunities for the golf course and Bijou Park to address programming and placemaking.

Celebrating the Natural Setting

Mid-Town connects the mountains to the Lake with access to both water and mountain activities, which is core to the local culture. The coordination of land use planning to enhance active

and passive open space assets and protect the Lake, restore SEZ, and integrate local neighborhoods are opportunities the Mid-Town Area Plan will feature. Ecology of the site should inform decision-making around roads and infrastructure to incorporate best practices for stormwater, minimize site disturbances, and protect and restore natural habitats. Our understanding of these resources will allow us to prepare an area plan that celebrates the area's natural landscape, improves socioeconomic conditions, incorporates environmental beneficial redevelopment, and accomplishes threshold gain.

Integration of Transportation and Infrastructure

The Mid-Town Area Plan needs to look comprehensively at how streets and trails connect surrounding neighborhoods to multimodal options for transit. Roadways should connect people, not divide them, and support a sense of place to create safe and accessible spaces. Our approach will ensure that parking is balanced for residents, businesses, and visitors. Key to the success of the Mid-Town Area Plan will be to provide transit options—including bus service and bicycle and pedestrian infrastructure—that are easily accessible through a safe and connected network that improves vitality of the community activity centers. The Area Plan will aim to address these and other issues to promote alternative transportation, encourage community cohesion, and improve socioeconomic vibrancy.

As a long-term plan, it is important that circulation and mobility policies be crafted to advance overall community goals. VMT has emerged as a key measure of transportation and associated impacts, both at a regional and statewide level. The Area Plan has the potential to proactively address VMT by considering land use patterns that reduce the need for travel, as well as non-auto improvements and other policies that encourage a shift away from private vehicle transportation.

Experts in Community Engagement

We position community and stakeholder engagement at the center of every project and Design Workshop is known for customizing outreach strategies for individual project and community needs. We do not believe that one-size fits all, and are experts at designing a process that utilizes a variety of tried and true tools to innovate and adapt to meet the needs of the city and community. Our commitment to you is to provide

a public process that is meaningful, inclusive and innovative.

We believe that the voices of the community - from City Council to TRPA to the small-business owners on Harrison Avenue to the visitors and residents enjoying the Lake - are an essential piece of the story for the Mid-Town Area Plan effort. The following outline core values that Design Workshop brings to community and stakeholder engagement.

- **Inherently collaborative**. We work with you and the community to address the issues and identify strategies that are realizable and attainable. We work with the city staff, stakeholders and community as project partners in success. We ask that you be ready to be part of the team to help the project evolve from start to finish.
- **Engaging and Fun!** We listen–truly listen. We strive to create a process that is inclusive, transparent, and authentic with meaningful opportunities to participate in the conversation. We are trained facilitators and have developed and collected a wide array of in person activities and digital technologies to adapt to situations and objectives.
- **Community Leaders.** We believe the strategic engagement of local leaders, business owners and local organizations from project start to finish is crucial to successful outcomes and support for the plan. Local leaders and community advocates can help to organize, educate, and build momentum to move forward–and become project partners along the way.
- **Everyone Has a Voice.** We ensure inclusive engagement where everyone has a voice in the public conversation by identifying the geographic, demographic, and interest groups that make up the fabric of the community. We use creative methods to reach out to groups that may traditionally not be involved in planning conversations.
- **Transparency Builds Trust**. Engagement is more meaningful when people know their input will be used, what others in the community have said, and how input has influenced the plan creation. We have found that both qualitative and quantitative assessments of community input provide decision-makers with more confidence in a defensible process.

Our approach to community engagement for Mid-Town Area Plan is based in principles of providing broad engagement opportunities for the entire community. Rather than focusing on one event or method for

outreach, we will plan "engagement windows" that are bursts of multiple tactics for community conversations and centered around key milestones in the project. Each window will explore different ways to connect with people, through meeting people on-site to community workshops. While we will work with the city to craft and engagement strategy specific to the project needs and goals, the following are suggested tools and strategies we propose for the Mid-Town Area Plan.

- **Public Engagement Plan.** We will invest considerable resources to create a Community Engagement and Communications Plan (CECP) to identify key stakeholders, major interest groups and underserved communities, and marries the appropriate engagement tools to these groups at key moments in the planning process. The outreach and communications for this process will be tailored to meet the needs of the City and community through discussion at the SKO.
- **Communications.** We will tailor the outreach and public communications to exceed the City's expectations. We anticipate working with the City's communications department to maintain an engaging online presence and provide regular content and project updates for the City to post on a project website. In addition, our team is experienced in creating media packets for projects which provide information for a variety of media outlets including what the project is, who is involved, why the project is important, and when and how people can get involved or provide feedback.
- **Listening Sessions.** Our approach includes a series robust discussions around a broad range of where key stakeholders to come and share their thoughts, concerns and ideas around targeted topics.
- **Advisory Groups.** We also know it is important to listen and build trust with local leaders and decisions makers and propose regular meetings with the City and city leadership. We believe using an Advisory Group is an effective way to ensure engagement from key stakeholders, while also creating ambassadors for the process and a community to disseminate project information in advance of engagement events. This group would be identified during the SKO, and we anticipate working with staff to engage these key stakeholders.
- **Pop Up Events.** Pop-ups represent an excellent opportunity to engage large cross-sections of the community and capture their thoughts. We can create posters with QR codes, stencil sidewalks,

which can all be used to drive participation in the project. We will provide a toolkit and coordinate with staff to enable community members to ask questions about the project.

- **Community Workshops**. As our firm's name suggests, Design Workshop has institutionalized the community workshop as a key component of our planning and design process from the beginning of our firm over 50 years ago. The workshop is a flexible format that can be tailored to meet specific community needs and can be scaled to work effectively at a citywide level or neighborhood level. Using a variety of exercises and activities ensures diverse and holistic responses, we make sure each exercise works in both physical and digital formats. The goal of every workshop undertaking is to engage the community in meaningful ways to spur excitement and creativity and build capacity.
- **GIS Storymap**. A StoryMap can be updated throughout the project to ensure updated content and engagement opportunities. By providing the opportunity for the public to access quick surveys, we can ensure we hear from the entire community and keep them engaged throughout the process.
- **Poster Roadshow.** We can create posters with the plan highlights and a QR code to the draft plan which can be used to drive participation and allow the community to be involved in the outcomes of the project.

Integration of Design and Strategic Services

BAE and Design Workshop have a proven history of collaboration, which is an integral part of our approach to integrate design and planning with feasibility and real advisory services for all land uses and scales. By integrating planning and design work in real time with project feasibility, we cycle and refine multiple design options that are informed and supported by the market and test the limitations of code and policy to inform future plan recommendations. This enables us to seamlessly integrate market supported design practices, driving value and resulting in projects that not meet the project vision, but that are also financially feasible. Our approach for this plan includes the selection of strategic opportunity sites to explore the design potential and development feasibility within Mid-Town. Market research and analysis, in addition to the community's input around the future of Mid-Town, will inform the selection of criteria and indicators for three opportunity areas. Each of the three areas selected will represent an aspect of the Mid-Town vision, such as infill development, affordable housing or connectivity. We have found this strategy to be transformational by allowing for exploration, testing and refinement of plan ideas as well as creating inspiring visualizations for what the future might hold.

A History of Collaboration and Excellence in Project Management

Our team has a long history of collaboration and work in the Tahoe Region. We bring value to clients through its commitment to project management, expertise in planning and built work, and proven success with public engagement. We have extensive experience in leading, managing and implementing complex projects. Our project management approach anticipates issues that may arise throughout the planning and engagement process. This allows us to thoughtfully address political, environmental, social, and design challenges and opportunities in real time to better serve your needs and deliver the highest quality product.

Proven History of Successful Area Plan Environmental Review and Adoption

Collectively our team, and specifically Ascent, has successfully completed numerous projects that require a thorough understanding of TRPA and other federal, state, and local regulations. Through Ascent's substantial experience with Tahoe Basin projects over the years, they have worked with public agencies to evaluate projects in the context of their social, economic, and environmental effects, with emphasis on their ability to contribute to threshold attainment. Ascent has developed strategic and effective approaches to achieve successful environmental compliance for Basin projects and plans. Their approach emphasizes providing credible and legally defensible analyses. They approach the environmental review for plan documents with the intent of streamlining the environmental review for subsequent projects implemented pursuant to the plan. They are respected by stakeholder organizations and regulatory decision-makers and have contributed to the successful adoption of updates to TRPA's Regional Plan and Shoreline Plan, five area plans for Basin jurisdictions, and several area plan amendments.

Work Plan and Deliverables

Based our understanding of the Request for Proposal (RFP), the following narrative describes a list of services anticipated for Design Workshop Team to complete the City of South Lake Tahoe Mid-Town Area Plan. The scope of work follows the process outlined in the RFP with some modifications. We look forward to working with City staff to refine the scope of work to achieve the best project results while leveraging existing information and planning efforts to deliver a high-quality area plan for Mid-Town.

While the following scope is organized in a linear manner, many of the tasks may proceed concurrently. The project will be organized into six task phases:

- Task 1- Project Management
- Task 2-Existing Conditions
- Task 3- Community Engagement
- Task 4- Draft Recommendations
- Task 5- Environmental Assessment
- Task 6- Final Plan

TASK 1: PROJECT MANAGEMENT

This task includes the initial kick-off meeting and the various internal meetings with City and staff. Public outreach tasks are detailed under Task 3, yet as part of the initial kick-off meeting, we discuss the Community Engagement and Communications Plan. This includes the following sub-tasks.

Task 1.1 Strategic Kick Off

We will begin with a Strategic Kick Off (SKO) workshop with the consultant team and key City staff to review and refine the scope of work and schedule, roles and responsibilities, define critical success factors, discuss community engagement goals, data needs requests, and other factors of project success. It will lay the foundation for an inclusive process and identify clear communications and community engagement opportunities.

Deliverables

1. *In person Kick-off, Agendas, Presentations and Summary*
2. *Project Management Plan (PMP) including detailed work plan, project schedules and deliverables, assignments, roles and responsibilities, project critical success factors and engagement goals*

Task 1.2 Data Collection and Base Maps

To prepare for the in-person site visit and SKO, DW will prepare presentations, base maps, and facilitation materials to convey our initial ideas and engage in discussion. We will gather and assemble existing available mapping data of the planning area including City LIDAR mapping and previous base maps developed for previous projects in the planning area and develop a planning area base map for use in all planning efforts for the Mid-Town Area Plan. The bulk of the existing mapping utilized for the base map will be City LIDAR mapping. We will incorporate newer topographic surveys and mapping available from projects that have been completed and will be condensed into one mapping file and all overlaps are trimmed and "stitched" together to form a single cohesive map, Stantec will simplify planimetric map data to display only information relevant the planning effort. In the event the City has this

information readily available we can reduce our efforts in bas mapping.

Deliverables

1. *One (1) base map using AutoCAD or GIS.*

Task 1.3 Consultant Team and City Site Walk

Following the SKO the meeting we will conduct consultant team and city staff site visit and walking tour to get to know the project area including current successes of the previous plan efforts, areas of opportunities and areas of concern. Stantec will visit the planning area on foot to "ground truth" all mapping information. Discrepancies and mapped and physical conditions will be updated.

Deliverables

1. *One day consultant team site visit*
2. *Site Observations and Inventory Assessment*

Task 1.4 Project Management Plans, biweekly Meetings and Reporting

Every phase will involve project management from Design Workshop's Principal-in-Charge and the project manager. A Project Management Plan (PMP) is an essential tool for successful project planning will serve as the team roadmap and will chart roles and responsibilities, schedule of milestones and deliverables, and tools to ensure team members stay on track. To facilitate efficient communication, we are anticipating time for biweekly virtual progress meetings with the Client project manager. The specific schedule will be determined at the SKO described in Task 1.1.

Deliverables

1. *Biweekly (every other week) calls with the Project Team, including meeting agendas, notes with action items (up to 24 one-hour Calls)*
2. *Percentage complete project report by task and monthly invoices (12 Total)*

TASK 2: EXISTING CONDITIONS REPORT

This task includes research to better understand previous work and documents provided by the City, review and analyze current conditions and prepare a report summarizing existing conditions, issues and opportunities. This includes the following sub-tasks.

Task 2.1 Past Plan Review

Using directives and outcomes from the SKO, we will conduct a review of previous reports, studies, historic plan area document and other plans to understand the history and the depth of work completed to date in the city and project area. This will include but not limited to the City General Plan, 56-Acre Plans, LTCC Campus Master Plan, previous planning for Harrison Avenue, Bijou Park, South Shore Vision Plan, parking preference white paper, transportation planning documents including bicycle/pedestrian plans, transit plans, Caltrans improvement plans and the Regional Transportation Plan. This will also include a detailed review of Chapter 13 of the TRPA Code of Ordinances and the requirements of a Specific Plan.

Deliverables

1. *Existing Plan Review Summary Memo, including Identification of policies implemented and what remains to be completed from the previous Community Plan (review of up to 12 plans)*
2. *Memo reviewing existing Code and Guidelines, including identification of potential changes.*

Task 2.3 Land Use Analysis

We will complete an analysis of the project area to establish a baseline of understanding and identify opportunities for the Mid-Town area Plan. Areas to be analyzed include but are not limited to the context of the area, current zoning and future land use, land capability assessment, coverage, ownership, open space, scenic assets and infrastructure. Our findings will be incorporated into a memo which will include contextual community relationships including the relationship of Mid-Town to other areas of SLT, a mapping inventory to include commercial and retail uses; parks, trails and open spaces and natural areas and existing community infrastructure including sewer, water and water quality facilities.

Deliverables

1. *Land Use Assessment in Microsoft Word format*
2. *Map Atlas with up to (12) maps*

Task 2.3 Background Demographics and Market Trends Assessment

BAE will prepare a background demographics and market trend assessment areas to be analyzed population and households, residential and non-residential markets trends and potential displacement risks, travel patterns and economic drivers, project growth. BAE will identify potential market opportunities and constraints to desired forms of development within the Plan Area, including both housing and commercial uses, particularly along priority commercial corridors, such as the Sierra Boulevard/Harrison/Safeway area. BAE will coordinate with City staff to identify key uses of interest, such as affordable and workforce housing, student housing, and desirable employment generating uses that will inform scenarios and opportunity sites in Task 4.

Deliverables

1. *Community Profile and Trends Memo in Microsoft Word format*
2. *Market Understanding and Feasibility Assessment Memo in Microsoft Word format*

Task 2.4 Public/Quasi-Public Facilities and Services Assessment

Utilizing the base map developed previously Stantec will incorporate the City's Stormdrain Infrastructure Map and LIDAR topography to present a solid visual depiction of the existing hydrology of the planning area and the hydrologic facilities that have been constructed to date to treat stormwater runoff. Stantec will obtain existing watershed and sub-watershed mapping and where necessary will develop new watershed and sub-watershed mapping and overlay this data on the base map and drainage infrastructure map to identify areas within the planning area where stormwater quality projects have been completed and where future planned and potentially unplanned stormwater quality projects are still needed. Stantec will reference the TRPA EID project list and previous studies and Plan Area Statements, and projects completed within the planning area to identify and prioritize areas where future stormwater quality improvements and projects are needed. Stantec will provide summary mapping and descriptions of other utility infrastructure and roadway and transportation conditions assessments. Stantec will consult with utility companies with infrastructure within the planning area and provide mapping and summary descriptions of the conditions of utility infrastructure.

Deliverables

1. *Public and Quasi-Public Facilities and Services Assessment Memo in Microsoft Word format*

Task 2.5 Transportation Assessment

LSC will prepare a summary of existing mobility conditions. This will include summary of existing available bicycle/pedestrian counts and transit ridership counts in the area. As traffics counts more recent than 2017 are not available, new summer traffic counts will be conducted at the following key study area intersections:

- US 50 / Johnson Blvd
- US 50 / Tallac Avenue
- US 50 / Lyons Avenue
- US 50 / Al Tahoe Blvd
- US 50 / Sierra Blvd

These counts will be adjusted using Caltrans roadway count data to reflect

busy summer design period conditions. Existing Level Of Service (LOS) will then be evaluated for the following key intersections for summer at these intersections. As summer volumes exceed winter volumes, LOS analysis will be limited to summer only.

Caltrans count data will be reviewed to define trends in traffic volumes, as well as to characterize seasonal traffic patterns. In addition, a Circulation and Connectivity section will be prepared for including in the overall Existing Conditions

Deliverables

1. *Transportation, Circulation and Connectivity Memo in Microsoft Word format*

Task 2.6 Environmental Site Conditions

Ascent will prepare a memorandum summarizing environmental site conditions within the plan area that will inform preparation of the existing conditions report, area plan development and environmental review. Environmental site conditions will be determined through a review of readily available literature and GIS data, aerial mapping, information gathered from past projects within the plan area, and a site visit. The memorandum will identify noteworthy environmental conditions, constraints, and potential opportunities to resolve environmental issues within the plan area.

Deliverables

1. *Draft and final memorandum describing environmental site conditions.*
2. *Draft and final memorandum of cultural resources.*

Task 2.7 Existing Conditions, Issues, Opportunities Summary

Using directives and outcomes from a review of all existing conditions memos, we will summarize the above tasks and align with community and stakeholder feedback to develop an Existing Conditions Summary to establish a baseline and identify opportunities going forward. We will create analysis maps to understand the potential opportunities and constraints within the project area. Our understanding will be incorporated into a report which will include analysis, mapping and summary narrative and of issues and opportunities.

Deliverables

1. *Existing Conditions Summary including opportunities and constraints relevant to future development of the area plan.*
2. *Map book including up to 12 Maps including land use patterns, transit and circulation, streetscape, parks and urban spaces, vacant or underutilized lands, infrastructure and facilities, transportation and connectivity.*
3. *One (1) revision cycle of the draft document*

TASK 3: PUBLIC AND STAKEHOLDER ENGAGEMENT DW

The Design Team will use a combination of public engagement events to allow for broad participation and allow for both in person and virtual engagement opportunities. We propose a series of community engagement windows, designed with different ways to connect with people, through meeting people on-site to

community workshops. In preparation for the events, we will work with City staff to determine the methods and make the necessary arrangements to accommodate special physical or language translation needs that may include, but is not limited to, Spanish and/or sign language interpreters and visual or auditory accommodations. This includes the following sub-tasks.

Task 3.1 Community Engagement and Communications Plan (CECP)

We will work with City staff to develop a Community Engagement and Communication Plan document that includes identifying stakeholders, contact information, engagement timelines, information distribution methods, and responsibilities of staff and the consultant team. We will work with you at the SKO to determine outreach goals, engagement tools

and methods that will serve the unique needs of your community and determine benchmarks to ensure that efforts are meeting the needs of the project.

Design Workshop will be responsible for all meeting preparation, public noticing and outreach, and necessary presentations for use on the city website. We will work with City staff to develop specific communication/ marketing tactics to drive meeting attendance and public participation. We will help develop the content for press releases for submittal to local media with carefully crafted messages, including proposed quotations to be attributed to key staff and officials. We have found projects to be most successful where the city serves as the primary contact for the press and communications.

Project websites are an important tool for facilitating public engagement and will help to build momentum for the planning process. We anticipate providing content for the city to link to the current website and social media channels. In addition we could utilize ARC GIS story maps to craft a story of the project, from existing conditions to scenarios to a draft plan.

Deliverables

1. *Community Engagement and Communication Plan, draft and final formats provided in MS Word and PDF format*
2. *Associated communication materials including content for City's project website including Project website Information (for the City to incorporate into a project website within the City's domain) and Presentation materials including PowerPoint presentations, maps, illustrations.*
3. *Meeting notices and project fact sheets and flyers (up to 3 per engagement window) (formatted for print and for digital distribution)*
4. *Project website Information (for the City to incorporate into a project website within the City's domain)*

Task 3.2 Technical Advisory Group (TAG).

It is important that the process be informed by the key stakeholders to serve as an Advisory Committee. We will host a total of four meetings throughout the project with influential partners identified by project leadership. We anticipate being involved in Technical Advisory Group meeting to guide the project progress and provide key input. We would anticipate this group to include 8-12 members which may include stakeholders and government agencies including the City, County, TRPA and the Parks and Recreation Commission. These meetings would be facilitated by Design Workshop with support from city staff. Anticipated Meetings area as follows:

1. Project Kick Off
2. Existing Conditions Summary and Feedback
3. Recommendations Summary and Feedback
4. Draft Document Review and Comments

Deliverables

1. *Draft emails and Agendas, Meeting Materials and Activities, Presentations and Summary Notes*

Task 3.3 Bijou Park Community Advisory Group (CAG)

We understand a key component of this project will explore Bijou Park, the golf course and LTCC to address events, parking and best uses in balance with open space and natural stream environment zones. We proposed a

Community Advisory Group which we anticipate this group to include the CSLT Parks and Recreation Commission, LTCC, CSLT School District, Golf Course representative and other with influential partners identified by project leadership. We will host a total of three meetings be facilitated by Design Workshop with support from city staff. Anticipated Meetings area as follows:

1. Issues and Opportunities work session
2. Design Concept work session
3. Draft Concept for plan review work session

Task 3.4 Stakeholder Listening Sessions

To supplement broad community engagement, we will work with staff to develop a list of stakeholders and schedule focus group meetings early in the planning process to gather their thoughts on the areas' opportunities and challenges. We will host Total of 12 topical conversations with influential partners identified by at the SKO and outlined in the CECP. This input will lay the groundwork for understanding priorities and trade-offs for the project area. Interviews may also be incorporated into other public participation events to better engage the stakeholder group.

Deliverables:

1. *Up to 12 in person or virtual meetings*
2. *Meeting planning and Facilitation work sheet*
3. *One (1) meeting to discuss roundtable results (virtual)*
4. *Multicultural Focus Group: A focus group meeting with the Multicultural Committee and, if needed a Spanish-speaking translator.*

Task 3.5 Community Engagement Window #1: Community Understanding

The first phase of engagement is intended to capture and reflect the needs and priorities of the community through stakeholder conversations and pop up events. We want to learn the about the stories for today and hopes of the future within the Mid-Town Area. The purpose is to capture and reflect the needs and priorities of all residents and ultimately, demonstrate to the community that their stories, concerns and hopes and will drive the formation and various elements they feel are important to a long-term vision for Mid-Town. We will use tools to build community dialogue such as:

Community Survey or Virtual Map

Using online platforms such as online surveys or virtual mapping tools such as social pinpoint, we aim to broadly engage the community to gain insight into priorities and needs to the community at large, and target potential opportunities for the Mid-Town Area. We would provide a business card with a QR code to access surveys and mapping activities that could be shared broadly throughout the community. Design Workshop has capacity to provide Spanish translation for virtual tools.

Public Workshop (2)

The first series of workshops will capture and reflect the vision and values of residents. We recommend having a short session focused on FAQs and an activity, allowing the majority of input to be collected with an online survey tool, interactive map, downloadable youth engagement materials, and other resources.

Pop-Up Event

Based on the information gathered to date, we will hold an initial community pop up event within the project area. We will work with the City to determine the best location and we will provide a Toolkit including business cards, informational posters, stencil sidewalks, presentation boards, talking points or questionnaires, comment/idea walls and/or other light touch engagement tactics. Design Workshop will prepare all materials and will coordinate with staff to organize locations. These pop-up materials would be integrated into the open houses.

Deliverables:

1. *Community Engagement Materials Engagement Planning Worksheets, Draft and Final Engagement Materials, Engagement Summary #1*
2. *Materials including popup Activities and toolkits, Questionnaires or Visual Surveys*
3. *One (1) day of in person engagement.*
4. *Translation of Engagement Materials: Translation of all materials including flyers, posters, presentations and handouts during engagement events.*
5. *Staff Time for Additional Events: Two additional days of pop-up facilitation with two Design Workshop Staff.*
6. *In-person Translation Services: One native Spanish speaker at in-person community meetings and up to two po-pup events.*
7. *Targeted pop-up Events with Spanish Speaking Community: Two additional meetings which could include Cafecitos meetings, meetings at Grace Hall of St. Theresa's Church, Hispanic markets, and/or other cultural events or locations as determined at the SKO and written into the Community Engagement Plan.*
8. *Targeted Youth Engagement: Two additional meetings which could include locations at the Boys and Girls Club, Recreation Center and/or Bijou Park other cultural events or locations as determined at the SKO and written into the Community Engagement Plan.*
9. *Additional Virtual Meeting: On a per meeting basis.*

Task 3.6 Community Engagement Window #2: Draft Plan Refinement

During this phase, we will present draft plan concepts for review and comment from the community including the project vision, guiding principles, and goals thorough key opportunities for addressing challenges in the Mid-Town Area Plan. Engagement will focus on prioritization exercises, but to also demonstrate how community input was incorporated into the draft content and to gauge reaction to plan ideas. Ideas will be shared at an in person open house and be available virtually on the city website. We will use tools to gather feedback such as:

Open House (2)

At the end of each day of the design charette, we will conduct an open house to present the ideas generated and use facilitation tools to build community dialogue. We will present the future vision, themes and goals of the plan, as well as to demonstrate how input from the community understanding made its way into the content. This may include presentations, dot exercises, discussion questions and will be made available in person and/or on the project website for those unable to attend the event at its scheduled date/time.

Pop Up Event

We propose utilizing the success of local events such as Ski run farmers market, concerts at Lakeview Commons, Event at Bijou Park and the Bike Park, and events at LTCC to gather feedback and raise awareness of the project. We propose that these stations be staffed to enable community members to ask questions about the project. Design Workshop would provide a Toolkit including business cards, informational posters, stencil sidewalks, presentation boards, talking

points or questionnaires, comment/ idea walls and other light touch engagement tactics. Design Workshop will prepare all materials and staff will lead the effort to obtain and staff booth spaces.

GIS Storymaps

A StoryMap can be updated throughout the project to ensure updated content and engagement opportunities. By providing the opportunity for the public to access quick surveys, we can ensure we hear from the entire community and keep them engaged throughout the process

Deliverables:

1. *Community Engagement Materials Engagement Planning Worksheets, Draft and Final Engagement Materials, Engagement Summary #2.*
2. *Materials including popup Activities and toolkits, Questionnaires or Visual Surveys*
3. *One (1) day of in person engagement.*
4. *Translation of Engagement Materials: Translation of all materials including flyers, posters, presentations and handouts during engagement events.*
5. *Staff Time for Additional Events: Two additional days of pop up facilitation with two Design Workshop Staff.*
6. *In-person Translation Services: One native Spanish speaker at in person community meetings and up to two pop-up events.*

7. *Targeted pop-up Events with Spanish Speaking Community: Two additional meetings which could include Cafecitos meetings, meetings at Grace Hall of St. Theresa's Church, Hispanic markets, and/or other cultural events or locations as determined at the SKO and written into the Community Engagement Plan.*
8. *Targeted Youth Engagement: Two additional meetings which could include locations at the Boys and Girls Club, Recreation Center and/or Bijou Park other cultural events or locations as determined at the SKO and written into the Community Engagement Plan.*
9. *Additional Virtual Meetings: On a per meeting basis.*

Task 3.7 Community Engagement Window #3: Public Plan Review

We will conduct a final virtual community presentation to showcase the final plan and demonstrate how community input was incorporated into the final content. We will create a community presentation to showcase the final concept plan, community benefits and demonstrate how community input was incorporated into the final content. We will create up to posters of the final plan and highlights for the city to share throughout the community. The primary purpose of this community engagement is to inform and educate the community on the outcomes of the Community Plan and to build momentum for supporting Plan adoption.

Deliverables:

1. *Presentation of Final Plan Concepts*
2. *Posters with QR code to online plan*

Task 3.8 Advisory Board Work Sessions

Throughout the process, we anticipate updates to the City Council, Planning Commission. Three (3) joint work session meetings have been included in the schedule at the completion of each phase of work to ensure the project is progressing appropriately and they have an opportunity to provide key direction. Should additional meetings be required, Design Workshop will prepare a presentation

and talking points for the City project manager to lead additional meetings with other local boards such as the TRPA, CTC, Parks Board to update on project progress. Anticipated meetings area as follows:

- Key Understanding: Existing Conditions
- Key Opportunities: Draft Framework Concepts, Opportunities and Recommendations
- Final Document (95%)

Deliverables

1. *Meeting attendance and Presentation at a total of (3) Joint work session Meetings*

TASK 4: DRAFT AREA PLAN

This task includes the steps for developing the land use vision, goals, policies, implementation strategies, zoning standards, development/ design standards based on information gathered from Tasks 2 and 3 and the documentation of the Master Plan itself. We will review the content developed as part of the tasks below with City and County staff, stakeholders and the public. This includes the following sub-tasks.

Task 4.1 Initial Plan Vision and Goals

Community input and analysis efforts completed in Task 2 and feedback from the community in Task 3 will inform the development of initial plan vision, guiding principles and possible goals for each of the area plan elements which may include but not limited to land use and community design, housing, economic development, transportation and circulation, natural and cultural resources, recreation and public/quasi-public facilities and services. We will also include how the Area Plan will incorporate all the required elements of Chapter 13 of the TRPA Code of Ordinances and the requirements of a Specific Plan. Our team will provide an initial table of contents and a document template to City staff for approval.

Deliverables

1. *One (1) virtual discussion of initial plan vision and draft goals*
2. *Draft Table of Contents in Microsoft Word*
3. *Writing style guide and sample document with graphic design for approval*

Task 4.2 Framework Scenario Analysis

With a clear understanding of the community and stakeholder objectives we will develop up to three (3) conceptual framework alternatives and recommendations to meet plan vision, guiding principles and goals. These are high level bubble diagrams to describe different scenarios for the future of Mid-Town using variables centered around topics such as mobility, open space, housing, economic development and fiscal impacts. This will be visualized in a series of concept maps to outline potential future conditions, a narrative of potential outcomes, metrics and themes as well as preliminary opportunity area identification.

Deliverables

1. *Three Conceptual Framework Maps and narrative with high level feasibility and trade-offs for each alternative, potential outcomes narrative and graphics outlining scenario themes in relations to the established guiding principles and goals.*
2. *Selection criteria for up to 3 opportunity sites based on plan goals.*

Task 4.3 Development Scenarios Charette (Two-day In Person Community Workshop)

A two-day work session with Design Workshop Team and City Staff will explore the alternative scenarios and potential trade-offs for the Mid-Town. Throughout the day we will invite targeted stakeholders to the conversation in stakeholder sessions to gather feedback on the progress of the concepts followed by a communitywide open house to share ideas with the broad community.

To achieve and test the plan vision and goals, we will work with the City to

identify up to three opportunity sites to inspire investment and revitalization in the Mid-Town area. This could include key redevelopment opportunity sites for infill development and housing and would be determined based on criteria as determined by the plan goals. Potential opportunity sites could include mixed use development and housing at key intersections along Highway 50, design and programming at Bijou Park, exploration of the golf course and/or other sites as determined with stakeholders and city input. We will develop conceptualized site program based on our understanding of the code and development proformas to identify potential setbacks and incentivize future opportunities with consideration to code and policy, related transportation and infrastructure impacts in the area. It is anticipated that the City will support on logistics and coordination and our team will lead design and facilitation.

Deliverables

1. *Charette planning worksheets, attendance at two-day charette and community open house.*
2. *Refined site concepts for up to three opportunity areas and development analysis.*
3. *Charette summary and summary memo.*

Task 4.4 Design Standards Recommendations Memo

Based on feedback from the City, stakeholders and community and the charette and open house, we will refine a final preferred approach for the future of the Mid-Town Area Plan. This plan will include illustrative rendering(s) and a series of maps including preferred land use concept, open space concepts, preferred circulation concepts and preferred infrastructure concepts. We will explore a district approach for the area which could include design and character for massing, scale and form for how future growth could be accommodated.

We will address zoning standards, development/design standards, and all applicable figures and graphic. These will be supported with narrative texts and land use charts and character guidelines to guide the community and future development in understanding the desired future for the area.
This memo, in addition the existing conditions summary and plan vision and goals will be the foundation of the draft plan.

Deliverables

1. *Recommendations and Strategies Memorandum in Microsoft Word.*
2. *Illustrative plan of preferred site concept and supporting diagrams, maps and illustrations.*

Task 4.5 Draft Document

Based on all feedback to date and staff input, Design Workshop and our consultant team will develop a 70% draft of the Mid Town Area Plan which will compile all relevant data from existing conditions summary, community engagement summary, plan themes and recommendations memos. We anticipate one Administrative Draft which staff will review and collate all comments. Upon receipt of one set of consolidated, non-conflicting comments, Design Workshop will review the comments with City staff and develop an approach to address the comments and prepare the Public Draft document. We anticipate the following will be included:

- Introduction
- Current Conditions
- Land Use and Housing

- Economic Development
- Transportation, Alternative Parking Strategies, Areawide Coverage Management System
- Recreation, Conservation and Open Space
- Public Service and Facilities and Infrastructure
- Development/Design Standards & Substitute Standards
- Infrastructure Policy
- Implementation Strategies

Deliverables

1. *One (1) digital copy of Draft Mid-Town Community Plan (Admin Draft and Public Draft) document (70% complete) in pdf format*
2. *One (1) revision cycle of the draft document*

4.6 Implementation Strategy

Based on the implementation priorities, we will identify a range of potential funding sources for public improvements identified in the plan. In coordination with the client, we will create a listing of public improvements, grouped by type of improvement (e.g., utilities, roads/complete streets, public facilities) and prepare a funding sources matrix that identifies one or more potential funding sources for each category of improvements. This will define immediate, midterm, and long-range goals and implementation strategies, including recommendations for the how the city may incentivize development, attract employers and/or residents, and position the area for additional growth and positive momentum.

Deliverables

1. *Memo of financing and implementation strategy to the prime contractor in draft form, in Microsoft Word format.*
2. *Implementation matrix for projects, including theme impacts, resource availability and suggested timelines.*

TASK 5: PROGRAMMATIC ENVIRONMENTAL IMPACT ANALYSIS

A programmatic Initial Study (IS) is envisioned to be the appropriate environmental document for evaluation of the master plan pursuant to CEQA and compliance with the TRPA Code of Ordinances and Rules of Procedures. Our approach would integrate master planning and environmental review by considering environmental constraints early in the planning process and incorporating appropriate environmental protection measures and enhancements into the master plan to create a self-mitigating plan, to the extent feasible. This includes the following sub-tasks.

Task 5.1 Administrative Draft IS/MND and IEC

Ascent will prepare an Administrative Draft IS/MND and IEC for City and TRPA review. The format and content of the document will be in compliance with CEQA and the State CEQA Guidelines, as well as the TRPA Compact, Code and Rules of Procedure. Ascent anticipates completing the environmental checklist with explanations and analysis for each response, including “No Impact” responses. The level of analysis and degree of impact will vary depending upon the environmental topic but will be sufficient to provide the substantial evidence to support the conclusions, consistent with CEQA and TRPA requirements. The Draft IS/MND

and IEC will consist of the following chapters:

- Introduction
- Project Description
- Environmental Checklist (including both CEQA and TRPA checklists combined by technical resource area, and cumulative effects)
- References
- Report Preparers

Deliverables

1. *Administrative Draft IS/MND and IEC*
2. *Draft and final AB 52 consultation letters and consultation support*

Task 5.2 Screencheck Draft and Public IS/MND and IEC

Ascent will address one consolidated set of comments from the City and TRPA on the Administrative Draft IS/MND and IEC and produce a Screencheck Draft IS/MND and IEC for final review by the City and TRPA. Upon receipt of final comments, Ascent will address comments and produce an IS/MND and IEC for public distribution. LSC Transportation will also review the EIR/EIS circulation impact analysis. Ascent will provide the City and TRPA with an electronic copy of contributions to the Administrative Record for the project, i.e., electronic files of any cited information in the document.

Deliverables

1. *Screencheck Draft IS/MND and IEC*
2. *Public IS/MND and IEC*
3. *References cited*

Task 5.3 Environmental Notices and Public Review

Our team will prepare a Notice of Completion (NOC) and submit the IS/MND and IEC electronically to the Office of Planning and Research (OPR), State Clearinghouse (SCH) consistent with OPR's guidance for the submittal of environmental documents. We will also prepare a Notice of Intent to adopt the MND (NOI) for distribution to organization and individuals who have previously requested such notice in writing, and to responsible and trustee agencies, and the County clerk of El Dorado County. A link to the location where the document is posted will be sent to the Nevada State Clearinghouse. It is assumed that City staff will be responsible for printing and distributing additional public review copies of the documents and notices, and payment of applicable filing fees, including the California Department of Fish and Wildlife filing fee. We will also prepare and publish an NOI in the Tahoe Tribune.

Deliverables

1. *Draft and final Notice of Completion*
2. *Draft and final Notice of Intent*

Task 5.4 Final IS/MND and IEC, Mitigation Monitoring and Reporting Plan, and Notice of Determination

Upon conclusion of the public review period, Ascent will prepare a Final IS/MND and IEC, which will consist of written responses to comments received on the Draft IS/MND and IEC and a Mitigation Monitoring and Reporting Plan (MMRP). While written responses are not required for an MND—the State CEQA Guidelines require that lead agencies consider public comments on a proposed MND—we recommend written responses as evidence that comments on environmental issues are sufficiently considered and addressed. All public comments will be reviewed, organized into an attachment to the IS/MND and IEC, and responses will be provided in

the Final IS/MND and IEC. The MMRP will identify the required mitigation measures, responsible party, timing of compliance and monitoring activities, and mechanism for monitoring or reporting. The Final IS/MND and IEC will include the following elements:

1. revisions to the IS/MND and IEC text, as necessary.
2. list of individual and agencies commenting on the IS/MND and IEC;
3. copies of comment letters received on the IS/MND and IEC;
4. written response to comments received during the public review period; and
5. the MMRP.

Deliverables

1. *Administrative Draft Final IS/MND and IEC & MMRC*

TASK 6: PREPARE FINAL AREA PLAN

This task includes the steps for developing the final plan and documentation of the Mid-Town Area Plan for approval and adoption. This includes the following sub-tasks.

Task 6.1 Final Plan

After receiving final comments from the community, stakeholders and City Staff, we will complete the final Mid Town Area Plan.

Deliverables

1. *100% Mid-Town Area Plan in pdf format and InDesign format; text can be provided in a separate Word document.*
2. *One (1) digital copy of Final Plan document and appendices for adoption*
3. *One (1) pdf of all maps included in the final plan*
4. *One digital version of GIS shape files used to prepare maps*

Task 6.2 Plan Adoption

Our team, along with City, will complete the final plan document and IS/MND and MMRP for adoption. Design Workshop will work with staff to prepare an updated presentation to be used for the adoption hearings. After adoption, Ascent we will prepare a Notice of Determination (NOD) and file it with the County clerk of El Dorado County and with OPR-SCH. It is assumed that the City would be responsible for paying the required California Department of Fish and Wildlife (CDFW) fee at the time of filing the NOD.

Deliverables

1. *One (1) memo and presentation*
2. *One (1) adoption meeting each with Planning Commission and City Council*
3. *Final IS/MND and IEC & MMRP*

ASSUMPTIONS

- For assessment of the existing buildings, we have assumed this is a general assessment for the overall condition and use of the facilities to get familiar with the existing types of uses and spaces. We have not included efforts to review the structural or ADA accessibility conditions but can provide this if the City would like this performed.
- The City has existing mapping of sufficient information for our team to augment and develop a base map suitable for use for master planning. Based on the final master plan, we have provided additional time to provide detailed survey information in key locations to support the CEQA document.
- The City will provide the DWI team with contact information for the preferred Title Company and authority for the DWI team representative to coordinate with the Title Company on behalf of the City. The City will pay all costs associated with Preliminary Title Reports.
- SB 743 replaces analysis of Level of Service (LOS, or traffic delay) with Vehicle Miles Traveled (VMT) in CEQA analyses. The transportation will include an analysis of LOS for internal and directly adjacent roadways for informational purposes. If requested by the City, the DWI team can modify the scope to include additional LOS analysis.
- This scope assumes that any required protocol-level biological surveys or archaeological field surveys would occur during the development of individual future projects. Therefore, these surveys are not included in the scope of the programmatic environmental document.

C. PROPOSED

TIMELINE

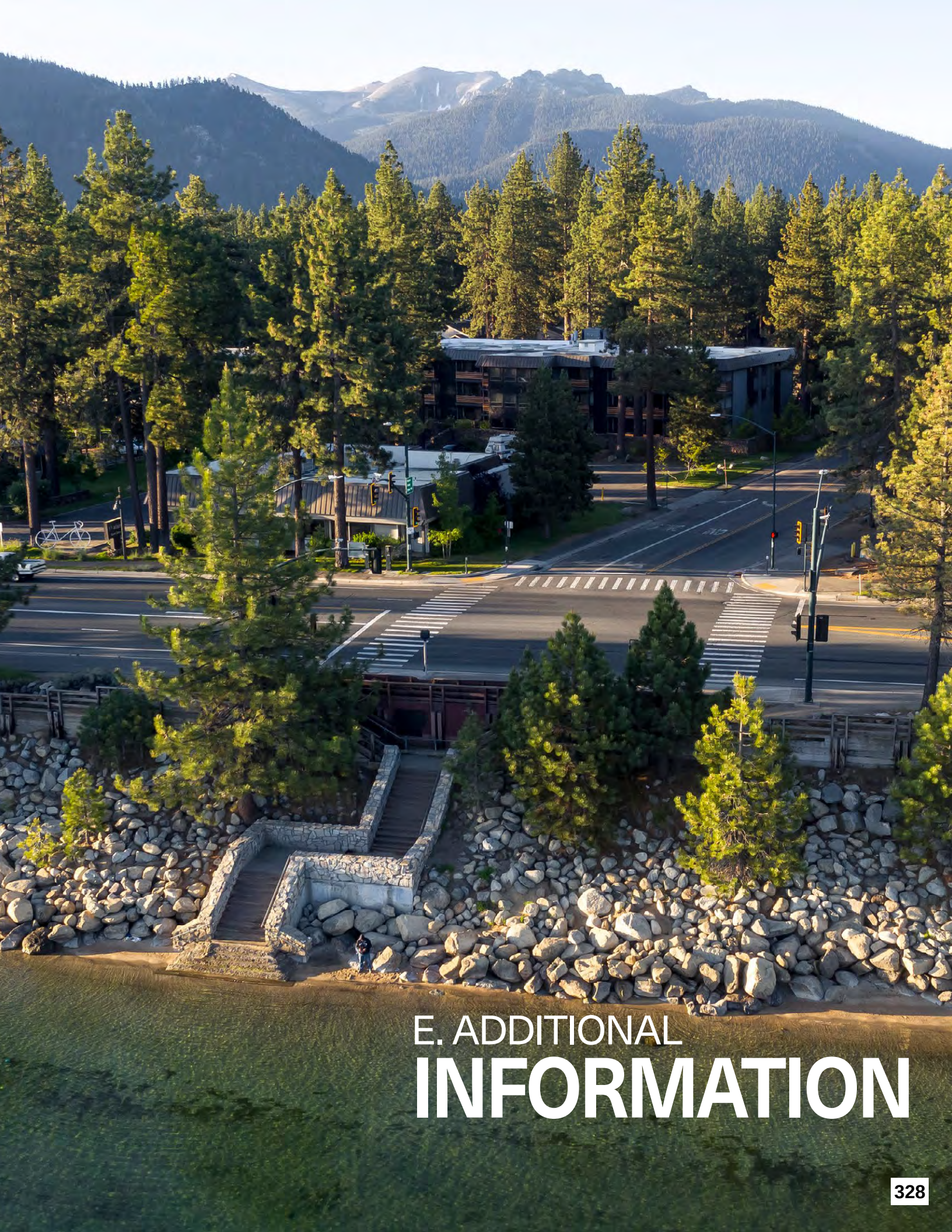
Proposed Timeline

The following proposed timeline reflects the information provided in the RFP and our team's understanding of the process. We have anticipated significant time for advisory board reviews to allow for scheduling and public review. Some elements of this schedule may be consolidated with a commitment from City staff and leadership to expedite certain tasks and review cycles. During the strategic kick off of the project after discussion with City Staff we will review schedule and deliverables to identify opportunities for consolidation and/or increased efficiency.

D. COST ESTIMATE

Midtown Area Plan
Fee Estimate - Additional Services March 2023

TASK	DESCRIPTION	Task Amounts
Task 1	**Project Coordination & Management**	
1.1	Strategic Kick Off Meeting	$ 11,590
1.2	Data Collection and Basemaps	$ 4,558
1.2	Site Visit	$ 19,464
1.3	Project Management	$ 22,900
	Subtotal Fee	**$ 58,512**
Task 2	**Existing Conditions**	
2.1	Past Plan Review	$ 6,100
2.2	Land Use Analysis	$ 17,704
2.3	Demographics and Market Trends	$ 2,320
2.4	Public Facilities and Services Assessment	$ 15,700
2.5	Transportation Assessment	$ 12,100
2.6	Environmental Site Conditions	$ 30,210
2.7	Draft Existing Conditions, Issues, Opportunities Summary	$ 19,516
	Subtotal Fee	**$ 103,650**
Task 3	**Public Outreach & Engagement**	
3.1	Public Engagement Plan	$ 4,430
3.2	Technical Advisory Group	$ 13,160
3.3	Bijou Park Community Advisory Group	$ 5,860
3.4	Listening Sessions	$ 9,940
3.5	Engagement Window 1	$ 12,360
3.6	Engagement Window 2	$ 12,360
3,7	Engagement Window 3	$ 11,080
3.8	Advisory Board Meetings	$ 5,360
	Subtotal Fee	**$ 74,550**
Task 4	**Draft Area Plan**	
4.1	Plan Vision and Goals	$ 7,329
4.2	Framework Scenarios	$ 19,676
4.3	Charrette & Open House	$ 30,518
4.4	Design Standards Reccomendations	$ 14,276
4.5	Draft Document	$ 33,056
4.6	Implementation Strategy	$ 16,716
	Subtotal Fee	**$ 121,571**
Task 5	**Environmental Document**	
5.1	Administrative Draft IS/MND	$ 77,910
5.2	Screen check Draft and Public IS/MND	$ 27,010
5.3	Environmental Notices and Public Review	$ 6,360
5.4	Final IS/MND, Mitigation Monitoring and Reporting Plan, and Notice of Determination	$ 47,800
	Subtotal Fee	**$ 159,080**
Task 6	**Final Plan**	
6.1	Final Plan	$ 32,354
6.2	Plan Adoption	$ 8,930
	Subtotal Fee	**$ 41,284**
	Additional Services	
	Subtask 3.4: Multicultural Focus Group	$ 1,500
	Subtask 3.5 (Engagement Window 1): Translation of Engagement Materials	$ 2,400
	Subtask 3.5 (Engagement Window 1): Staff Time for Additional Events	$ 4,800
	Subtask 3.5 (Engagement Window 1): In-person Translation Services	$ 1,800
	Subtask 3.5 (Engagement Window 1): Targeted pop-up Events with Spanish Speakin	$ 1,800
	Subtask 3.5 (Engagement Window 1): Targeted Youth Engagement	$ 2,200
	Subtask 3.5 (Engagement Window 1): Additional Virtual Meetings (per meeting)	$ 2,250
	Subtask 3.6 (Engagement Window 2):Translation of Engagement Materials	$ 2,400
	Subtask 3.6 (Engagement Window 2): Staff Time for Additional Events	$ 4,800
	Subtask 3.6 (Engagement Window 2): In-person Translation Services	$ 1,800
	Subtask 3.6 (Engagement Window 2): Additional Virtual Meetings (per meeting)	$ 2,250
	Subtotal Fee	**$ 28,000**
	Total Fees	**$ 558,647**
	Reimbursables	$ 12,050
	GRAND TOTAL	**$ 570,697**
	ADDITIONAL SERVICES GRAND TOTAL	**$ 598,697**



E. ADDITIONAL INFORMATION

A. Reducing Overall Timeline and Costs

The team we have assembled to provide the Mid-Town Area Plan includes firms and individuals who are well versed and knowledgeable of the process and purpose of this document. This comes from years working within the Tahoe Basin on planning and policy documents as well as full design for projects of varying types and scale. This has resulted in strong relationships built on trust with government agencies, CSLT, El Dorado County and the south shore community. It is this collective experience and relationships that will be allow our team to efficiently collect the background information needed, identify and engage with stakeholders and the community effectively, resulting in the ability to reduce the schedule and costs while providing quality required for this area plan to gain approval. Our project management system we will use will aid in tracking the process, the schedule and the budget on a regular basis which also will result in a reduction in the overall timeline and costs.

B. Methodology for CEQA Analysis Consistent with SB 743

Deep Understanding of Senate Bill 743 and TRPA Requirements for VMT Analyses

VMT will be a key environmental issue to address in the Area Plan. It has the potential to constrain the plan's redevelopment goals and is a primary focus of the League to Save Lake Tahoe and California Attorney General's Office. LSC and Ascent's transportation planning staff have the knowledge to guide discussions around and tackle the VMT analyses for the Midtown Area Plan.

The City of South Lake Tahoe has yet to adopt VMT thresholds or guidelines to meet the state requirements set by Senate Bill (SB) 743 and that address State CEQA Guidelines Section 15064.3. Additionally, per Resolution 165-2021 of the Board of Supervisors of the County of El Dorado, the County has elected to use TRPA's Project Impact Assessment Guidelines (PIA) and the associated methodology, approach, and thresholds for analyzing project generated CEQA VMT impacts in the Tahoe Basin. Therefore, in the absence of City adopted VMT guidelines and thresholds of significance, the VMT analysis will rely on the guidance provided in State CEQA Guidelines Section 15064.3 and the Office of Planning and Research (OPR) Technical Advisory, and will be conducted in accordance with the TRPA PIA.

Senate Bill 743 and CEQA

State CEQA Guidelines Section 15064.3 was added on December 28, 2018 to address the determination of significance for transportation impacts. The new guideline requires that CEQA transportation analyses be based on VMT instead of congestion (such as level of service [LOS]). The change in the focus is intended to shift the emphasis from congestion to, among other things, reducing greenhouse gas emissions (GHG), promoting a diversity of land uses, and developing multimodal transportation networks. Pursuant to State CEQA Guidelines Section 15064.3(c), this change in analysis was mandated to be used beginning July 1, 2020.

Section 15064.3(b)(1) addresses land use projects. The proposed project is

a land use plan that will guide future development of the Midtown area. Therefore, the proposed project and the projects regulated under the Midtown Area Plan would generally be considered "land use projects." Section 15064.3(b)(1) describes that projects with specified proximity to "major" or "high quality" transit should be presumed to cause a less than significant transportation impact. As defined in Public Resources Code (PRC) Section 21064.3, a "major transit stop" is a site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods. PRC Section 21155(b) defines a high-quality transit corridor as a corridor with fixed route bus service, with service intervals no longer than 15 minutes during peak commute hours. Additionally, Section 15064.3(b)(1) also describes that projects resulting in a decrease VMT in the project area as compared to existing conditions should also be presumed to have a less than significant VMT impact.

Section 15064.3(b)(3), "Qualitative Analysis," explains that there may be conditions under which a qualitative rather than quantitative analysis of VMT is appropriate. This section states that if existing models or methods are not available to estimate the VMT for the particular project being considered, a lead agency may qualitatively analyze VMT generated by a project. Additionally, this section notes that for many projects, a qualitative analysis of construction traffic may be appropriate. Section 15064.3(b)(4), "Methodology," explains that the lead agency has discretion to choose the most appropriate methodology to evaluate VMT subject to other applicable standards such as State CEQA Guidelines Section 15151.

In December of 2018, OPR published the most recent version of the Technical Advisory on Evaluating Transportation Impacts in CEQA (Technical Advisory), which provides guidance for VMT analysis. The 2018 Technical Advisory provides guidance related to screening thresholds for projects to indicate when detailed analysis is needed or if a project can be presumed to result in a less-than-significant VMT impact. Additionally, the OPR Technical Advisory includes suggested thresholds for plan's that will be used to inform the analysis.

Project Impact Assessment Guidelines

The TRPA PIA describes analysis requirements for projects in the Tahoe Basin. These guidelines reflect 2021 updates to the TRPA Environmental Thresholds, which involved replacement of the previous VMT-based nitrate deposition threshold with a new VMT-based threshold focused on reducing mobile source GHG emissions, reducing dependency on the personal automobile, and creating more sustainable communities. This update resulted in revisions to Chapter 65: "Air Quality/Transportation" of the TRPA Code to establish PIA requirements designed to implement the revised TRPA environmental threshold and ensure that it aligns with recent California legislative changes (i.e., Senate Bill 743, PRC Section 21099, and California Code of Regulations Section 15064.3) that have occurred relative to transportation impact analyses and the use of VMT as the primary metric. This new mobility-related threshold within Chapter 65 of the TRPA Code is shown below:

TSC1: Reduce Annual Daily Average VMT Per Capita by 6.8 percent from 12.48, the 2018 baseline, to 11.63 in 2045.

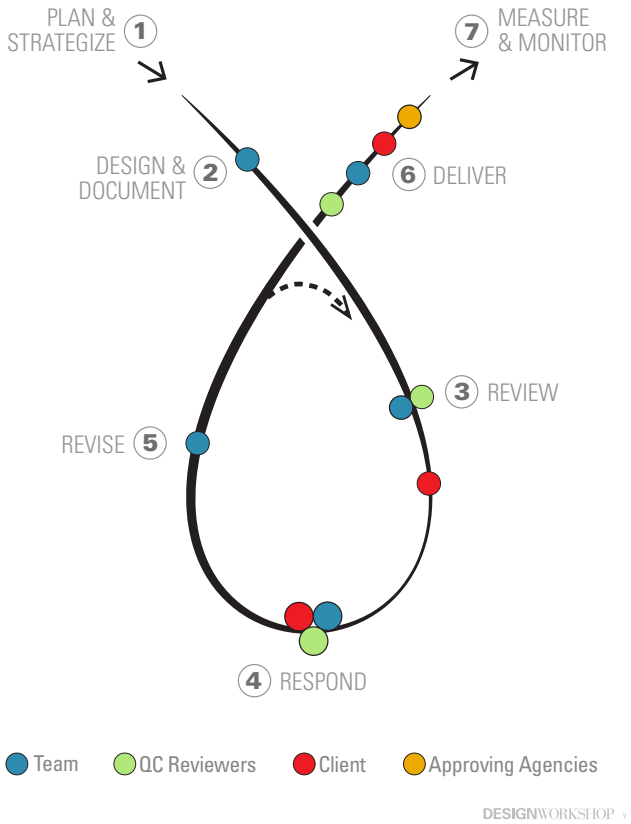
The PIA provides a basis for preparing a VMT analysis in compliance with Chapter 65 of the TRPA Code and the Project Impact Assessment and Air Quality Mitigation Fee Framework. Some project types, as outlined in TRPA Code Subparagraph 65.2.3.D, are presumed to result in a less-than-significant VMT impact absent any evidence to the contrary. Additionally, the TRPA Code requires that projects that involve more than 650 daily VMT must describe and evaluate the significance of all impacts in an Initial Environmental Checklist.

If it is determined that these screening criteria are applicable to the project, or that the project does not comply with the screening criteria, a detailed VMT study will be conducted.

Any VMT estimation will be conducted such that trip lengths are not truncated at jurisdictional or the Lake Tahoe Basin boundary, and the entirety of trip lengths are accounted for. This will ensure that trip lengths outside of the Tahoe Basin were included in the VMT analysis, consistent with guidance in the OPR Technical Advisory.

C. Quality Control Methods

To aid in a thorough but streamlined experience, we have developed a project management toolkit that addresses key components such as client vision, critical success factors, a stakeholder engagement plan, a quality assurance plan, a communications plan, key deliverables and an implementation plan. We will review these with you as part of an overall Strategic Kick-Off (SKO) Meeting, which helps set the stage for an effective process. Design Workshop strives to ensure quality through clear communication and dialogue with our clients and among our team. Design Workshop's project manager and principal-in-charge will work closely with the County to track project progress and keep a tight rein on the project budget and schedule through biweekly progress check-ins and monthly status reports.



Quality Controls

We believe that "Nothing goes out the door without a quality review." Our quality management system instills rigor into a project's planning, design and development of deliverables. It assures our clients that we have a process in place to deliver items specified in the contract at the highest level of quality and outlines a series of steps for reviewing the work and addressing comments and mistakes before submitting to clients. The Quality Control process diagram below outlines the main steps of the QC process. Our approach integrates a quality assurance and deliverables plan, style guide, accessibility guidelines, and will integrate Quality Management (QM) reviews throughout the project.

User Friendly Planning Documents

Design Workshop's process for producing plans has been documented in an American Planning Association PAS Memo: Creating Planning Documents. It is the gold standard for ensuring planning documents are clearly written, collaboratively created and tailored in their design. Our team includes experienced graphic designers who can create easy to use and easy to update tables, graphs and documents. We have an in-house photographer who is part of our project team to ensure the engagement process and final document include the latest photographs of the process and community.

D. Project Team Commitments

Firm/Team Member/Role	Availability for Mid-Town and Current Projects	Allocation of Time	Estimated Completion
Design Workshop			
Steve Noll, Principal-in-Charge	Mid-Town Area Plan	25%	
	Van Buskirk Golf Course Re-use	10%	02/23
	Terramor Outdoor Resort	10%	03/23
	Blackstone McKinney Intersection	15%	03/26
	Montage	10%	06/23
	Miscellaneous	30%	Ongoing
Alison Cotey-Bourquin, Project Manager	Mid-Town Area Plan	30%	
	Provo Rivers Lakeshore, Hillsides and Canyons Plans	20%	09/23
	Mesa County Master Plan	15%	04/23
	Moonlight Basin West Amenities and Experiences Plan	25%	06/23
Jessica Garrow, Planner	Mid-Town Area Plan	10%	
	Guilford County, NC Comprehensive Plan	10%	08/23
	City of Aspen, CO Housing Credits Update	15%	05/23
	San Miguel County, CO Master Plan	20%	07/23
	Private Affordable Housing Master Plan, Snowmass Village, CO	20%	08/23
	Routt County, CO Code Update	15%	12/23
	Public-Private Housing Analysis and Master Plan, Pitkin County, CO	10%	10/23
Madison Pong, Landscape Designer	Mid-Town Area Plan	30%	
	Van Buskirk Golf Course Re-use	10%	02/23
	Heavenly Projects	20%	05/24
	Ritz Carlton Townhomes	10%	04/23
	Mills Park Master Plan	15%	06/23

Firm/Team Member/Role	Availability for Mid-Town and Current Projects	Allocation of Time	Estimated Completion
Ascent Environmental			
Adam Lewandowski, AICP, Env. PM	Mid-Town Area Plan	40%	
	Meeks Bay Restoration Project EIR/EIS/EIS	5%	05/23
	Placer County Area Plan Amendments IEC and EIR addendum	10%	04/23
	Sierra Nevada Conservancy Environmental Services	5%	12/23
	Plumas National Forest Community Protection - Central and West Slope EA	30%	04/23
	Lake Berryessa Resort Concession Areas Environmental Services	5%	12/24
	Johnson Meadow Restoration Project	5%	12/24
Nanette Hansel, Env. Principal	Mid-Town Area Plan	10%	
	NV Energy Natural Disaster Prevention Plan Permitting and Implementation	50%	06/25
	Nevada County Broadband Program EIR	10%	02/23
	TB LLC Biomass Utilization Project IS/MND and EA	5%	02/23
	South Shore Area Plan Amendments IEC	5%	02/23
	Truckee River Recreational Access Plan EIR	10%	12/24
	Boatworks Mall Mixed-Use Redevelopment Project EIS	10%	12/24
LSC Transportation Consultants			
Gordon Shaw, Trans. Project Manager	Mid-Town Area Plan	20%	
	Butte Transit Routing Plan	10%	03/23
	El Dorado County Park and Ride Study	20%	10/23
	Placer One Transit Master Plan	15%	04/23
	Other Ongoing Projects	15%	--
	Firm Management	20%	--
Sierra Brown, Trans. Engineer	Mid-Town Area Plan	50	02/24
	Boulder Bay Transportation Study	30%	09/23
	IVGID East Shore Pipeline Traffic Study	20%	05/23
	Boatworks Mall Redevelopment	20%	12/23
Justine Marmesh, Planner	Mid-Town Area Plan	50%	02/24
	Ukiah Transit Center Study	25%	09/23
	Juneau Visitor Circulation Study	25%	10/23
	Yuma Area Transportation Coordination Study	20%	04/23

Firm/Team Member/Role	Availability for Mid-Town and Current Projects	Allocation of Time	Estimated Completion
BAE Urban Economics			
Aaron Nousaine, Econ. PM	Mid-Town Area Plan	30%	
	South Lake Tahoe Housing Funding Study	15%	02/23
	Stockton Housing Action Plan	20%	06/23
	Grand County, UT, Assured Housing Study	10%	02/23
	CA DGS Chinco Industrial RE Advisory	5%	06/23
	Placer County Housing Funding Study	20%	06/23
Matt Fairris, Research Support	Mid-Town Area Plan	40%	02/24
	Portland Indoor Aquatics Demand	10%	03/23
	Portland Affordable Housing Prototypes Analysis	30%	04/23
	UC Davis Apartment Survey 2022	10%	01/23
	DCHA Kelly Miller Feasibility Analysis	10%	06/23
Stantec			
Coleen Shade, Planner	Mid-Town Area Plan	25%	
	Upper Mokelumne River Watershed Forest Projects Plan Phase 2	25%	12/25
	North Tahoe Marina Master Plan and Environmental Clearance	10%	12/23
	Pajaro River Flood Risk Reduction Project EIR	25%	12/23
	PG&E Relief Dam EA	10%	1/2 4
Brian McRae, Project Engineer	Mid-Town Area Plan	20%	12/24
	Big Creek Alternative Licensing Program	20%	12/24
	PG&E Litigation Support	25%	06/23
	Spooner Frontcountry Visitor Center and Amphitheater Project	5%	12/23
	Tahoe City Downtown Access Improvement Project	20%	Ongoing
	Administrative	10%	
Parker Johnson, Project Designer	Mid-Town Area Plan	30%	
	Big Creek Alternative Licensing Program	20%	12/24
	Tahoe City Downtown Access Improvement Project	30%	12/23
	Heavenly Water Quality Monitoring Program	5%	Ongoing
	Administrative	5%	Ongoing
	Open	10%	

Design Workshop is dedicated to creating Legacy projects for our clients, society and the well-being of our planet.

Design Workshop is an international design studio, integrating landscape architecture, urban design, planning and strategic services. Whether designing a restorative private garden, developing the vision for a contemporary park or reimagining an underperforming downtown center, we go beyond the project itself to create places of timeless beauty and meaningful connections.

We are a community of designers, planners and strategists, who love what we do. We design for people - not just today but for future generations.

Our performance-based approach yields measurable results and projects that stand the test of time. In other words, we don't just hope for sustainable projects; we rely on our process to deliver them.
We call this process DW Legacy Design®.

For over 50 years, "workshop" remains a hallmark of our firm, supporting collaboration and experimentation where clients and designers solve problems together.

Our Legacy

DW Legacy Design® represents our commitment to design projects that outlast us and contribute to a healthier world. Our methodology ensures every project has a balance between environmental sensitivity, community connection, artistry and economic viability. With this approach, our projects reflect the critical issues facing the built environment and deliver measurable benefits. It is the foundation of the firm's workshop culture and the defining process of our practice.

Environment

We are stewards of the environment and champions for a sustainable future.

Community

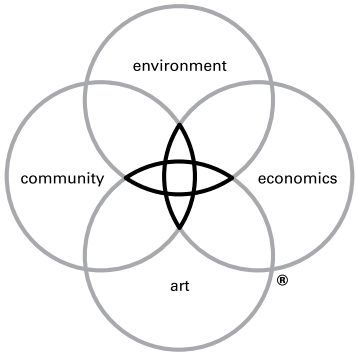
An inclusive engagement process is critical to (re) building the social fabric of the community.

Economics

Projects must be financially sustainable to last generations. We need to consider market reality and return on investment.

Art

Art is an integral part of the human experience; it challenges assumptions and provokes thought while revealing beauty and meaning.



DW Legacy Design®

535+

DESIGN + PLANNING AWARDS

DW Foundation

We are dedicated to giving back to our communities. We have established the DW Foundation, which offers time and materials to select community projects.

13

Precedent DW Projects published by the Landscape Architecture Foundation

Projects in

30+

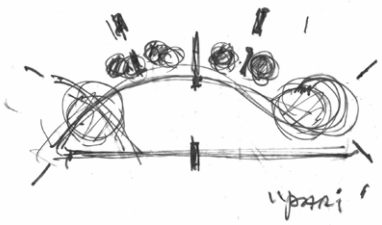
countries.

8

DESIGN STUDIOS

THE WORKSHOP

WE SKETCH.
WE MAKE MODELS.
WE BUILD PROTOTYPES.



Meet Our Project Team

Our team brings innovative placemaking, community design expertise, thorough knowledge and expertise of environmental sensitivity and importance of the region as well as the complex regulatory and permitting requirements within the Tahoe basin We will fuse our teams national experience with our team's local knowledge and presence to tailor innovative design solutions that are both implementable and reflect the Mid-Town character and spirit.

Design Workshop

Landscape Architecture and Urban Design

As an international design studio, we've learned the value of building community across cultures, geographies and economies. We tackle challenges beyond the project site and its mapped boundaries to create places of timeless beauty and meaningful connections.

Design Workshop is nationally recognized for leading planning processes around the country that employ successful public outreach and place-based planning. We have authored several comprehensive plans and are keenly aware of the challenges and opportunities facing counties, towns and cities that are needing to expand their economic base, retain their best and brightest, further capitalize on their unique natural assets, evolve in ways that reinforce what makes them unique tourist destinations, and consider growth in ways that support their existing sense of place and culture. We will lead and manage the process from beginning to end and provide a single point of contact, engaged project management, passion and a commitment to meaningful public engagement and creative tactics for communication. At the end of our process we will provide you with a document that has earned community support, is clear and direct in its strategies and prescription for actions, establishes measurable targets, and is user friendly.

Ascent Environmental

Environmental Planning and Permitting

Ascent Environmental offers a broad spectrum of planning and environmental services, including California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and Tahoe Regional Planning Agency (TRPA) compliance; urban design and community planning; climate change, greenhouse gas (GHG) analyses, and sustainability planning; outdoor recreation and natural resources management planning; historic preservation; and regulatory compliance services. Within the Tahoe Basin, Ascent has assisted TRPA with its long-range planning documents, including the Regional Plan, Regional Transportation Plan, Shoreline Plan, and local jurisdiction Area Plans. They seek to help their clients with their most important projects. Often, Ascent is engaged when clients face a first-of-its-kind environmental or planning challenge. They focus on providing personal service, nimble responsiveness, quality outcomes, a caring workplace, and enjoyable professional relationships.

Area Plan support in the following areas: policy development, design standards, comprehensive coverage mgmt., TRPA Code Ch. 13 compliance, other services as needed.

Preparation of IS/MND and IEC, compliance measures table, TRPA findings, and Area Plan conformity checklist.

LSC Transportation Consultants

Transportation Planning

LSC Transportation Consultants, Inc. (LSC) provides consulting services in all phases of transportation planning, transit planning, traffic engineering, and functional transportation facility design. Our services have grown to include extensive transportation data collection capabilities. LSC has offices in Tahoe City, California, as well as Denver and Colorado Springs in Colorado. Transportation planning and traffic engineering studies requiring a timely, personal response by experienced professionals are among LSC's specialties, and we take pride in offering the sensitivity, flexibility, and innovative ability that our firm has provided since 1975.

LSC will prepare the Vehicle/Pedestrian/Bicycle/Transit Circulation and Connectivity section of the Existing Conditions Report. While original data will not be collected, we will compile existing City, TRPA, Caltrans and TTD data. LSC will also review existing planning documents regarding circulation/transportation elements. We will work as part of the Planning Team to craft appropriate plan policies and strategies. LSC will also be available to provide technical assistance regarding transportation elements of the programmatic EIR/EIS.

BAE Urban Economics

Economic and Housing Development

BAE is an award-winning, national urban economics and real estate consulting practice. We have 14 professional staff across five main offices, including within the Tahoe region. BAE offers a broad range of economics services. BAE's passion for the "triple bottom-line" of sustainable economics, community equity and social justice, and environment sustainability makes us unique among urban economists. They believe that there are practical solutions to urban issues which will achieve this triple bottom-line, and that consideration of environmental impacts and social benefits, as well as financial returns, results in the highest quality outcomes and the best overall value for our clients.

As economic and housing specialists, BAE will be our team's local and regional experience to summarize existing conditions and trends in local and regional demographics and will assess market opportunities and constraints as they pertain to new development within the plan area for a variety of desired land uses, including, but not limited to, residential, commercial, recreational, and tourist accommodation. BAE will assist with policy recommendations to facilitate development of desired housing types (including affordable, workforce, and market rate by tenure) and to address real and perceived displacement risks.

Stantec

Infrastructure and Policy Planning

Cardno is now part of Stantec. The Stantec community unites more than 26,000 employees working in over 400 locations across 6 continents. We collaborate across disciplines and industries to bring buildings, energy, and resources, environmental, and infrastructure projects to life. Our work—engineering, architecture, interior design, landscape architecture, surveying, environmental sciences, project management, and project economics, from initial project concept and planning through design, construction, and commissioning—begins at the intersection of community, creativity, and client relationships.

While Stantec has an international footprint, Cardno was well established in California and throughout the Sierra Nevada. We have provided consulting services in California and the Sierra since 1986 and currently support more than 140 staff in 12 California offices.

Team Structure

City of South Lake Tahoe
John Hitchcock, Planning Manager

Community & Key Stakeholders

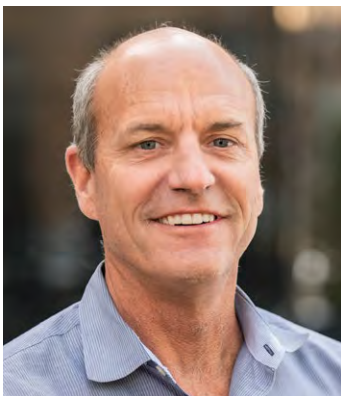
Design Workshop
Steve Noll, Principal-in-Charge
Alison Cotey-Bourquin, Project Manager
Jessica Garrow, Principal Code Advisor
Madison Pong, Landscape Designer

Ascent Environmental
Environmental Consulting
Nanette Hansel, Environmental Principal
Adam Lewandowski, Environmental. Project Manager
Jessica Mitchell Environmental Planner
Kelley Kelso, Environmental Scientist and Coverage Specialist

LSC, *Transportation*
Gordon Shaw, Principal
Sierra Brown, Engineer
Justine Marmesh, Senior Planner

BAE, *Economic and Housing Development*
Aaron Nousaine, Economics Project Manager
Matt Fairris, Research Support

Stantec, *Infrastructure and Policy Planning*
Coleen Shade, Planner
Brian McRae, Project Engineer
Parker Johnson, Project Designer



Design Workshop

Education

Bachelor of Science, Landscape Architecture, California Polytechnic State University

Study Abroad, European Gardens, Ecole des Deux Arts, Fountainbleu, France

Licensure and Certifications

Professional Landscape Architect: California #3300, Nevada #510

Council of Landscape Architectural Regulatory Boards (CLARB), #1153

American Institute of Certified Planners

Professional Affiliations

South Shore Lake Tahoe Recreation Master Plan Steering Committee

American Society of Landscape Architects, California Chapter

National Ski Area Association (NSAA) National level

Urban Land Institute (ULI) Associate Member

Sierra Business Council Board Member, Truckee, California

Awards and Honors

Honor Award, California ASLA: Erickson Education Center

TRPA Best in the Basin:
- Erickson Education Cntr Renovation
- Tahoe City Heritage Plaza
- Harrison Ave Streetscape

Steve Noll, PLA, AICP

PRINCIPAL-IN-CHARGE

Throughout his 40-year career, Steve has led land planning and design projects that have shaped and redefined communities. He feels fortunate that many of these projects have had a significant and positive impact on the region that surrounds his home and our Tahoe studio. Due to the strict regulatory environments and economic challenges inherent in the projects he leads, Steve nurtures respect and trust with the regulatory agencies while navigating projects through the complex permitting and implementation process.

Selected Project Experience

56 Acres Park Master Plan – South Lake Tahoe, CA
Working closely with the City, stakeholders and the public, the team developed master plan that elevates the recreation and community enjoyment and experience. The team focused their experience in integrating park design with economic, community, environmental, and aesthetic considerations to create a master plan for the site that embraces the civic pride and enjoyment of the local community while creating a regional and nationally recognized park destination.

Kings Beach Commercial Core Improvements – Kings Beach, CA
Transformed an aging lakefront community from a dilapidated highway dominated place to a desirable destination for visitors and residents. Responsible or the pedestrian and landscape improvements, developing the overall aesthetics and theming for the corridor and preparing all the simulations and graphics that aided the community in visualizing the improvements.

Harrison Avenue Improvement Project – South Lake Tahoe, CA
This project was a model for positive business district transformation through public and private partnerships. By creating an assessment district, improvements to the five blocks included full streetscape improvements within the public right of way consisting of sidewalks, plantings, site furnishings, storm water improvements, parking, and bike paths. Along with the close proximity to public beaches, many popular local businesses and several historic buildings make this district a new hot spot.

Downtown Carson Street Revitalization – Carson City, NV
Led the public engagement and streetscape design for this 1-mile transformation of downtown in front of the Nevada state capitol building and historic district. The project consisted of removing two lanes of traffic from Main Street and adding widened sidewalks, landscape and plaza space.

Design Workshop

Education

Masters of Urban Design, University of Colorado

Bachelor of Arts in Landscape Architecture, University of Illinois

Licensure and Certifications

Professional Landscape Architect: CO

American Institute of Certified Planners (AICP)

LEED® Green Associate™

International Association of Facilitators (IaF) - Endorsed Facilitator

Professional Affiliations

American Planning Association, Colorado Chapter

Town of New Castle Planning and Zoning Commission- Vice Chair

City of South Lake Tahoe Citizens Academy (2016)

Leadership Lake Tahoe (2017)

Recent Awards and Honors

APA Colorado Merit Award, General Planning: Vibrant Together

ASLA Nevada Merit Award, UNR Campus Master Plan

Ryerson Traveling Fellowship, Context and Use Studies of 8 Spanish Plazas

Alison Bourquin PLA, AICP, LEED® GA™

PROJECT MANAGER

Alison is driven from the belief that designers have a social responsibility to influence the dynamic between space and people as a way of creating more livable communities and has dedicated her practice towards bringing people together to celebrate the places they love. She works at a range of scales, from managing award-winning community planning projects to detailed design of social spaces. In every effort, she applies her broad understanding of place to creatively build relationships, understand the issues and offer solutions that align with community values. She has completed extensive community facilitation training and certifications and brings this thinking to community engagement strategies and custom tool development.

Select Project Experience

Telluride 2022 Community Vision and Action Plan – Telluride, CO
As the project manager, Alison worked with the Town of Telluride to create a Vision Plan that will form the basis for their Comprehensive Plan update. She led efforts related to engagement and analysis.

Mesa County Strategic Plan and Master Plan– Mesa County, CO
Alison led County elected and key department leadership through facilitated discussions to define the mission and vision, core values, and strategic initiatives to support future efforts for Mesa County. These initiatives were tied to specific performance measure for budgeting and action planning.

Conservation and Resilience Plan – Provo, UT
Alison led the coordination and development of this Plan to align the objectives for the City General Plan with a core community value to take action in issues surrounding a more sustainable future. This plan identifies baselines and targets for 10 key elements for the City to focus efforts in the coming decade.

Downtown Redding Transportation Plan – Redding, CA
The Downtown Transportation Plan provides a conceptual multimodal transportation network and complete streets strategy for Downtown Redding.

Additional Projects: Champions Plaza, City of South Lake Tahoe; Chateau Village, City of South Lake Tahoe; South Lake Tahoe Design Guidelines, City of South Lake Tahoe

Design Workshop

Education

Master of City & Regional Planning; Ohio State University

Bachelor of Political Science; University of Colorado

Licensure and Certifications

American Institute of Certified Planners (AICP)

Professional Affiliations

American Planning Association (APA) Legislative and Policy Committee

Small Town and Rural Division, Immediate Past Chair

YEP! Youth Engagement Planning Board Member

Recent Awards and Honors

APA Colorado Honor Award, Creation of Updated Commercial Design Standards

APA Small Town & Rural Division, Aspen Area Community Plan Outstanding Planning Initiative,

ASLA Colorado Merit Award, Aspen Area Community Plan

APA Colorado Community Engagement Award, Aspen Area Community Plan

**Projects completed prior to joining Design Workshop*

Jessica Garrow AICP

PRINCIPAL PLANNER

Jessica is a community development professional with fifteen years of experience and a proven track record of successful planning implementation and community engagement. She has effectively managed significant and complex projects and budgets, worked to craft innovative planning policies, and promoted sustainable comprehensive planning. Prior to Design Workshop, Jessica worked as a land use planner and Community Development Director for the City of Aspen, Colorado.

Select Project Experience

Aspen Area Community Plan – Aspen, CO*
Managing multiple consultants, tracking over a $250,000 project budget for both the City of Aspen and Pitkin County, completing extensive data analysis, and managing public outreach efforts.

City of Fruita Land Use Code Update – Fruita, CO
Jessica led an effort with the City of Fruita to update their land use code to ensure it reflects the recently adopted Comprehensive Plan. This work includes tracking Comprehensive Plan vision statements into code language, implementing best practices, and managing the adoption process.

Arapahoe County Open Space, Trails, and Recreation Master Plan – Arapahoe County, CO
Design Workshop completed a master plan that prioritizes acquisitions for open space and recommends partnerships and recreation programming. Jessica provided leadership related to incorporating parks and open space goals into the development code to ensure implementation.

Kachina Area Master Plan – Village of Taos Ski Valley, NM
Jessica led an effort in the Village of Taos Ski Valley to create a visionary Master Plan that identifies the development future of the Kachina Basin. The area has significant natural constraints and pressures from increasing number of visitors. The plan identifies how growth in this small town can be accommodated while preserving its small town character. Analysis focused on understanding build out potentials, trail connections, and water availability.

Additional Projects: Truckee Objective Design Standards – Truckee, CA

Design Workshop

Education

Bachelor of Landscape Architecture, Utah State University

Professional Affiliations

American Society of Landscape Architects

Recent Awards and Honors

ASLA National Honor Award in Analysis and Planning, Mariposa County Recreation and Resiliency Plan

APA California Best Practices Award, Mariposa County Recreation and Resiliency Plan

ASLA Utah Honor Award in Recognition of Outstanding Academic Achievement

Madison Pong

LANDSCAPE DESIGNER

Madison has contributed to many public outreach efforts for various Design Workshop projects and is passionate about connecting community and landscape through an understanding of the communities she works with as a designer. Prior to joining Design Workshop, she worked as a horticulturist and has a deep understanding of, and passion for garden cultivation and management.

During her time at USU she volunteered as a Community Design Team leader, providing design and planning services to local community organizations, where her interest in public engagement began. In her spare time, Madison is a certified Professional Ski Instructor of America (PSIA) Level II Ski Coach with a focus on child development.

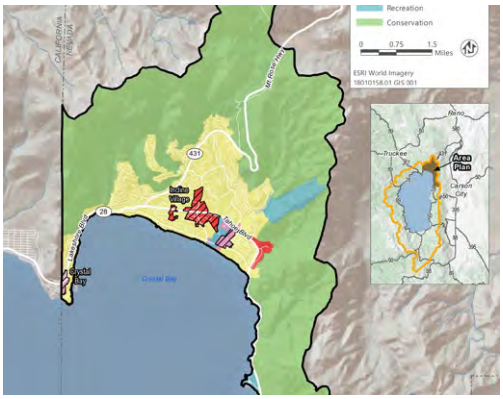
Select Project Experience

56 Acres Master Plan – South Lake Tahoe, CA
Working closely with the City, stakeholders and the public, the Design Workshop team developed a master plan that will elevate the recreation and community enjoyment and experience. Establishing a master plan that embraces the natural beauty of the site, creates a framework for short and long-term environmental enhancements, identifying opportunities for revenue generation for on-going maintenance and future improvements for the 56 Acres Park Master Plan. Role: Landscape Designer

Lake Tahoe Community College Student Housing – South Lake Tahoe, CA
The college is set to receive $39.4 million in funding to construct on-campus student residential living with. LTCC is planning to construct a 100-bed housing facility serving California residents who are low-income, full-time college students. Design Workshop is working with the architect to provide site planning and landscape design.

Truckee/North Tahoe Regional Workforce Housing Needs Assessment – CA

The Mountain Housing Council of Tahoe Truckee (MHC) works in numerous ways to accelerate solutions to local achievable housing, including creating policy recommendations for local jurisdictions, advocating for state housing bills, creating tools for action, facilitating regional collaboration, and raising public awareness of housing issues. MHC hired the EPS team with Design Workshop as a subconsultant to update the housing needs assessment and facilitate a collaborative process to develop a 3-year Regional Housing Implementation Plan.



Ascent Environmental

Education

MA, Environmental Planning, Prescott College, 2006

BA, Wildlands Ecology and Management, Sterling College, 2002

AA, Natural Resources Management, Sterling College, 2000

Licensure and Certifications

American Institute of Certified Planners (No. 28677)

Professional Affiliations

American Planning Association

Society of Outdoor Recreation Professionals

Peer reviewer for the journal Biologic Conservation

Recent Awards and Honors

Tahoe Program Timberland EIR, AEP Outstanding Environmental Analysis Document

Lake Tahoe Shoreline Plan, AEP Outstanding Environmental Analysis Document

Placer County Tahoe Basin Area Plan and Tahoe City Lodge EIR/EIS, AEP Outstanding Environmental Analysis Document

State Wildlife Action Plan 2015 Update, AEP Outstanding Environmental Resource Plan

Adam Lewandowski AICP

ENVIRONMENTAL PROJECT MANAGER

Adam Lewandowski, AICP, is a senior project manager and planner with over 20 years of experience including 16 years of experience in the Lake Tahoe Basin. His practice includes community planning, natural resource and recreation planning, and CEQA, NEPA, and TRPA compliance. In his previous role as the long-range planning manager at TRPA, Adam served as an architect of the Tahoe Regional Plan and Area Plan process. Adam has played a role in the development or review of area plans for every local jurisdiction in the Tahoe Basin. Adam brings an in-depth understanding of the federal, regional, state, and local environmental regulations affecting plans and projects in the Tahoe Basin.

Select Project Experience

Lake Tahoe Regional Plan Update and EIS, Lake Tahoe Basin, CA and NV
The plan update was developed to revitalize community centers through implementation of environmentally beneficial redevelopment. It also established the framework for local area plans. While a staff member at TRPA, Adam led preparation of the Regional Plan and managed preparation of the Regional Plan Update EIS.

Washoe County Tahoe Area Plan IEC, Washoe County, NV
Adam managed preparation of an Initial Environmental Checklist (IEC) for Washoe County's proposed Tahoe Area Plan. The IEC evaluated environmental effects associated with the proposed land use and policy changes. Adam also provided planning advice to Washoe County regarding plan elements necessary to conform with the Regional Plan.

Meyers Area Plan, Plan Development and IS/ND and IEC, El Dorado County, CA
Adam managed the development of El Dorado County's Meyers Area Plan, as well as the environmental review of the plan consistent with CEQA and TRPA requirements. Development of the plan and environmental review included significant community engagement using a variety of techniques to mediate polarized stakeholder groups.

56 Acres Master Plan and South Lake Tahoe Recreation and Aquatics Center Project IS/MND, El Dorado County, CA
Adam led preparation of an IS/MND for the 56 Acres Master Plan that provides a comprehensive strategy for facilities, programs, and services at a centrally located site in South Lake Tahoe and for the South Lake Tahoe Recreation and Aquatics Center (Multigenerational Center). The IS/MND includes programmatic analysis of the Master Plan and project-level analysis of the Multigenerational Center.

Ascent Environmental

Education

BS, Environmental Policy Analysis and Planning, University of California, Davis, 1993

Professional Affiliations

California Association of Environmental Professionals (AEP)

Lake Tahoe Bicycle Coalition (LTBC), Treasurer (2014–present)

Parks and Recreation Commission, Douglas County, Nevada (2019–present)

Recent Awards and Honors

Placer County Tahoe Basin Area Plan and Tahoe City Lodge EIR/EIS (2017 Award for Outstanding Environmental Analysis Document from AEP)

Nanette Hansel

ENVIRONMENTAL PRINCIPAL

Nanette Hansel is a principal and project manager in Ascent's Lake Tahoe office with 29 years of experience. Her focus is on managing and preparing environmental review documents pursuant to CEQA, NEPA, and TRPA regulations for projects in the Lake Tahoe Basin. Her diverse experience includes projects involving area plans, fire fuel management, habitat restoration, linear public facilities, energy, solid waste and recycling facilities, recreation improvements, and mixed-use developments. She regularly collaborates with agency staff, engineers, architects, and other members of project teams to address environmental issues during the planning, design, permitting, and construction phases. Nanette has also participated in the planning and implementation of robust public outreach for projects.

Select Project Experience

South Shore Area Plan Amendments IEC, Douglas County, NV
Nanette is directing preparation of an TRPA IEC and related approval documents (i.e., findings, conformity checklist, and compliance measures checklist) for an amendment to the South Shore Area Plan to allow religious assembly uses in the T-MU zoning district as a matter of right, eliminating the need for a special use permit.

Placer County Tahoe Basin Area Plan and Tahoe City Lodge EIR/EIS and Conformity Checklist, Placer County, CA
Area Plan adoption was a monumental step toward revitalizing North Lake Tahoe and achieving environmental gain in the region. Nanette managed preparation of the Area Plan and EIR/EIS, which included programmatic-level review of the Area Plan and project-level review of the Tahoe City Lodge Project. Nanette more recently led preparation of a CEQA conformity checklist tool to be used in evaluating subsequent projects implemented under the Area Plan. For projects that are wholly consistent with the Area Plan, no additional CEQA documentation is required.

South Shore Area Plan, Plan Development and IEC, Douglas County, NV
Nanette managed completion of a robust IEC and guided Douglas County through the TRPA environmental review process for the first Area Plan implemented under the 2012 TRPA Regional Plan. The project area extended from the Nevada state line to lower Kingsbury along US 50.

LSC Transportation Consultants

Education

Engineer's Degree in Civil Engineering, Stanford University

Master of Science in Infrastructure Planning, Stanford University

Bachelor of Science in Civil Engineering, Purdue University

Licensure/Certifications:

California Professional Traffic Engineer #TR 1614

Issued 9/30/92

Expires 9/30/24

Nevada Professional Engineer 9704

Expires 6/31/2024

American Institute for Certified Planners (AICP)

Professional Affiliations

American Institute for Certified Planners (AICP)

American Planning Association (APA)

Institute of Transportation Engineers (ITE)

Gordon Shaw PE, AICP

TRANSPORTATION PROJECT MANAGER

Gordon R. Shaw, PE, AICP is the President of LSC and a Principal in the Tahoe City office. Gordon has 38 years of experience conducting transportation studies throughout the western U.S. He holds a B.S. degree in Civil Engineering from Purdue University as well as M.S. and Engineers degrees in Infrastructure Planning from Stanford University. He is a Professional Engineer registered in Colorado, Nevada, and California, and has accreditation from the American Institute of Certified Planners. His professional work has included a wide range of hundreds of studies, including comprehensive transportation plans, transit, traffic/roadway, modeling, and parking studies.

Select Project Experience

56 Acre Park Master Plan – South Lake Tahoe, CA

Served as Project Manager, overseeing transportation data collection, impact analysis and Vehicle-Miles of Travel analysis.

Bijou-Al Tahoe Community Plan – South Lake Tahoe, CA

Conducted the transportation analysis for the previous community plan, including level of service analysis.

City of South Lake Tahoe General Plan – South Lake Tahoe, CA

Managed LSC's work in the development and transportation analysis of the City's current General Plan.

Tahoe Basin Area Plan – Placer County, CA

Managed the transportation analysis of Area Plan for the Tahoe Basin portion of Placer County, including development of policies, evaluation of VMT and assessment of circulation impacts.

LSC Transportation Consultants

Education

Engineer's Degree in Civil Engineering, Stanford University

Master of Science in Infrastructure Planning, Stanford University

Bachelor of Science in Civil Engineering, Purdue University

Licensure/Certifications:

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American Institute for Certified Planners (AICP)

Professional Affiliations

American Institute for Certified Planners (AICP)

American Planning Association (APA)

Institute of Transportation Engineers (ITE)

Sierra Brown PE

ENGINEER

Sierra Brown is an Engineer in the Tahoe City office. She is a certified Engineer (PE) and holds a B.S. in Civil Engineering from the University of the Pacific. Since joining LSC in 2020, Mrs. Brown has worked on a variety of traffic impact studies in California, Nevada, and Colorado. These analyses have included the evaluation of existing traffic operations, level of service, accident data as well as trip generation estimates and parking studies. She has used traffic analysis software such as HCS7, Synchro 10, StreetLight InSight, as well as developed corridor simulations to analyze roadway configuration options.

Select Project Experience

Tahoe Basin Area Plan – Placer County, CA

Conducted trip generation, Level of Service and VMT analysis.

Sugar Pine Village Transportation Analysis – South Lake Tahoe, CA

Conducted transportation and parking impact analysis

56 Acre Park Master Plan – South Lake Tahoe, CA

Analyzed traffic and Level of Service impacts. Assessed potential need for intersection modifications

Tahoe Forest Hospital Master Plan – Truckee, CA

Prepared VMT and circulation impact analysis for long-term development of the hospital. Analyzed need for intersection improvements and pedestrian improvements. Conducted evacuation analysis.

Aaron Nousaine MCRP

ECONOMICS/HOUSING PROJECT MANAGER

Aaron will function as BAE's Principal-in-Charge and project manager. He specializes in market and financial feasibility analysis. He has extensive experience working within the greater Lake Tahoe region, including in the areas of affordable and workforce housing, short-term rental and tourism management policy, land use demand and development feasibility, and infrastructure funding/finance. He is currently working with South Lake Tahoe to prepare an analysis of locally funding sources for affordable and workforce housing program. Aaron is a proud resident of the Town of Truckee and is passionate about building sustainable mountain communities. Aaron began his career in urban economics and planning as an Analyst with BAE in 2007 and is now one of the firm's seven principals and shareholders.

BAE Urban Economics

Education

Master of City and Regional Planning (MCRP), University of North Carolina Chapel Hill

Bachelor of Science in Political Economy, California State University Monterey Bay

Licensure/Certifications:

Development Project Management Certificate, Monterey Institute of International Studies

Professional Affiliations

American Planning Association

Urban Land Institute

Select Project Experience

Local Funding Sources for Housing Initiatives –South Lake Tahoe, CA

BAE is currently engaged with the City of South Lake Tahoe to evaluate seven different potential local funding sources, including six special taxes (transient occupancy tax, real estate transfer tax, sales and use tax, vacant real estate tax, business payroll expense tax, and an employee headcount tax), as well as an inclusionary housing in-lieu fee and commercial linkage fee (including financial feasibility testing).

Tahoe Basin Town Center Economic Sustainability Needs Assessment –Placer County, CA

In support of Town Center planning in the Tahoe Basin, Placer County retained BAE to conduct research regarding development related economic forces behind the lack of investment in Town Centers and Village Centers within the Placer County Tahoe Basin Area and identify potential local government initiatives which could attract environmental and economically beneficial investments in the area.

Innovate Gateway Corridor Study – Truckee, CA

BAE conducted background market analysis and detailed financial feasibility testing in support of the Innovate Gateway Strategy in Truckee. This included evaluating options for adjustments to development standards and infrastructure improvements to facilitate desired development.

California Excess Sites Program – California Department of General Services

BAE recently supported the State of California Department of General Services (DGS) with implementation of Executive Order (EO) N-06-19 leverages excess state property for development of affordable and workforce housing, including the Sugar Pine project in south Lake Tahoe.

Matt Fairris MCP

RESEARCH SUPPORT

Matt Fairris is a Senior Associate in BAE's Sacramento Region office, where he provides research and analytical support for BAE's consulting assignments. He specializes in real estate market analyses, financial feasibility analyses, and strategic economic development. His recent experience includes providing analytical support for the for a variety of small area and specific plans, including in Sacramento, Davis, and Vacaville. Matt also provided high quality technical support in coordination with Aaron Nousaine to the California Department of General Services (DGS) as part of the Excess Sites program which resulted in construction of the Sugar Pine affordable housing project

BAE Urban Economics

Education

Master of City Planning (MCP), University of California Berkeley

Bachelor of Science in Environmental Policy, University of California Davis

Professional Affiliations

American Planning Association

Urban Land Institute

Select Project Experience

Truckee 2040 General Plan update – Truckee, CA

Recognizing BAE's extensive resent work on affordable and workforce housing in the Truckee-Lake Tahoe region, BAE's role on the Truckee General Plan Update was limited to evaluating market conditions and projecting demand for non-residential land uses, including office, industrial, retail, and tourist accommodations. This also included a detailed geographic evaluation of taxable sales by sub-area. Due to the impacts of the pandemic, BAE also provided a supplemental analysis of the population growth impacts of pandemic induced in-migration.

Innovate Gateway Corridor Study – Truckee, CA

BAE conducted background market analysis and detailed financial feasibility testing in support of the Innovate Gateway Strategy in Truckee. This included evaluating options for adjustments to development standards and infrastructure improvements to facilitate desired development.

Downtown Specific Plan – Vacaville, CA

BAE assisted with preparation of the Vacaville Downtown Specific Plan, including background market analysis and detailed financial feasibility analysis. BAE also prepared an affordable housing and anti-displacement strategy, as well as a downtown retail development strategy.

Central City Specific Plan – Sacramento, CA

BAE assisted with preparation of a Specific Plan and design guidelines, Historic Resource Survey, and EIR for the City of Sacramento's Central City area. This work was a key program of the Downtown Housing Initiative. BAE's work included market and land use demand analysis, case studies and development cost comparison with peer cities, development trends analysis, and the local policy and program development. BAE assisted with recommendations for housing and economic policies and actions.

Coleen Shade LEED AP

LAND USE, ENVIRONMENTAL PLANNING AND POLICY DEVELOPMENT

As a Principal and environmental planner for Stantec, Coleen Shade engages both her natural resources knowledge and broad experiences from a professional planning career of more than 30 years spent in both the public and private sectors. Ms. Shade's planning practice focus includes natural resources, land use, community, recreation, safety, and infrastructure planning that considers and supports local and regional resiliency. Her work has included leading California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and TRPA environmental document preparation. Ms. Shade has both managed and contributed to the preparation of individual environmental documents and multi-agency joint documents. Bringing diverse agencies with multiple missions together to create comprehensive plans supported by sound environmental practices are efforts Ms. Shade enjoys.

Stantec

Education

Master of Arts, Environmental Education, California State University (CSU), Humboldt

Bachelor of Science, Natural Resources Planning, CSU Humboldt

Licensure and Certifications

LEED Accredited Professional

Advanced Facilitation Training, USFS Facilitation Institute

Mediating Natural Resource Conflict Resolutions, University of California, Davis

Resolving Public Policy Conflicts, Common Ground and Center for Collaborative Policy, Sacramento State University

Professional Affiliations

American Planning Association (APA), California and Nevada Chapters

Association of Environmental Professionals

Friends of Banner Mountain Firewise Community Steering Committee

Select Project Experience

Harrison Avenue Streetscape and Water Quality Improvement Project – South Lake Tahoe, CA

Coleen provided project management for a "complete streets" project for a commercial district in South Lake Tahoe. She led an interdisciplinary team in the development of design solutions with a working group of agencies and property owners. She successfully collaborated with both the City of South Lake Tahoe and the property owners to create an assessment district and move the Harrison Avenue public/private partnership to implementation. She was responsible for all environmental clearance (e.g., CEQA, TRPA, and Federal Highway Administration/Caltrans NEPA), utilities agreements, easement agreements, and all permitting.

Penn Valley Area Plan Update – Nevada County, CA

Coleen led Nevada County's efforts to update the Penn Valley Area Plan, which included stakeholder interviews, organization and facilitation of public workshops, Community Development Agency collaboration, and Plan development.

Nevada County General Plan Safety Element Update – Nevada County, CA

Coleen was responsible for the research, rewrite and update of the Nevada County General Plan Safety Element to meet new state statutes, regulatory requirements, consistency with other programs, and needed informational revisions. Coleen worked closely with Nevada County internal departments (i.e., planning, office of emergency services, public works, environmental health, public health, and building), local fire districts, Nevada County Fire Safe Council, Nevada County Resource Conservation District, California Geological Survey, and California Department of Forestry and Fire Protection (CalFire), and the USFS.

Tahoe Regional Planning Agency, Long Range Planning Manager

Coleen's TRPA 18-year tenure culminated in the role of Long-Range Planning Chief. Her responsibilities included periodic updates, edits and preparation of new codes, policies, and area-plan planning documents to support the implementation of the TRPA Regional Plan. She was also responsible for the collaboration with TRPA's partner agencies to insure consistent and complimentary implementation of the various rules/regulations and planning goals for the Lake Tahoe Basin.

Brian McRae PE, QSD, QSP

CIVIL ENGINEERING SUPPORT

Mr. McRae has over 27 years of civil and environmental engineering and planning experience. He specializes in managing large multifaceted design projects involving numerous professional disciplines, and guiding them through complex permitting environments. Mr. McRae has been responsible for project planning; project design; managing environmental studies; preparation of reports; delivery of plans, specifications, and cost estimates; engineering studies; project bidding; construction management; resident engineering and inspection; and close out of construction projects on a variety of projects in California and Nevada. These projects include multimodal transportation projects; shared use paths and bike trail projects; recreation projects; watershed-wide stormwater quality projects; stream, river, wetland, and habitat restoration; storm drain systems; sewer and water systems; erosion control systems; hydrologic and hydraulic modeling; and resort, multi-family housing, commercial, and residential site designs.

Stantec

Education

Bachelor of Science in Civil Engineering – California Polytechnic University, San Luis Obispo, California

Licensure and Certifications

Professional Engineer, Civil Engineering – California, License #59100

Professional Engineer, Civil Engineering – Nevada, License #14393

Qualified SWPPP Developer/ Practitioner

Professional Affiliations

American Society of Civil Engineers (past President)

American Public Works Association

International Erosion Control Association

Kit Carson Youth Cycling (past board member, Past President)

Tahoe Area Mountain Biking Association

Select Project Experience

Tahoe Valley Greenbelt and Storm Water Improvement Project – South Lake Tahoe, CA

Mr. McRae led the project design and development of the 30 percent plans for this multi-benefit recreation and stormwater quality project. The project combines public open-space and recreation amenities with stormwater improvements in an urban/wildland pocket interface in South Lake Tahoe.

Village Boulevard & Mill Creek Water Quality Improvement Project, Washoe County Public Works, Incline Village, NV

Mr. McRae provided project design and management of a watershed-wide stormwater quality, erosion control project for the Village Boulevard and the Mill Creek area of Incline Village. Improvements included, large stormdrain conveyance, surface swales and ditches, multiple infiltration basins with vegetative treatment, and bioswales.

E. Pioneer Trail Erosion Control Project, City of South Lake Tahoe, CA

Mr. McRae provided design for the stormwater quality retrofit project for the 250 acre subdivision of Round Hill, NV. Improvements consisted of roadway improvements, large stormdrain conveyance, source erosion control, slope stabilization including retaining walls, and surface water quality basins.

Glorene/8th Street Erosion Control Project, City of South Lake Tahoe, CA

Mr. McRae led the project design and development of the multi-benefit stormwater quality project. The project entailed the construction of multiple water quality infiltration basins, flood conveyance, road improvements, large stormdrain conveyance and source erosion control.

Village Boulevard Low Impact Development Project (LID) – Incline Village, NV

Mr. McRae provided civil and environmental review and oversight for the Nevada Tahoe Conservation District's LID project located along Village Boulevard in Incline Village, NV. The project entailed construction of multiple rain garden infiltration ponds, bioswales, and bioretention.

Parker Johnson PE

CIVIL ENGINEERING SUPPORT

Mr. Johnson is an experienced Project Engineer with an expertise in recreation rehabilitation, trail design, restoration, and civil engineering project design. Mr. Johnson has over seven years of experience in the construction/engineering industry and has supported project teams on wide variety of public, private, and federal projects. He is also accustomed to field efforts supporting associate environmental scientists and engineers. Mr. Johnson also supports the project team with plan set development, drafting, cost estimate development, specifications development, stormwater sampling, stormwater results analysis, GIS analysis, report development, and project management on various restoration engineering, environmental consulting, recreation rehabilitation, land development, and Federal Energy Regulatory Commission (FERC) license implementation and compliance projects.

Stantec

Education

Bachelor of Science Civil Engineering, California State University, Sacramento,

Licensure and Certifications

Professional Engineer, Civil Engineering – Nevada

Select Project Experience

Al Tahoe Blvd. Safety and Mobility Project – South Lake Tahoe, CA

Mr. Johnson provided engineer support for preliminary planning, preliminary design, 90% design, and 100% design/construction documentation for a Class 1 bike trail along Al Tahoe Boulevard. The project was a continuation of the efforts associated with the South Tahoe Middle School Connectivity Plan's preferred alternative to improve non-motorized mobility in the vicinity of the middle school.

Lake Tahoe Boulevard Class I Bicycle Trail Project – South Lake Tahoe, CA

Cardno is currently working with the City of South Lake Tahoe on a project to provide safe, non-vehicular transportation in South Lake Tahoe between the commercial "Y" area and the High School. Mr. Johnson's responsibility on the project included basemap development, alternatives development, topographic survey support, supporting permitting efforts, 90% plan set development, and cost estimate development.

Sunset Campground Upgrade Project – Eldorado National Forest, CA

As part of Sacramento Municipal Utility District's (SMUD) FERC license implementation and compliance, Cardno is working to completely rehabilitate an existing 132-site campground on Union Valley Reservoir. Some highlights of the project include overlaying the existing roadway; constructing new roads and campsites; and installing storm drain facilities, a new water tank and water distribution system, a sanitary sewer system, bathrooms, and a shower building. Mr. Johnson's responsibilities on the project have included research, 60% design development, 95% design development, specifications development, and verifying material quantities/cost estimating.

Tahoe Valley Stormwater and Greenbelt Improvements Project – South Lake Tahoe, CA

Cardno is currently working with the City of South Lake Tahoe on an environmental improvement project to improve stormwater quality and drainage, create pedestrian access, improve recreation, and beautify the city in the Tahoe Valley area. Mr. Johnson's responsibility on the project included traffic analysis, storm drain analysis, concept plan development, and 90% plan set development.

56 Acres Park Master Plan & Recreation Aquatic Center

South Lake Tahoe, California

Design Workshop. Ascent, LSC

For over 40 years the site referred to 56 Acres has provided a wide range of activities and created fond memories for residents and visitors from all over the world. The location in the center of the City of South Lake Tahoe, adjacency to Lake View Commons Beach, the existing recreation and overnight accommodations on site, the proximity to other recreation and educational facilities and convenient shopping within walking distance makes the site a community hub and a basecamp for many visitors. Working closely with the City, stakeholders and the public, the Design Workshop team developed a master plan that elevates the recreation and community enjoyment and experience. The team focused their experience in integrating park design with economic, community, environmental, and aesthetic considerations to create a master plan for the site that embraces the civic pride of the local community while creating a regional and nationally recognized park destination.

The site includes an existing 40-year-old recreation and swim complex that has aged, lacks accessibility, energy efficiency, mobility, and flow. Over the years, desired recreational programs and services have changed significantly making the building troublesome to utilize effectively. Design Workshop prepared site design concepts and full construction documentation that compliments the indoor functions with outdoor areas for community and recreation purposes. Imperative for the design was to blend with the natural environment of the area while producing a facility of unique architectural characteristics within the Tahoe basin.

Client
City of South Lake Tahoe

Services Provided
Master Planning, Site Analysis, Public Outreach

South Lake Tahoe Design Guidelines

South Lake Tahoe, California

Design Workshop

Design Workshop was hired by the City of South Lake Tahoe to create guidelines to help project applicants and their designers understand the community's desired visual character and appearance for South Lake Tahoe. The guidelines were developed as part of a collaborative outreach process. Community members were invited to take part in three public workshops and two online surveys to understand what types of buildings, signage and landscape elements best reflect the type of mountain architecture the community desired and to identify imagery that represented the desired aesthetic. The guidelines show how structures should relate to the land, respond to climate,

step with natural grades, and harmonize with the character of the surrounding landscape to create an overall vision for mountain architecture in South Lake Tahoe. The guidelines enhance the community's visual quality and experience and direct future development in ways that are responsive to the specific environmental conditions and natural setting of South Lake Tahoe.

Client
City of South Lake Tahoe

Services Provided
Design Guidelines and Public Engagement

Harrison Avenue Streetscape Improvements

South Lake Tahoe, CA

Design Workshop

The Harrison Avenue business district is a classic example of an area built in the beginning of automobile dominance. Located adjacent to one of the most scenic beach fronts in South Lake Tahoe and parallel to US 50, it serves as a model for positive business transformation and partnership between the City and the business owners.

The creation of a special district provided the private funding mechanism to ensure the City's investment into this area would result in sustainable change. Working extensively with businesses, property owners and residents, a design for this 5-block district was developed that embraced the unique architecture and connected the commercial area with the surrounding natural environment. Existing conflicts between pedestrians, bicyclists and vehicles have been resolved to improve overall safety as well preserving commercial parking spaces. Connectivity to adjacent destinations such as the lake, recreation center and the school district have been improved safety with new sidewalks and a bike path. The resulting improvements to the pedestrian and cyclist experience have promoted alternative modes of transportation. Creative options for new community gathering spaces are knit into the design along with benches, bike racks, and pedestrian lighting. Options for temporary street closures allow for larger special event space.

TAHOE REGIONAL PLANNING AGENCY

BEST IN THE BASIN

Client
City of South Lake Tahoe

Services Provided
Landscape Architecture, Streetscape Design, Public Engagement

Truckee Objective Design Standards

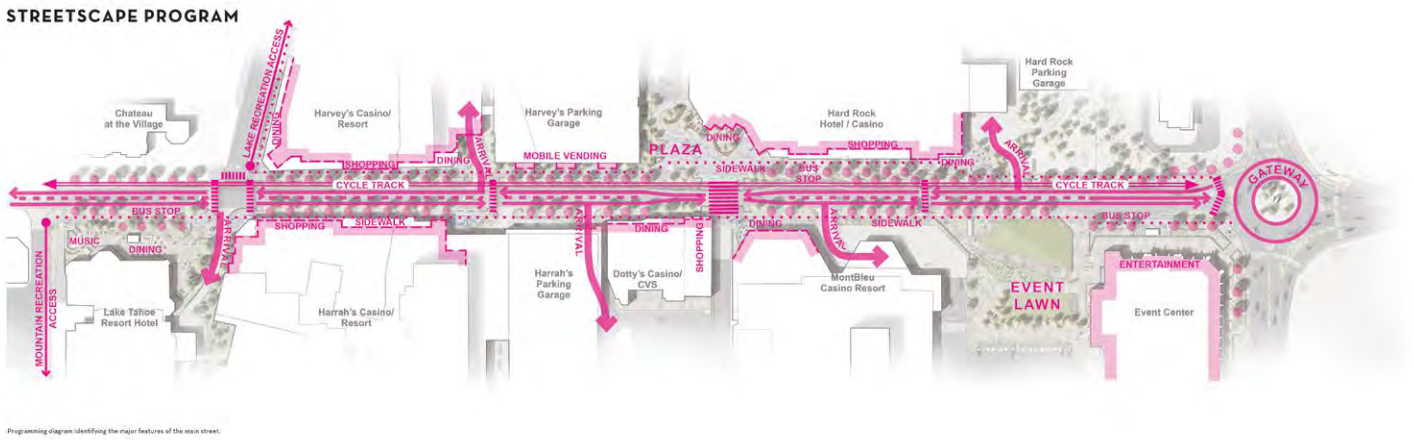
Truckee, California

Design Workshop

Design Workshop assisted the Town of Truckee to create an updated set of design guidelines for the development of affordable housing. With the lack of housing opportunities available in the community, the Town worked to clarify requirements and simplify the process to encourage the development of more housing. While providing new housing is critical, the community also wanted to ensure new development matches the community character. Design Workshop supported this through the review of existing guidelines and processes, a community survey, and updates to the residential design guidelines.

Client
Town of Truckee

Services Provided
Design Guidelines, Community Engagement



Programming diagram identifying the major features of the main street.

South Shore Vision Plan and Main Street Management Plan

South Lake Tahoe, CA and Stateline, NV

Client
Tahoe Regional Planning Agency and Lake Tahoe Gaming Alliance

Services Provided
Master Planning, Illustrations, Public Outreach and Engagement

Design Workshop

A lack of capital investment has led to a decline in physical environment and economic potential of Lake Tahoe's South Shore. The vision plan redefined the physical attributes of the study area in a way that is economically sustainable and responsive to the unique environmental conditions within the Lake Tahoe Basin. Through meetings with local officials, business owners, and the regional planning agency a collection of 15 principle ideas were developed and illustrated to show how ideas such as establishing a pedestrian main street and creating revitalization. The plan facilitated the completion and approval of the Regional Plan Update and development of the first Area Plan for the Lake Tahoe region. As a result of the planning efforts and recent approval of a major transportation project.

Design Workshop then worked with TRPA on development of a Main Street Management Plan. Through a collaborative process with the stakeholders the team identified an approach for a safe and efficient circulation system, followed by enhancements to pedestrian zones, active transportation and environmental improvements.

Tahoe City Vision Plan

Tahoe City, California

Design Workshop

With the Placer County Area Plan and the Tahoe Regional Planning Agency's Regional Plan Update underway Tahoe City realized the importance of describing the city's visioning process. With the assistance of the Tahoe City Public Utilities District and the North Lake Tahoe Resort Association, a group of community leaders and business owners retained Design Workshop to provide opportunities for what the downtown area could be, the visioning options also helped inform the development of a future Area Plan.

While recognizing the opportunities, fundamental challenges and issues posed by the larger regional context, the visioning process examined the core area of Tahoe City to identify what

would make it a more economically viable, visitor friendly and quality community for its residents. The described and illustrated options show potential design criteria and land use alternatives for recreational amenities, future lodging, and pedestrian mobility. The question this process has answered is "what are the possibilities for the future".

The process considered the issues facing Tahoe City and set forth a series of principles to address them. The principles are made evident in the visioning options diagram and through a series of illustrations that convey the possibilities for the downtown core.

Client
Tahoe City Public Utility District

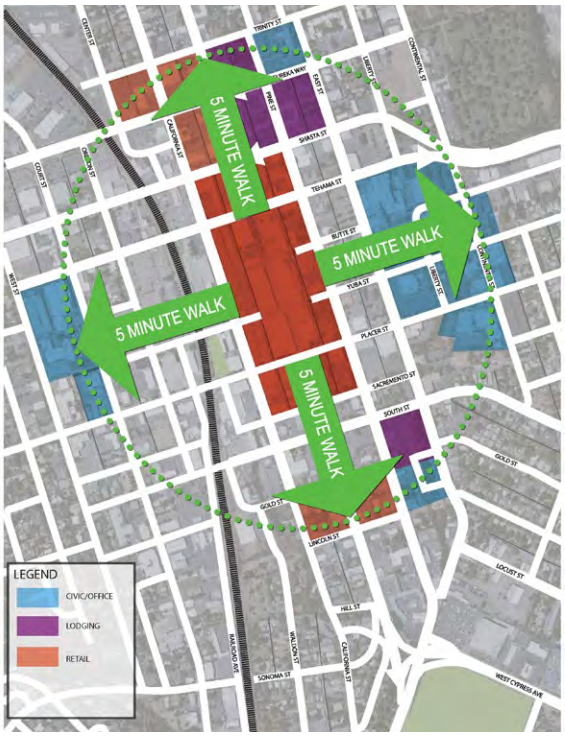
Services Provided
Master Planning, Facilitation, Illustrations and Diagrams

Downtown Redding Transportation Plan

Redding, California

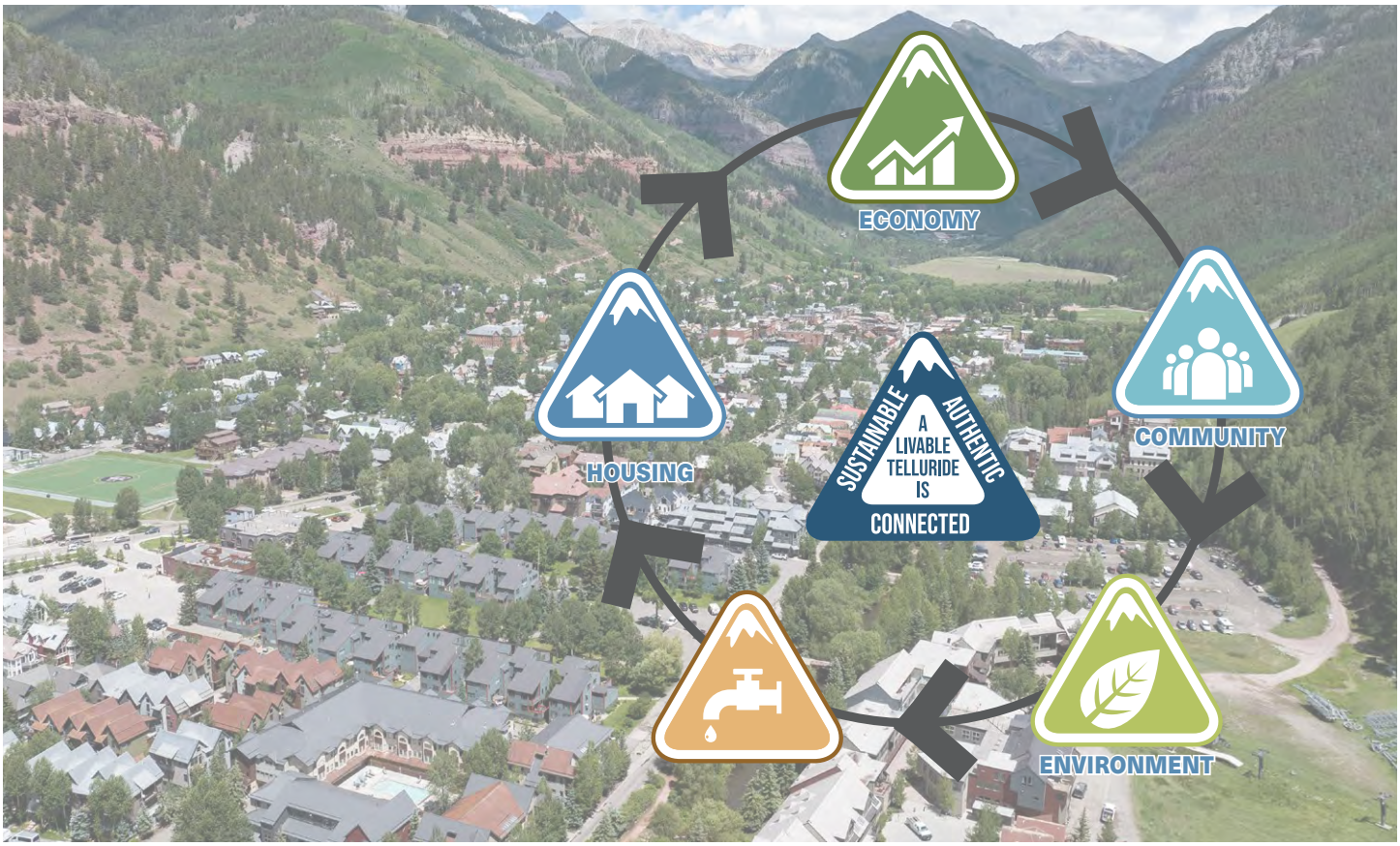
Design Workshop

Downtown Redding was suffering from a lack of connectivity in the downtown from one way streets and street closures which contributed to safety issues and business vacancies in the core area. Design Workshop, as a sub-consultant, worked with Caltrans and the City of Redding to engage the community and stakeholders in developing vehicular, bike and pedestrian connections to support residential and business growth through extensive public outreach to coordinate feedback on transportation and land use planning. Primary goals of the planning effort looked to connect downtown to the Sacramento River Trail and Turtle Bay Conference Facility/Sundial Bridge through more walkable and bikable network of streets. The central downtown core was studied to look at reopening streets through the existing mall promenade to create opportunities for a more vibrant downtown and a stronger sense of place along with a unified parking and implementation plan.



Client City of Redding

Services Provided Public Facilitation, Site Analysis, Illustration



Telluride Community Vision and Action Plan

Telluride, Colorado

Telluride has a special history of mining, recreation, and culture within the American West. The town maintains a down-to-earth vibe celebrating local arts and culture with unparalleled access to recreation - from skiing in the winter to mountain biking and hiking in the summer and a plethora of year-round festivals. Yet Telluride has also changed over the past decade and the time has come for the community to come together in a discussion about how to plan for the future of housing, economy, transportation, and environment over the next 10 years.

The Town hired Design Workshop to lead the Telluride 2022 Community Vision and Action Plan process, which will clearly define the vision and values of the community, with targeted actions to support future planning efforts. Guided by a robust community engagement strategy of surveys, pop-up events and listening sessions, this vision plan is an intentional roadmap to guide decision making that reflects the core values of Telluride to inspire action. The work identifies what makes Telluride a livable community where the highest quality of life and measures are achieved. The vision plan will set the stage for a future master plan update which will expand upon the goals through policy and regulations to achieve the vision.

Project Document Hyperlink

https://www.telluride-co.gov/676/Community-Vision-Plan#:~:text=The%20Telluride%202022%20Community%20Vision,action%20for%20achieving%20the%20vision.

Client

Town of Telluride

Services Provided

Strategic Planning, Facilitation, Vision Planning

Steamboat Springs Downtown Plan

Steamboat Springs, Colorado

Design Workshop

The City of Steamboat Springs engaged Design Workshop to develop actionable recommendations and short-range regulatory and investment strategies that would address functional, financial and aesthetic objectives within its economically-important downtown core.

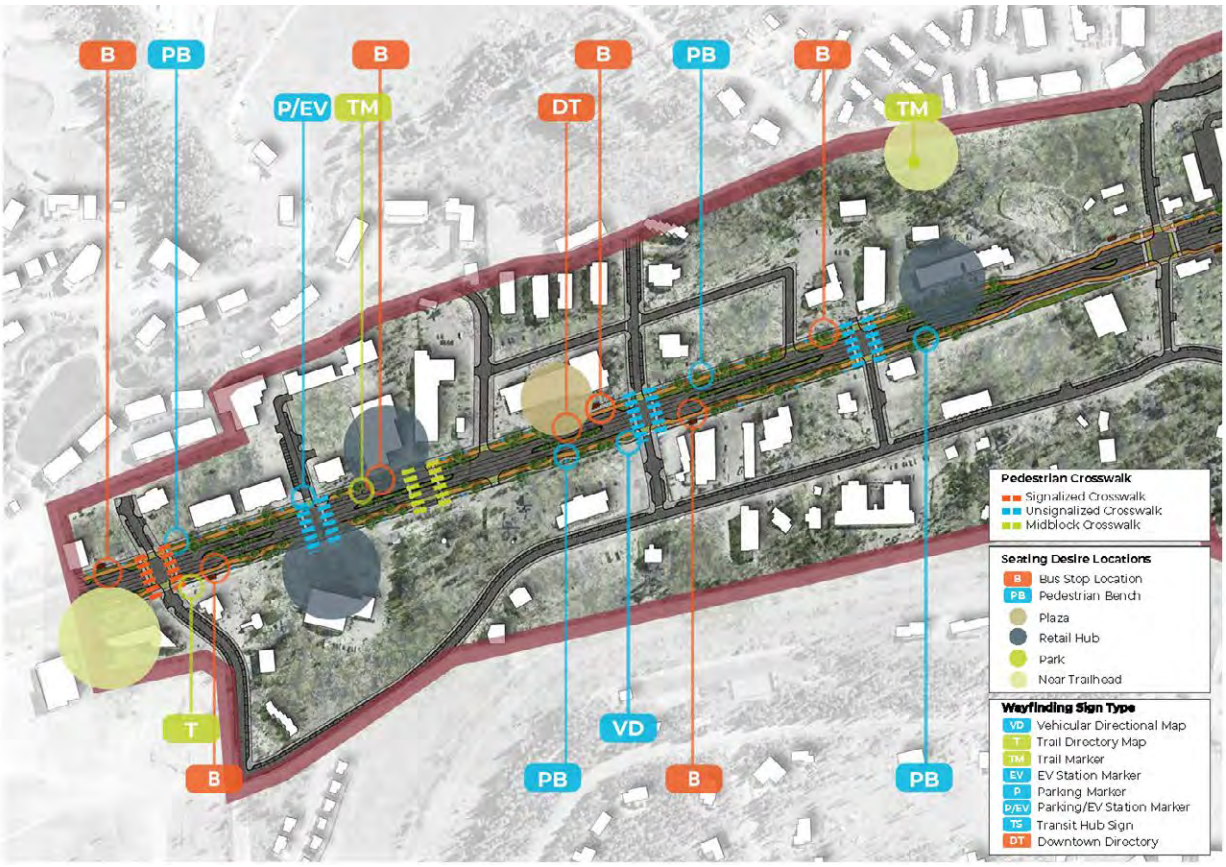
Throughout the process, Design Workshop engaged the community in an immersive series of discussions around values, opportunities and concerns. Custom toolkits were employed to engage diverse voices from the community including the downtown residents, downtown workers, small-business owners, as well as the surrounding ranching community who depend on the downtown for basic services. By combining the efforts of robust public engagement with strategic planning services, the Steamboat Springs community has a consensus-based, economically-grounded plan to guide them to the future they desire for their downtown.

Client
City of Steamboat Springs

Services Provided
Economic Development, Tourism Planning, Corridor Master Plan, Community Engagement, Investment Strategy

Project Document Hyperlink
https://steamboatsprings.net/515/Downtown-Improvements-Plan

APA COLORADO
MERIT AWARD FOR GENERAL PLANNING



Winter Park Downtown Plan

Winter Park, Colorado

Design Workshop

Design Workshop led a team in Winter Park to envision the future of Downtown Winter Park. They focused on Main Street and adjacent side streets in order to increase mobility, stimulate the economy, and encourage sustainability. The plan was guided by four principles that aligned with community values and the recently adopted Comprehensive Plan. The design guidelines and streetscape design options in the plan offer recommendations to guide development aligned with the Town's vision for the overall corridor, as well as specific districts within the corridor. They provide clear instructions to Town Council, Planning Commission, Town staff, citizens and potential developers on public and private

improvements that meet the Town's goals. This document was created to be referenced as new areas come online along the corridor.

Client
Town of Winter Park

Services Provided
Strategic Development Planning, Public Facilitation & Outreach, Mobility Planning, Document Production

Project Document Hyperlink
https://wpgov.com/doing-business/building-planning/downtown-plan/

Mission

We provide the infrastructure so you can live the life you want.

Vision

We are builders of the best place to live, work and play for all generations.

Values

Excellence
We set the pace with great employees.

Collaboration
We work together, leading toward a shared purpose.

Transparency
We are open in our decision making to build trust.

Servant Leaders
We put our community first.

Communication
We listen to each other, we communicate openly, and we value everyone's input.

Principled
We stick to what we believe and are innovative in our approach.

Proactive
We are active problem solvers for a better future.

Strategic Initiatives

- Build the Best Team
- Build a Culture of Excellence
- Build Community, Together
- Build Fiscal Stability

We Are Team Mesa

Mesa County Strategic Plan and Master Plan

Mesa County, Colorado

Over the past 25 years, Mesa County has transformed over time including an influx of new residents, dynamic shifts within the energy industry, expanding economic and business development and development pressures on agricultural lands. These changes present the need to create a new plan through coordinated efforts that reflects the vision of today's Mesa County community and lays the foundation for tomorrow's development.

This Mesa County Strategic Plan is an intentional and action-oriented roadmap to guide decision making and to inspire action for the next one to five years. This plan is uniquely Mesa County - from the mission statement to the values - the strategic plan is focused on forward momentum and meaningful action.

This plan was a six-month effort, with two distinct two phases of work. The first phase focused on understanding Mesa County today and included an all-staff survey, one-on-one interviews with leadership, focus group conversations with department heads and staff, and a two-day vision retreat. This first phase of work identified the Mission, Vision, Values and Strategic Actions. The second phase focused on a five-year planning horizon to identify goals and actions to achieve the mission and vision. This included an action planning retreat and implementation workshops with key staff to clearly indicate a path forward including responsibilities, resources, and timing for each strategy.

The strategic Plan provided a foundation for the Mesa County Master Plan. Together, like the name suggests, will be created to reflect the vision of the community at large. It identifies a shared vision and outlines the steps to lead Mesa County towards their goals.

Client
Mesa County

Services Provided
Strategic Planning, Public Facilitation and Outreach

Project Document Hyperlink
https://www.mesacounty.us/globalassets/administration/resources/strategic-plan/strategic-plan-document.PDF

Project Video Link
https://www.youtube.com/watch?v=9LTOhD1qdl0

Land Use Code and Design Guidelines Update

Fruita, Colorado

Design Workshop

The City of Fruita, Colorado hired Design Workshop to complete an update to their Land Use Code that would implement their Comprehensive Plan. During the process of updating their Comprehensive Plan, the city realized it was important to quickly update development regulations to ensure consistency with the new plan, as the current regulations do not meet the changing community needs.

The Design Workshop team led this effort, which included updates to subdivision regulations, annexation policies, zoning, parking standards, commercial design standards, residential development, historic preservation standards, landscaping, and the public hearing process.

As part of the work, Design Workshop led a complete update to the city's Design Guidelines, incorporating best practices in both standards and the use of visuals. The Design Guidelines address the different development patterns and character in the community based on use type and location.

The final code is a clear, well-defined land use code that integrates seamlessly with the Comprehensive Master Plan.

Client
City of Fruita

Services Provided
Community Planning, Land Use Code, Design Guidelines

Tahoe Basin Area Plan and Tahoe City Lodge EIR/ EIS and Conformity Checklist

Placer County, Lake Tahoe Basin, California

Ascent and LSC

The Placer County Tahoe Basin Area Plan is a monumental step toward revitalizing North Lake Tahoe and achieving substantial environmental gain in the region. The Area Plan covers the entire Tahoe Basin portion of Placer County. It was developed to implement and achieve the environmental improvement and redevelopment goals of the 2012 Tahoe Regional Plan and the TRPA/Tahoe Metropolitan Planning Organization (TMPO) Regional Transportation Plan/ Sustainable Communities Strategy (RTP/SCS). The Area Plan also serves as the General Plan for the Tahoe Basin portion of Placer County, pursuant to California Government Code Section 65300.

As a subconsultant to Ascent Environmental, Inc., LSC Transportation Consultants, Inc. was retained to evaluate transportation impacts of the proposed Tahoe Basin Area Plan for an Environmental Impact Report/Study (EIR/EIS).

It was unanimously adopted by Placer County and TRPA.

ASSOCIATION OF ENVIRONMENTAL PROFESSIONALS

OUTSTANDING ENVIRONMENTAL ANALYSIS DOCUMENT

Project Document Hyperlink

Area Plan https://www.trpa.gov/wp-content/uploads/documents/Final-TBAP_Feb_2021.PDF
EIR/EIS https://www.placer.ca.gov/2703/Tahoe-Basin-Area-Plan---Tahoe-City-Lodge

Client

County of Placer/ Tahoe Regional Planning Agency

Services Provided

Ascent

Planning, Public Engagement, EIR/EIS, CEQA Conformity Checklist

LSC

Traffic Generation, Distribution and Assignment, Analysis of roadway and intersection LOS, Land Use Scenarios, Transit and bicycle/ pedestrian modes, Mitigation Measures, EIS Transportation Section

Washoe County Tahoe Area Plan and IEC

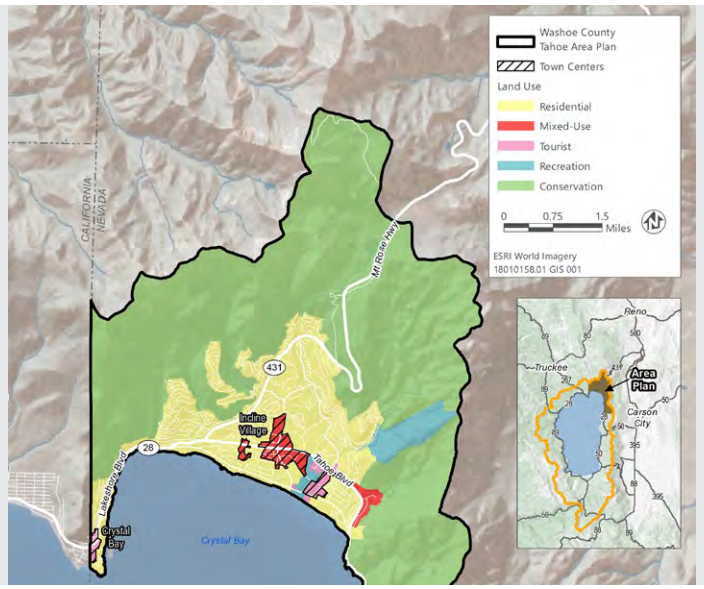
Washoe County, Nevada

Ascent Environmental

The Washoe County Tahoe Area Plan replaced the Plan Area Statements (PASs), Community Plans (CPs), and portions of the Washoe County Master Plan within the Washoe County portion of the Basin. It included updates to goals and policies, development code, revised standards for height, density, setbacks, land coverage, and other revisions. The Area Plan was developed to implement and achieve the environmental improvement and redevelopment goals of the TRPA Regional Plan. It also serves as a component of the Washoe County Master Plan consistent with Nevada Revised Statutes, Sections 278.150 to 278.230, inclusive, and other related sections.

Client

County of Washoe, Nevada



Services Provided

Supported Washoe County and TRPA in the development of Area Plan policies and standards to ensure consistency with the Regional Plan and Chapter 13 of the TRPA Code of Ordinances. Ascent also prepared an Initial Environmental Checklist (IEC) to evaluate the environmental effects of adopting the area plan.

Lake Tahoe Regional Plan Update and EIS

Lake Tahoe Basin CA and NV

Ascent Environmental

The 2012 Lake Tahoe Regional Plan update was the first major update to the plan since 1987. An important focus of the update was to revitalize community centers within the Basin through implementation of redevelopment incentives, which would result in compact development, enhanced transportation systems, transfer of coverage and development out of stream zones and other sensitive lands, promotion of non-motorized trails, and other features. TRPA's goal was to accelerate environmental carrying capacity threshold attainment through specific revisions to goals, policies, and Code provisions to incentivize redevelopment, promote compact mixed-use projects, and create walkable communities. The cumulative analysis for the Regional Plan EIS was extensive, and created the foundation from which subsequent local plans, projects, and programs may tier, streamlining future analyses. The analysis addressed cumulative effects of two comprehensive land management plans in the Tahoe Basin; seven major transportation plans and/or major projects; plus 13 major development, recreation, and utility services projects. The analysis was subject to public, agency, and legal scrutiny, and for its streamlining effects, is considered one of the most valuable elements of the 2012 Regional Plan EIS.

Client

Tahoe Regional Planning Agency

Services Provided

Ascent prepared the EIS evaluating five alternatives for the Regional Plan

Ascent also supported the successful defense of the EIS in federal court

As a staff member at TRPA, Adam Lewandowski played a lead role in crafting Regional Plan policies and the Code of Ordinances.

Meyers Area Plan and IS/MND and IEC

El Dorado County

Ascent Environmental

The Meyers Area Plan consolidates and updates regional and county land use, zoning, and environmental regulations within the community of Meyers in the Lake Tahoe Basin portion of El Dorado County. The Area Plan also identifies a community vision, goals, policies, and capital improvement projects necessary to achieve the goals and policies. Development of the plan and environmental review included significant community engagement including a variety of techniques to mediate polarized stakeholder groups. Key issues involved land use, community design standards, and traffic.

Client

County of El Dorado/Tahoe Regional Planning Agency

Services Provided

As a staff member at TRPA, Adam Lewandowski managed the development of El Dorado County's proposed Meyers Area Plan and environmental review of the plan consistent with CEQA and TRPA requirements. He served as the primary author of the area plan and lead community and stakeholder engagement in support of the plan.

Project Document Hyperlink

Area Plan and IEC:
https://www.edcgov.us/Government/TPS/meyers

South Lake Tahoe 2011 General Plan and Environmental Impact Report

South Lake Tahoe, California

LSC Transportation

As part of a larger consultant team, LSC was retained by the City of South Lake Tahoe to assist in the preparation and evaluation of an updated General Plan. The resulting General Plan was adopted by City Council in 2011.

Client

City of South Lake Tahoe

Services Provided

- Collection of traffic, bicycle, pedestrian and transit counts.
- Assessment of current transportation conditions and issues.

- Development of goals, policies and implementation measures for the circulation element.
- Use of TransCAD model to forecast traffic volumes for alternative land use scenarios.
- Evaluation of roadway alternative alignments in the congested "South Y" area
- Analysis of traffic and Greenhouse Gas emission impacts of alternative transportation strategies.
- Preparation of the transportation section of an Environmental Impact Report

Tahoe Basin Town Center Economic Sustainability Needs Assessment

Placer County, California

BAE Urban Economics

Placer County retained BAE in 2020 to conduct a study of the economic factors influencing development in the Tahoe Basin. BAE assessed the multi-layered regulatory environment involving not only the County and the Tahoe Regional Planning Agency (TRPA), but also local fire districts and utility districts; documented residential and non-residential market conditions; and evaluated existing land use patterns in relation to planned land use patterns and community character. Key research elements included interviews with key stakeholders and pro-forma financial feasibility analysis for prototype developments. BAE's analysis identified key barriers to investment and provided the County with a range of recommendations arranged around the themes of 1) high cost of development, 2) uncertainty, risk, and the indirect costs of the complex entitlement process, 3) complex and prescriptive requirements that hinder feasibility, and 4) local conditions not conducive to (re)investment.

Client
Placer County

Services Provided
Development policy and regulatory constraints, Residential and non-residential market analysis, Proforma financial feasibility testing and analysis, Recommendations for strategic policies and actions

Project Document Hyperlink
https://www.placer.ca.gov/DocumentCenter/View/43238/Placer-County-Tahoe-Basin-Town-Center-Economic-Sustainability-Needs-Analysis

Vacaville Downtown Specific Plan

Vacaville, California

BAE Urban Economics

BAE was the economic specialist on the Downtown Specific Plan (DTSP) in the City of Vacaville. The goal of the DTSP and Streetscape Plan is to unlock Downtown's full potential as a vibrant and walkable mixed-use destination. The project builds upon Downtown's unique history and setting to develop a framework that provides for a diversity of housing choices, enhances economic vitality by providing for a wide range of commercial and entertainment options, and promotes pedestrian, bicycle, and transit accessibility. BAE prepared a background economic and market profile, a residential anti-displacement strategy, a downtown retail revitalization strategy, a financial feasibility analysis for desired uses, and a district wide infrastructure financing strategy.

Client
City of Vacaville

Services Provided
Residential and non-residential market analysis, Proforma financial feasibility testing and analysis, Residential Displacement Risk Assessment, Strategic Economic Development Analysis, Recommendations for strategic policies and actions, Public Finance and Capital Funding

Project Document Hyperlink
https://www.ci.vacaville.ca.us/home/showpublisheddocument/19597/637876992727430000

https://www.ci.vacaville.ca.us/home/showpublisheddocument/19461/637723035212570000

https://www.ci.vacaville.ca.us/home/showpublisheddocument/19469/637723035243970000

https://www.ci.vacaville.ca.us/home/showpublisheddocument/19473/637723035263670000

https://www.ci.vacaville.ca.us/home/showpublisheddocument/19483/637723035962030000

American Canyon Broadway District Specific Plan

American Canyon, California

BAE Urban Economics

BAE's primary role was to analyze economic opportunities within the diverse study area that follows SR29 as it cuts through the community's primary commercial area. BAE contributed to the PDA profile report that detailed existing conditions and anticipated growth trends within the Specific Plan Area and the City as a whole, by compiling and analyzing economic, demographic, and housing data. BAE built upon the PDA profile work by preparing a market considerations memo, which further articulated the opportunities for the Specific Plan to capture retail, office, residential, and lodging demand within the competitive local and regional markets by leveraging the location at the gateway to Napa County and providing opportunities for businesses and lodging establishments that might otherwise find it difficult to secure suitable and affordable locations elsewhere in the County. Similarly, BAE identified how housing in the corridor could be positioned to address workforce housing needs of Napa and Solano Counties within a community known for high quality of life, relative affordability, and accessibility to regional job centers. BAE supported the City's planning consultant in identifying development concepts for the corridor that would not only address market opportunities but provide benefits to the rest of the community by improving access to businesses and housing and improving mobility.

Client
City of American Canyon

Services Provided
Residential and non-residential market analysis, Proforma financial feasibility testing and analysis, Strategic Economic Development Analysis, Recommendations for strategic policies and actions

Cache Creek Parkway Plan Feasibility Analysis

Yolo County, Caliifornia

BAE Urban Economics

Yolo County retained BAE to conduct a financial feasibility analysis for the buildout and long-term maintenance of the Cache Creek Parkway Plan, a master plan for the reclamation of former aggregate mining sites for conversion to a networked system of regional open space and recreation amenities. BAE modeled several different scenarios for the Parkway development, ranging from limited visitor facilities to extensive visitor amenities and recreation facilities (inclusive of hiking, swimming, mountain biking, boating, camping, and other types of recreation). BAE developed a flexible long-term cash flow model that projected timing for capital improvement costs and also projected revenue flows to support capital expenditures and operations and maintenance costs. BAE provided the model to County staff to use as a tool to monitor and plan for Parkway implementation.

Client
Yolo County

Services Provided
Joint Powers Negotiation Support, Public Finance and Capital Funding

Project Document Hyperlink
https://www.yolocounty.org/home/showpublisheddocument/57296/636892924785430000

Bijou Area Erosion Control Project

South Lake Tahoe, California

Stantec

Cardno worked with the City to develop a storm water quality improvement and drainage control project for the City's Bijou area. The two main features of the project are the Bijou Meadow, one of the largest contiguous SEZs/USACE wetland in the Lake Tahoe Basin, and the Commercial Core. The meadow is a complex system containing both riparian and upland areas and is bordered by residential housing. The downstream portion of the meadow was converted to a golf course in the 1920s. The Commercial Core is a highly developed and concentrated area with little to no storm drainage and water quality treatment facilities located adjacent to Lake Tahoe.

Cardno provided all planning, alternatives development and evaluation, environmental documentation, public

coordination, Community Facilities District formulation, final design (e.g., full PS&E), permitting, public construction bidding, and construction support for the project.

Client City of South Lake Tahoe

Services Provided Storm water improvements, Roadway improvements, Revegetation/landscaping, Regulatory agency coordination and compliance, Utility coordination and relocation, Caltrans/FHWA funding, Public Outreach

Tahoe Valley Stormwater and Greenbelt Improvement Project

South Lake Tahoe, California

Stantec and Design Workshop

Cardno is working with the City of South Lake Tahoe to develop a recreational improvement, stormwater improvement, and flood control project. The preliminary recreational plans defined proposed pedestrian/bicycle trails, site amenities, and incorporation of natural stormwater facilities across public lands to enhance recreational opportunities and the creation of open space. Cardno used the preliminary design to develop a CEQA initial study/ mitigated ND that detailed the project's anticipated impact to resources and developed mitigation where necessary to protect resources from project impact. Cardno provided the City with resource impact analysis for air quality, greenhouse gases, and biological resources; TRPA special conservation area habitat; tribal, cultural, and historic resources;

hydrology; and water quality, among others. Cardno has also played an intricate part in the public scoping and review process to address public concerns and integrate these into project design. Through the CEQA process, Cardno consulted with local, state, and federal resource permitting agencies to ensure the project's design and implementation adhered to the requirements of CEQA and produced a document that is legally defensibly for the City.

Client City of South Lake Tahoe

Services Provided Class 1 Multi-use Trail, Site Surveying, Hydrologic/Hydraulic Analysis, Alternatives Development, Concept Design, Environmental Compliance, Engineering Design, Construction Documents

Al Tahoe Boulevard Safety and Mobility Project

South Lake Tahoe, California

Stantec

Cardno worked with the Department of Public Works on the concept planning, preliminary design, schematic design, environmental compliance review/documentation, property/ROW acquisition, design and PS&E development, construction documentation, and construction bidding for a class 1 multi-use trail along Al Tahoe Boulevard in South Lake Tahoe, California. The Project was a multi-phased project beginning with planning efforts associated with an On-Our-Way Grant that developed the South Tahoe Middle School Connectivity Plan, which defined the Project as a preferred project by the community. The project then received funding from Caltrans for an Active Transportation Program grant for the environmental, design and construction for the project, requiring all efforts to follow the Caltrans LAPM requirements. The Cardno team assisted the City in the grant application and administering/reporting

process along with the necessary LAPM documentation. The project provided environmental clearance (CEQA/NEPA/TRPA) and final designs for construction of a non-motorized, multi-use, accessible route connecting the South Tahoe Middle School to sidewalks and Class 1 bike facilities in the vicinity of the school. The Project included the development, in addition to the multi-use trail, of bus shelter pads, storm water drainage, ADA access/pedestrian landings and landscaping.

Client City of South Lake Tahoe

Services Provided Site Surveying, Hydrologic/Hydraulic Analysis, Alternatives Development, Concept Design, Environmental Compliance, Engineering Design, Construction Documents

South Tahoe Greenway, Phase 1a

South Lake Tahoe, California

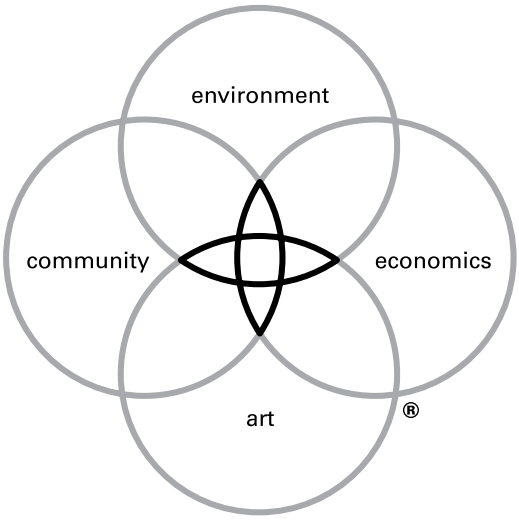
Stantec

Cardno worked with the State of California DGS and the California Tahoe Conservancy to develop the first phase of the South Tahoe Greenway. This approximately 7.5-mile multi-use, Class 1 bike trail from Myers to Stateline in South Lake Tahoe has been in the planning stages for over a decade and is part of a larger shared-use trail that is planned to provide the east-west backbone of the bicycle trail network in the core area of South Lake Tahoe. Phase 1a, the first portion of the South Tahoe Greenway Shared-use Trail, was designed by Cardno in 2014 and constructed in 2015. Cardno's initial task was to develop an overall 50% design from the planning-level conceptual design, which included alignment adjustments based on environmental document comments. Upon completion of the 50% design, which finalized alignment, Cardno accelerated the design process through field surveying, 75%, 90%, and final designs

to provide a complete construction-ready set of plans in approximately four months. Cardno's efforts concluded with construction oversight assistance throughout construction of the project. Cardno also provided planning, trail alignment, and permitting/land authorization assistance. In addition, Cardno assisted DGS with the construction bidding and oversight.

Client State of California, Department of General Services

Services Provided Site Surveying, Concept Design, Engineering Design, Construction Documents, Construction Bid Support, Construction Oversight Support



DW LEGACY DESIGN®

Legacy Design is the defining element of our practice. It is our commitment to an elevated level of design inquiry to arrive at the optimal solutions for clients. The process ensures that our projects reflect the critical issues facing the built environment and that they deliver measurable benefit to clients and communities. It is the foundation of the firm's workshop culture and guides all projects.

CITY OF SOUTH LAKE TAHOE

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of the _____day of _____ 2023 by and between the **City of South Lake Tahoe**, a municipal corporation ("City") and _____ ("Consultant").

RECITALS

A. Consultant is trained, experienced and competent to perform the services which will be required by this Agreement.

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services set forth in this agreement and shall provide said services at the time, place, and in the manner specified in this agreement. Consultant shall have no power or authority by this Agreement to bind City in any respect.

   The Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

   All services provided by Consultant pursuant to this Agreement will be provided in accordance with the terms set forth in the **Exhibit A, "Scope of Services,"** attached hereto and incorporated herein by reference. **Exhibit B, "Compensation Schedule,"** attached hereto and incorporated herein by reference, outlines the fees and compensation which shall be paid pursuant to this Agreement.

2. Term/Time of Performance. The services by Consultant are to commence upon the execution of the Agreement and continue for **16** months.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule set forth in **Exhibit B** which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation, including travel and out-of-pocket expenses, exceed **$598,697** without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment. Payment is contingent upon compliance with all terms and conditions of this Agreement, as set forth herein. Consultant shall obtain prior written authorization from the City Project Manager for any costs in excess of budgeted amounts for each line item, task, or obligation under the Scope of Services.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, the applicable hourly rate, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform extra work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, extra work without prior written authorization from City.

6. Termination. This Agreement may be terminated by City or Consultant immediately for cause or without cause upon thirty days (30) days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination, and City shall be entitled to all work performed to that date.

   Termination, revocation, or expiration of this Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

7. Ownership of Documents.
   All plans, studies, documents and other writings, including working notes and internal documents, prepared by and for Consultant, its officers, employees

and agents and subcontractors in the course of implementing this Agreement, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. All documents prepared by Consultant are confidential and shall be maintained to preserve their confidential nature. Release of any such documents to third parties shall only be made upon written consent of City. Any use by the City of work products prepared by the Consultant for other than their specific intended purpose and without the involvement of Consultant shall be at the sole risk of the City and without liability to Consultant.

8. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant for services provided pursuant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from records shall be available at Consultant's address indicated for the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, during regular business hours, upon 72 (seventy-two) hours advance written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to City for inspection at City offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or

termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained at City offices. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. All employees, agents, contractors or subcontractors hired or retained by Consultant are employees, agents, contractors or subcontractors of Consultant and not of the City.

City is not required to make any deductions or withholdings the compensation payable to Consultant under the provisions of this Contract, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel. Any third party persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant. Consultant hereby indemnifies and holds City harmless from claims that may be made against City based upon contentions by any third party that an employer-employee relationship exists by reason of this Contract.

10. Interest of Consultant. Consultant, (and principals, associates and professional employees of consultant) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. 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.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel

independent of the control and direction of City or of any City official, other than normal agreement monitoring; and,

b. Possesses no authority with respect to any city decision beyond rendition of information, advice, recommendation or counsel. [FPPC Reg. 18700(a)(2)].

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall comply with all applicable federal, state, regional and local laws, codes, ordinances and regulations in carrying out his/her duties under this Agreement. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

    In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by law.

13. Licenses. Consultant represents to City that it has all licenses, permits, qualifications, insurance and approvals which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of South Lake Tahoe business license at all times services are performed under this Agreement. Consultant acknowledges that payments made pursuant to this Agreement may be withheld until this provision has been satisfied.

14. Indemnity. Consultant hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Agreement or caused in any way by Consultant's negligent performance of this Agreement or its breach of its obligations contained in this Agreement, except for any such claims arising out of the negligence or willful misconduct of the City. Consultant agrees to defend City from and against any and all losses, damages, claims costs and fees arising out Consultant's negligent acts, errors, omissions, regarding this Agreement, the Consultant's work under this Agreement, or the consultant's Scope of Work.

City does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Consultant, of any of the insurance policies hereinafter set forth.

This hold harmless agreement by Consultant shall apply to all damages and claims for damages, or alleged to have been suffered, by reason of any of the aforesaid operation of Consultant or any subcontractor, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant further waives any and all rights to any type of express or implied indemnity or right of contribution from the City for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Agreement, and consultant's work under this Agreement.

15. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in

accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such . Consultant shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. Commercial General Liability Coverage. Consultant shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of City. City of South Lake Tahoe must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of Consultant. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual

aggregate basis, or a combined single-limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under Consultant's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring Consultant.

iv. The insurer waives all rights of subrogation against City except for Consultant's Professional Liability and Employers' Liability policies, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. No policies of insurance carried by Consultant shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) days written notice to the City Attorney by Certified Mail.

c. Deductibles and Self-Insured Retentions. The Consultant shall be responsible for all deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the City Attorney.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Consultant shall not commence work under this contract until all insurance required under this section has been approved by City as to form, amount and carrier, nor shall Consultant allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of South Lake Tahoe
1901 Lisa Maloff Way
South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
City of South Lake Tahoe
1901 Lisa Maloff Way, Suite 300
South Lake Tahoe, CA 96150

If to Consultant: Steve Noll
Design Workshop, Inc.
PO Box 5666
Stateline, NV 89449

17. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of City. Consultant shall not

subcontract any portion of the work to be performed under this Agreement without the written authorization of City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in the Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

18. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

19. Dispute Resolution. Any dispute concerning this Agreement will be first submitted to the City Manager or his designee for resolution. If no resolution is reached, such dispute shall be submitted to the City Council. The decision of the City Council shall be final and shall be appealable only to the El Dorado Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

20. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.

21. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any Consultant or person, other than the independent contractors hired in accordance with Consultant's standard business practice, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any Consultant or person, other than a bona fide employee working solely for Consultant or an independent contractor hired as discussed above, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or

termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

23. Drug-Free Workplace Certification. By signing this Agreement, Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and will provide a drug-free work place by taking the following actions:

    a. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).

    b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

        i. The dangers of drug abuse in the workplace;
        ii. The person's or organization's policy of maintaining a drug-free workplace;
        iii. Any available counseling, rehabilitation and employee assistance program; and
        iv. Penalties that may be imposed upon employees for drug abuse violations.

    c. Provide, as required by Government Code Section 8355(c), that every employee who performs grant activities under this Agreement:

        i. Will receive a copy of the Consultant's drug-free policy statement; and
        ii. Will agree to abide by the terms of the Consultant's statement as a condition of employment on this Agreement.

    Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement, or both, and Consultant may be ineligible for award of any future City agreements if City determines that any of the following has occurred: the Consultant (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

24. Anti-Lobbying Certification. Consultant shall submit to City the Anti-Lobbying Certification contained in **Exhibit C**. Further, Consultant shall require that the language of the certification in **Exhibit C** be included in all contracts or

subcontracts entered into in connection with this Agreement and that all Consultants and contractors shall certify and disclose accordingly.

25. Debarment, Suspension, Ineligibility and Voluntary Exclusion. By signing this Agreement, Consultant assures that neither it nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

26. Americans with Disabilities Act. By signing this Agreement, Consultant assures the City that it complies with the American with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et. seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA.

27. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

28. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

31. Time is of the Essence. Time is of the essence for this Agreement.

32. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF SOUTH LAKE TAHOE:

By_____

Cristi Creegan, Mayor

Date _____

CONSULTANT:

By _____

Steve Noll, Principal-in-Charge

Date _____

Business License # _____

APPROVED AS TO FORM:

By_____

Heather Stroud, City Attorney

Date _____

ATTEST:

By_____

Susan Blankenship, City Clerk

Date _____

Attachments:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C - Anti-Lobbying Certification

EXHIBIT A

SCOPE OF SERVICES

Work Plan and Deliverables

Based our understanding of the Request for Proposal (RFP), the following narrative describes a list of services anticipated for Design Workshop Team to complete the City of South Lake Tahoe Mid-Town Area Plan. The scope of work follows the process outlined in the RFP with some modifications. We look forward to working with City staff to refine the scope of work to achieve the best project results while leveraging existing information and planning efforts to deliver a high-quality area plan for Mid-Town.

While the following scope is organized in a linear manner, many of the tasks may proceed concurrently. The project will be organized into six task phases:

- Task 1- Project Management
- Task 2-Existing Conditions
- Task 3- Community Engagement
- Task 4- Draft Recommendations
- Task 5- Environmental Assessment
- Task 6- Final Plan

TASK 1: PROJECT MANAGEMENT

This task includes the initial kick-off meeting and the various internal meetings with City and staff. Public outreach tasks are detailed under Task 3, yet as part of the initial kick-off meeting, we discuss the Community Engagement and Communications Plan. This includes the following sub-tasks.

Task 1.1 Strategic Kick Off

We will begin with a Strategic Kick Off (SKO) workshop with the consultant team and key City staff to review and refine the scope of work and schedule, roles and responsibilities, define critical success factors, discuss community engagement goals, data needs requests, and other factors of project success. It will lay the foundation for an inclusive process and identify clear communications and community engagement opportunities.

Deliverables

1. *In person Kick-off, Agendas, Presentations and Summary*
2. *Project Management Plan (PMP) including detailed work plan, project schedules and deliverables, assignments, roles and responsibilities, project critical success factors and engagement goals*

Task 1.2 Data Collection and Base Maps

To prepare for the in-person site visit and SKO, DW will prepare presentations, base maps, and facilitation materials to convey our initial ideas and engage in discussion. We will gather and assemble existing available mapping data of the planning area including City LIDAR mapping and previous base maps developed for previous projects in the planning area and develop a planning area base map for use in all planning efforts for the Mid-Town Area Plan. The bulk of the existing mapping utilized for the base map will be City LIDAR mapping. We will incorporate newer topographic surveys and mapping available from projects that have been completed and will be condensed into one mapping file and all overlaps are trimmed and "stitched" together to form a single cohesive map, Stantec will simplify planimetric map data to display only information relevant the planning effort. In the event the City has this

information readily available we can reduce our efforts in bas mapping.

Deliverables

1. *One (1) base map using AutoCAD or GIS.*

Task 1.3 Consultant Team and City Site Walk

Following the SKO the meeting we will conduct consultant team and city staff site visit and walking tour to get to know the project area including current successes of the previous plan efforts, areas of opportunities and areas of concern. Stantec will visit the planning area on foot to "ground truth" all mapping information. Discrepancies and mapped and physical conditions will be updated.

Deliverables

1. *One day consultant team site visit*
2. *Site Observations and Inventory Assessment*

Task 1.4 Project Management Plans, biweekly Meetings and Reporting

Every phase will involve project management from Design Workshop's Principal-in-Charge and the project manager. A Project Management Plan (PMP) is an essential tool for successful project planning will serve as the team roadmap and will chart roles and responsibilities, schedule of milestones and deliverables, and tools to ensure team members stay on track. To facilitate efficient communication, we are anticipating time for biweekly virtual progress meetings with the Client project manager. The specific schedule will be determined at the SKO described in Task 1.1.

Deliverables

1. *Biweekly (every other week) calls with the Project Team, including meeting agendas, notes with action items (up to 24 one-hour Calls)*
2. *Percentage complete project report by task and monthly invoices (12 Total)*

TASK 2: EXISTING CONDITIONS REPORT

This task includes research to better understand previous work and documents provided by the City, review and analyze current conditions and prepare a report summarizing existing conditions, issues and opportunities. This includes the following sub-tasks.

Task 2.1 Past Plan Review

Using directives and outcomes from the SKO, we will conduct a review of previous reports, studies, historic plan area document and other plans to understand the history and the depth of work completed to date in the city and project area. This will include but not limited to the City General Plan, 56-Acre Plans, LTCC Campus Master Plan, previous planning for Harrison Avenue, Bijou Park, South Shore Vision Plan, parking preference white paper, transportation planning documents including bicycle/pedestrian plans, transit plans, Caltrans improvement plans and the Regional Transportation Plan. This will also include a detailed review of Chapter 13 of the TRPA Code of Ordinances and the requirements of a Specific Plan.

Deliverables

1. *Existing Plan Review Summary Memo, including Identification of policies implemented and what remains to be completed from the previous Community Plan (review of up to 12 plans)*
2. *Memo reviewing existing Code and Guidelines, including identification of potential changes.*

Task 2.3 Land Use Analysis

We will complete an analysis of the project area to establish a baseline of understanding and identify opportunities for the Mid-Town area Plan. Areas to be analyzed include but are not limited to the context of the area, current zoning and future land use, land capability assessment, coverage, ownership, open space, scenic assets and infrastructure. Our findings will be incorporated into a memo which will include contextual community relationships including the relationship of Mid-Town to other areas of SLT, a mapping inventory to include commercial and retail uses; parks, trails and open spaces and natural areas and existing community infrastructure including sewer, water and water quality facilities.

Deliverables

1. *Land Use Assessment in Microsoft Word format*
2. *Map Atlas with up to (12) maps*

Task 2.3 Background Demographics and Market Trends Assessment

BAE will prepare a background demographics and market trend assessment areas to be analyzed population and households, residential and non-residential markets trends and potential displacement risks, travel patterns and economic drivers, project growth. BAE will identify potential market opportunities and constraints to desired forms of development within the Plan Area, including both housing and commercial uses, particularly along priority commercial corridors, such as the Sierra Boulevard/Harrison/Safeway area. BAE will coordinate with City staff to identify key uses of interest, such as affordable and workforce housing, student housing, and desirable employment generating uses that will inform scenarios and opportunity sites in Task 4.

Deliverables

1. *Community Profile and Trends Memo in Microsoft Word format*
2. *Market Understanding and Feasibility Assessment Memo in Microsoft Word format*

Task 2.4 Public/Quasi-Public Facilities and Services Assessment

Utilizing the base map developed previously Stantec will incorporate the City's Stormdrain Infrastructure Map and LIDAR topography to present a solid visual depiction of the existing hydrology of the planning area and the hydrologic facilities that have been constructed to date to treat stormwater runoff. Stantec will obtain existing watershed and sub-watershed mapping and where necessary will develop new watershed and sub-watershed mapping and overlay this data on the base map and drainage infrastructure map to identify areas within the planning area where stormwater quality projects have been completed and where future planned and potentially unplanned stormwater quality projects are still needed. Stantec will reference the TRPA EID project list and previous studies and Plan Area Statements, and projects completed within the planning area to identify and prioritize areas where future stormwater quality improvements and projects are needed. Stantec will provide summary mapping and descriptions of other utility infrastructure and roadway and transportation conditions assessments. Stantec will consult with utility companies with infrastructure within the planning area and provide mapping and summary descriptions of the conditions of utility infrastructure.

Deliverables

1. *Public and Quasi-Public Facilities and Services Assessment Memo in Microsoft Word format*

Task 2.5 Transportation Assessment

LSC will prepare a summary of existing mobility conditions. This will include summary of existing available bicycle/pedestrian counts and transit ridership counts in the area. As traffics counts more recent than 2017 are not available, new summer traffic counts will be conducted at the following key study area intersections:

- US 50 / Johnson Blvd
- US 50 / Tallac Avenue
- US 50 / Lyons Avenue
- US 50 / Al Tahoe Blvd
- US 50 / Sierra Blvd

These counts will be adjusted using Caltrans roadway count data to reflect

busy summer design period conditions. Existing Level Of Service (LOS) will then be evaluated for the following key intersections for summer at these intersections. As summer volumes exceed winter volumes, LOS analysis will be limited to summer only.

Caltrans count data will be reviewed to define trends in traffic volumes, as well as to characterize seasonal traffic patterns. In addition, a Circulation and Connectivity section will be prepared for including in the overall Existing Conditions

Deliverables

1. *Transportation, Circulation and Connectivity Memo in Microsoft Word format*

Task 2.6 Environmental Site Conditions

Ascent will prepare a memorandum summarizing environmental site conditions within the plan area that will inform preparation of the existing conditions report, area plan development and environmental review. Environmental site conditions will be determined through a review of readily available literature and GIS data, aerial mapping, information gathered from past projects within the plan area, and a site visit. The memorandum will identify noteworthy environmental conditions, constraints, and potential opportunities to resolve environmental issues within the plan area.

Deliverables

1. *Draft and final memorandum describing environmental site conditions.*
2. *Draft and final memorandum of cultural resources.*

Task 2.7 Existing Conditions, Issues, Opportunities Summary

Using directives and outcomes from a review of all existing conditions memos, we will summarize the above tasks and align with community and stakeholder feedback to develop an Existing Conditions Summary to establish a baseline and identify opportunities going forward. We will create analysis maps to understand the potential opportunities and constraints within the project area. Our understanding will be incorporated into a report which will include analysis, mapping and summary narrative and of issues and opportunities.

Deliverables

1. *Existing Conditions Summary including opportunities and constraints relevant to future development of the area plan.*
2. *Map book including up to 12 Maps including land use patterns, transit and circulation, streetscape, parks and urban spaces, vacant or underutilized lands, infrastructure and facilities, transportation and connectivity.*
3. *One (1) revision cycle of the draft document*

TASK 3: PUBLIC AND STAKEHOLDER ENGAGEMENT DW

The Design Team will use a combination of public engagement events to allow for broad participation and allow for both in person and virtual engagement opportunities. We propose a series of community engagement windows, designed with different ways to connect with people, through meeting people on-site to

community workshops. In preparation for the events, we will work with City staff to determine the methods and make the necessary arrangements to accommodate special physical or language translation needs that may include, but is not limited to, Spanish and/or sign language interpreters and visual or auditory accommodations. This includes the following sub-tasks.

Task 3.1 Community Engagement and Communications Plan (CECP)

We will work with City staff to develop a Community Engagement and Communication Plan document that includes identifying stakeholders, contact information, engagement timelines, information distribution methods, and responsibilities of staff and the consultant team. We will work with you at the SKO to determine outreach goals, engagement tools

and methods that will serve the unique needs of your community and determine benchmarks to ensure that efforts are meeting the needs of the project.

Design Workshop will be responsible for all meeting preparation, public noticing and outreach, and necessary presentations for use on the city website. We will work with City staff to develop specific communication/ marketing tactics to drive meeting attendance and public participation. We will help develop the content for press releases for submittal to local media with carefully crafted messages, including proposed quotations to be attributed to key staff and officials. We have found projects to be most successful where the city serves as the primary contact for the press and communications.

Project websites are an important tool for facilitating public engagement and will help to build momentum for the planning process. We anticipate providing content for the city to link to the current website and social media channels. In addition we could utilize ARC GIS story maps to craft a story of the project, from existing conditions to scenarios to a draft plan.

Deliverables

1. *Community Engagement and Communication Plan, draft and final formats provided in MS Word and PDF format*
2. *Associated communication materials including content for City's project website including Project website Information (for the City to incorporate into a project website within the City's domain) and Presentation materials including PowerPoint presentations, maps, illustrations.*
3. *Meeting notices and project fact sheets and flyers (up to 3 per engagement window) (formatted for print and for digital distribution)*
4. *Project website Information (for the City to incorporate into a project website within the City's domain)*

Task 3.2 Technical Advisory Group (TAG).

It is important that the process be informed by the key stakeholders to serve as an Advisory Committee. We will host a total of four meetings throughout the project with influential partners identified by project leadership. We anticipate being involved in Technical Advisory Group meeting to guide the project progress and provide key input. We would anticipate this group to include 8-12 members which may include stakeholders and government agencies including the City, County, TRPA and the Parks and Recreation Commission. These meetings would be facilitated by Design Workshop with support from city staff. Anticipated Meetings area as follows:

1. Project Kick Off
2. Existing Conditions Summary and Feedback
3. Recommendations Summary and Feedback
4. Draft Document Review and Comments

Deliverables

1. *Draft emails and Agendas, Meeting Materials and Activities, Presentations and Summary Notes*

Task 3.3 Bijou Park Community Advisory Group (CAG)

We understand a key component of this project will explore Bijou Park, the golf course and LTCC to address events, parking and best uses in balance with open space and natural stream environment zones. We proposed a

Community Advisory Group which we anticipate this group to include the CSLT Parks and Recreation Commission, LTCC, CSLT School District, Golf Course representative and other with influential partners identified by project leadership. We will host a total of three meetings be facilitated by Design Workshop with support from city staff. Anticipated Meetings area as follows:

1. Issues and Opportunities work session
2. Design Concept work session
3. Draft Concept for plan review work session

Task 3.4 Stakeholder Listening Sessions

To supplement broad community engagement, we will work with staff to develop a list of stakeholders and schedule focus group meetings early in the planning process to gather their thoughts on the areas' opportunities and challenges. We will host Total of 12 topical conversations with influential partners identified by at the SKO and outlined in the CECP. This input will lay the groundwork for understanding priorities and trade-offs for the project area. Interviews may also be incorporated into other public participation events to better engage the stakeholder group.

Deliverables:

1. *Up to 12 in person or virtual meetings*
2. *Meeting planning and Facilitation work sheet*
3. *One (1) meeting to discuss roundtable results (virtual)*
4. *Multicultural Focus Group: A focus group meeting with the Multicultural Committee and, if needed a Spanish-speaking translator.*

Task 3.5 Community Engagement Window #1: Community Understanding

The first phase of engagement is intended to capture and reflect the needs and priorities of the community through stakeholder conversations and pop up events. We want to learn the about the stories for today and hopes of the future within the Mid-Town Area. The purpose is to capture and reflect the needs and priorities of all residents and ultimately, demonstrate to the community that their stories, concerns and hopes and will drive the formation and various elements they feel are important to a long-term vision for Mid-Town. We will use tools to build community dialogue such as:

Community Survey or Virtual Map

Using online platforms such as online surveys or virtual mapping tools such as social pinpoint, we aim to broadly engage the community to gain insight into priorities and needs to the community at large, and target potential opportunities for the Mid-Town Area. We would provide a business card with a QR code to access surveys and mapping activities that could be shared broadly throughout the community. Design Workshop has capacity to provide Spanish translation for virtual tools.

Public Workshop (2)

The first series of workshops will capture and reflect the vision and values of residents. We recommend having a short session focused on FAQs and an activity, allowing the majority of input to be collected with an online survey tool, interactive map, downloadable youth engagement materials, and other resources.

Pop-Up Event

Based on the information gathered to date, we will hold an initial community pop up event within the project area. We will work with the City to determine the best location and we will provide a Toolkit including business cards, informational posters, stencil sidewalks, presentation boards, talking points or questionnaires, comment/idea walls and/or other light touch engagement tactics. Design Workshop will prepare all materials and will coordinate with staff to organize locations. These pop-up materials would be integrated into the open houses.

Deliverables:

1. *Community Engagement Materials Engagement Planning Worksheets, Draft and Final Engagement Materials, Engagement Summary #1*
2. *Materials including popup Activities and toolkits, Questionnaires or Visual Surveys*
3. *One (1) day of in person engagement.*
4. *Translation of Engagement Materials: Translation of all materials including flyers, posters, presentations and handouts during engagement events.*
5. *Staff Time for Additional Events: Two additional days of pop-up facilitation with two Design Workshop Staff.*
6. *In-person Translation Services: One native Spanish speaker at in-person community meetings and up to two po-pup events.*
7. *Targeted pop-up Events with Spanish Speaking Community: Two additional meetings which could include Cafecitos meetings, meetings at Grace Hall of St. Theresa's Church, Hispanic markets, and/or other cultural events or locations as determined at the SKO and written into the Community Engagement Plan.*
8. *Targeted Youth Engagement: Two additional meetings which could include locations at the Boys and Girls Club, Recreation Center and/or Bijou Park other cultural events or locations as determined at the SKO and written into the Community Engagement Plan.*
9. *Additional Virtual Meeting: On a per meeting basis.*

Task 3.6 Community Engagement Window #2: Draft Plan Refinement

During this phase, we will present draft plan concepts for review and comment from the community including the project vision, guiding principles, and goals thorough key opportunities for addressing challenges in the Mid-Town Area Plan. Engagement will focus on prioritization exercises, but to also demonstrate how community input was incorporated into the draft content and to gauge reaction to plan ideas. Ideas will be shared at an in person open house and be available virtually on the city website. We will use tools to gather feedback such as:

Open House (2)

At the end of each day of the design charette, we will conduct an open house to present the ideas generated and use facilitation tools to build community dialogue. We will present the future vision, themes and goals of the plan, as well as to demonstrate how input from the community understanding made its way into the content. This may include presentations, dot exercises, discussion questions and will be made available in person and/or on the project website for those unable to attend the event at its scheduled date/time.

Pop Up Event

We propose utilizing the success of local events such as Ski run farmers market, concerts at Lakeview Commons, Event at Bijou Park and the Bike Park, and events at LTCC to gather feedback and raise awareness of the project. We propose that these stations be staffed to enable community members to ask questions about the project. Design Workshop would provide a Toolkit including business cards, informational posters, stencil sidewalks, presentation boards, talking

points or questionnaires, comment/ idea walls and other light touch engagement tactics. Design Workshop will prepare all materials and staff will lead the effort to obtain and staff booth spaces.

GIS Storymaps

A StoryMap can be updated throughout the project to ensure updated content and engagement opportunities. By providing the opportunity for the public to access quick surveys, we can ensure we hear from the entire community and keep them engaged throughout the process

Deliverables:

1. *Community Engagement Materials Engagement Planning Worksheets, Draft and Final Engagement Materials, Engagement Summary #2.*
2. *Materials including popup Activities and toolkits, Questionnaires or Visual Surveys*
3. *One (1) day of in person engagement.*
4. *Translation of Engagement Materials: Translation of all materials including flyers, posters, presentations and handouts during engagement events.*
5. *Staff Time for Additional Events: Two additional days of pop up facilitation with two Design Workshop Staff.*
6. *In-person Translation Services: One native Spanish speaker at in person community meetings and up to two pop-up events.*

7. *Targeted pop-up Events with Spanish Speaking Community: Two additional meetings which could include Cafecitos meetings, meetings at Grace Hall of St. Theresa's Church, Hispanic markets, and/or other cultural events or locations as determined at the SKO and written into the Community Engagement Plan.*
8. *Targeted Youth Engagement: Two additional meetings which could include locations at the Boys and Girls Club, Recreation Center and/or Bijou Park other cultural events or locations as determined at the SKO and written into the Community Engagement Plan.*
9. *Additional Virtual Meetings: On a per meeting basis.*

Task 3.7 Community Engagement Window #3: Public Plan Review

We will conduct a final virtual community presentation to showcase the final plan and demonstrate how community input was incorporated into the final content. We will create a community presentation to showcase the final concept plan, community benefits and demonstrate how community input was incorporated into the final content. We will create up to posters of the final plan and highlights for the city to share throughout the community. The primary purpose of this community engagement is to inform and educate the community on the outcomes of the Community Plan and to build momentum for supporting Plan adoption.

Deliverables:

1. *Presentation of Final Plan Concepts*
2. *Posters with QR code to online plan*

Task 3.8 Advisory Board Work Sessions

Throughout the process, we anticipate updates to the City Council, Planning Commission. Three (3) joint work session meetings have been included in the schedule at the completion of each phase of work to ensure the project is progressing appropriately and they have an opportunity to provide key direction. Should additional meetings be required, Design Workshop will prepare a presentation

and talking points for the City project manager to lead additional meetings with other local boards such as the TRPA, CTC, Parks Board to update on project progress. Anticipated meetings area as follows:

- Key Understanding: Existing Conditions
- Key Opportunities: Draft Framework Concepts, Opportunities and Recommendations
- Final Document (95%)

Deliverables

1. *Meeting attendance and Presentation at a total of (3) Joint work session Meetings*

TASK 4: DRAFT AREA PLAN

This task includes the steps for developing the land use vision, goals, policies, implementation strategies, zoning standards, development/ design standards based on information gathered from Tasks 2 and 3 and the documentation of the Master Plan itself. We will review the content developed as part of the tasks below with City and County staff, stakeholders and the public. This includes the following sub-tasks.

Task 4.1 Initial Plan Vision and Goals

Community input and analysis efforts completed in Task 2 and feedback from the community in Task 3 will inform the development of initial plan vision, guiding principles and possible goals for each of the area plan elements which may include but not limited to land use and community design, housing, economic development, transportation and circulation, natural and cultural resources, recreation and public/quasi-public facilities and services. We will also include how the Area Plan will incorporate all the required elements of Chapter 13 of the TRPA Code of Ordinances and the requirements of a Specific Plan. Our team will provide an initial table of contents and a document template to City staff for approval.

Deliverables

1. *One (1) virtual discussion of initial plan vision and draft goals*
2. *Draft Table of Contents in Microsoft Word*
3. *Writing style guide and sample document with graphic design for approval*

Task 4.2 Framework Scenario Analysis

With a clear understanding of the community and stakeholder objectives we will develop up to three (3) conceptual framework alternatives and recommendations to meet plan vision, guiding principles and goals. These are high level bubble diagrams to describe different scenarios for the future of Mid-Town using variables centered around topics such as mobility, open space, housing, economic development and fiscal impacts. This will be visualized in a series of concept maps to outline potential future conditions, a narrative of potential outcomes, metrics and themes as well as preliminary opportunity area identification.

Deliverables

1. *Three Conceptual Framework Maps and narrative with high level feasibility and trade-offs for each alternative, potential outcomes narrative and graphics outlining scenario themes in relations to the established guiding principles and goals.*
2. *Selection criteria for up to 3 opportunity sites based on plan goals.*

Task 4.3 Development Scenarios Charette (Two-day In Person Community Workshop)

A two-day work session with Design Workshop Team and City Staff will explore the alternative scenarios and potential trade-offs for the Mid-Town. Throughout the day we will invite targeted stakeholders to the conversation in stakeholder sessions to gather feedback on the progress of the concepts followed by a communitywide open house to share ideas with the broad community.

To achieve and test the plan vision and goals, we will work with the City to

identify up to three opportunity sites to inspire investment and revitalization in the Mid-Town area. This could include key redevelopment opportunity sites for infill development and housing and would be determined based on criteria as determined by the plan goals. Potential opportunity sites could include mixed use development and housing at key intersections along Highway 50, design and programming at Bijou Park, exploration of the golf course and/or other sites as determined with stakeholders and city input. We will develop conceptualized site program based on our understanding of the code and development proformas to identify potential setbacks and incentivize future opportunities with consideration to code and policy, related transportation and infrastructure impacts in the area. It is anticipated that the City will support on logistics and coordination and our team will lead design and facilitation.

Deliverables

1. *Charette planning worksheets, attendance at two-day charette and community open house.*
2. *Refined site concepts for up to three opportunity areas and development analysis.*
3. *Charette summary and summary memo.*

Task 4.4 Design Standards Recommendations Memo

Based on feedback from the City, stakeholders and community and the charette and open house, we will refine a final preferred approach for the future of the Mid-Town Area Plan. This plan will include illustrative rendering(s) and a series of maps including preferred land use concept, open space concepts, preferred circulation concepts and preferred infrastructure concepts. We will explore a district approach for the area which could include design and character for massing, scale and form for how future growth could be accommodated.

We will address zoning standards, development/design standards, and all applicable figures and graphic. These will be supported with narrative texts and land use charts and character guidelines to guide the community and future development in understanding the desired future for the area.
This memo, in addition the existing conditions summary and plan vision and goals will be the foundation of the draft plan.

Deliverables

1. *Recommendations and Strategies Memorandum in Microsoft Word.*
2. *Illustrative plan of preferred site concept and supporting diagrams, maps and illustrations.*

Task 4.5 Draft Document

Based on all feedback to date and staff input, Design Workshop and our consultant team will develop a 70% draft of the Mid Town Area Plan which will compile all relevant data from existing conditions summary, community engagement summary, plan themes and recommendations memos. We anticipate one Administrative Draft which staff will review and collate all comments. Upon receipt of one set of consolidated, non-conflicting comments, Design Workshop will review the comments with City staff and develop an approach to address the comments and prepare the Public Draft document. We anticipate the following will be included:

- Introduction
- Current Conditions
- Land Use and Housing

- Economic Development
- Transportation, Alternative Parking Strategies, Areawide Coverage Management System
- Recreation, Conservation and Open Space
- Public Service and Facilities and Infrastructure
- Development/Design Standards & Substitute Standards
- Infrastructure Policy
- Implementation Strategies

Deliverables

1. *One (1) digital copy of Draft Mid-Town Community Plan (Admin Draft and Public Draft) document (70% complete) in pdf format*
2. *One (1) revision cycle of the draft document*

4.6 Implementation Strategy

Based on the implementation priorities, we will identify a range of potential funding sources for public improvements identified in the plan. In coordination with the client, we will create a listing of public improvements, grouped by type of improvement (e.g., utilities, roads/complete streets, public facilities) and prepare a funding sources matrix that identifies one or more potential funding sources for each category of improvements. This will define immediate, midterm, and long-range goals and implementation strategies, including recommendations for the how the city may incentivize development, attract employers and/or residents, and position the area for additional growth and positive momentum.

Deliverables

1. *Memo of financing and implementation strategy to the prime contractor in draft form, in Microsoft Word format.*
2. *Implementation matrix for projects, including theme impacts, resource availability and suggested timelines.*

TASK 5: PROGRAMMATIC ENVIRONMENTAL IMPACT ANALYSIS

A programmatic Initial Study (IS) is envisioned to be the appropriate environmental document for evaluation of the master plan pursuant to CEQA and compliance with the TRPA Code of Ordinances and Rules of Procedures. Our approach would integrate master planning and environmental review by considering environmental constraints early in the planning process and incorporating appropriate environmental protection measures and enhancements into the master plan to create a self-mitigating plan, to the extent feasible. This includes the following sub-tasks.

Task 5.1 Administrative Draft IS/MND and IEC

Ascent will prepare an Administrative Draft IS/MND and IEC for City and TRPA review. The format and content of the document will be in compliance with CEQA and the State CEQA Guidelines, as well as the TRPA Compact, Code and Rules of Procedure. Ascent anticipates completing the environmental checklist with explanations and analysis for each response, including “No Impact” responses. The level of analysis and degree of impact will vary depending upon the environmental topic but will be sufficient to provide the substantial evidence to support the conclusions, consistent with CEQA and TRPA requirements. The Draft IS/MND

and IEC will consist of the following chapters:

- Introduction
- Project Description
- Environmental Checklist (including both CEQA and TRPA checklists combined by technical resource area, and cumulative effects)
- References
- Report Preparers

Deliverables

1. *Administrative Draft IS/MND and IEC*
2. *Draft and final AB 52 consultation letters and consultation support*

Task 5.2 Screencheck Draft and Public IS/MND and IEC

Ascent will address one consolidated set of comments from the City and TRPA on the Administrative Draft IS/MND and IEC and produce a Screencheck Draft IS/MND and IEC for final review by the City and TRPA. Upon receipt of final comments, Ascent will address comments and produce an IS/MND and IEC for public distribution. LSC Transportation will also review the EIR/EIS circulation impact analysis. Ascent will provide the City and TRPA with an electronic copy of contributions to the Administrative Record for the project, i.e., electronic files of any cited information in the document.

Deliverables

1. *Screencheck Draft IS/MND and IEC*
2. *Public IS/MND and IEC*
3. *References cited*

Task 5.3 Environmental Notices and Public Review

Our team will prepare a Notice of Completion (NOC) and submit the IS/MND and IEC electronically to the Office of Planning and Research (OPR), State Clearinghouse (SCH) consistent with OPR's guidance for the submittal of environmental documents. We will also prepare a Notice of Intent to adopt the MND (NOI) for distribution to organization and individuals who have previously requested such notice in writing, and to responsible and trustee agencies, and the County clerk of El Dorado County. A link to the location where the document is posted will be sent to the Nevada State Clearinghouse. It is assumed that City staff will be responsible for printing and distributing additional public review copies of the documents and notices, and payment of applicable filing fees, including the California Department of Fish and Wildlife filing fee. We will also prepare and publish an NOI in the Tahoe Tribune.

Deliverables

1. *Draft and final Notice of Completion*
2. *Draft and final Notice of Intent*

Task 5.4 Final IS/MND and IEC, Mitigation Monitoring and Reporting Plan, and Notice of Determination

Upon conclusion of the public review period, Ascent will prepare a Final IS/MND and IEC, which will consist of written responses to comments received on the Draft IS/MND and IEC and a Mitigation Monitoring and Reporting Plan (MMRP). While written responses are not required for an MND—the State CEQA Guidelines require that lead agencies consider public comments on a proposed MND—we recommend written responses as evidence that comments on environmental issues are sufficiently considered and addressed. All public comments will be reviewed, organized into an attachment to the IS/MND and IEC, and responses will be provided in

the Final IS/MND and IEC. The MMRP will identify the required mitigation measures, responsible party, timing of compliance and monitoring activities, and mechanism for monitoring or reporting. The Final IS/MND and IEC will include the following elements:

1. revisions to the IS/MND and IEC text, as necessary.
2. list of individual and agencies commenting on the IS/MND and IEC;
3. copies of comment letters received on the IS/MND and IEC;
4. written response to comments received during the public review period; and
5. the MMRP.

Deliverables

1. *Administrative Draft Final IS/MND and IEC & MMRC*

TASK 6: PREPARE FINAL AREA PLAN

This task includes the steps for developing the final plan and documentation of the Mid-Town Area Plan for approval and adoption. This includes the following sub-tasks.

Task 6.1 Final Plan

After receiving final comments from the community, stakeholders and City Staff, we will complete the final Mid Town Area Plan.

Deliverables

1. *100% Mid-Town Area Plan in pdf format and InDesign format; text can be provided in a separate Word document.*
2. *One (1) digital copy of Final Plan document and appendices for adoption*
3. *One (1) pdf of all maps included in the final plan*
4. *One digital version of GIS shape files used to prepare maps*

Task 6.2 Plan Adoption

Our team, along with City, will complete the final plan document and IS/MND and MMRP for adoption. Design Workshop will work with staff to prepare an updated presentation to be used for the adoption hearings. After adoption, Ascent we will prepare a Notice of Determination (NOD) and file it with the County clerk of El Dorado County and with OPR-SCH. It is assumed that the City would be responsible for paying the required California Department of Fish and Wildlife (CDFW) fee at the time of filing the NOD.

Deliverables

1. *One (1) memo and presentation*
2. *One (1) adoption meeting each with Planning Commission and City Council*
3. *Final IS/MND and IEC & MMRP*

EXHIBIT B

SCHEDULE OF CHARGES AND TIMELINE

BUDGET

Estimated fees	**$598,697**
(travel is included in the TOTAL (not to exceed amount)	
TOTAL (not to exceed)	**$598,697**

TIMELINE

This contract shall expire 16 months after the date of execution.

Midtown Area Plan
Fee Estimate - Additional Services March 2023

TASK	DESCRIPTION	Task Amounts
Task 1	**Project Coordination & Management**	
1.1	Strategic Kick Off Meeting	$ 11,590
1.2	Data Collection and Basemaps	$ 4,558
1.2	Site Visit	$ 19,464
1.3	Project Management	$ 22,900
	Subtotal Fee	**$ 58,512**
Task 2	**Existing Conditions**	
2.1	Past Plan Review	$ 6,100
2.2	Land Use Analysis	$ 17,704
2.3	Demographics and Market Trends	$ 2,320
2.4	Public Facilities and Services Assessment	$ 15,700
2.5	Transportation Assessment	$ 12,100
2.6	Environmental Site Conditions	$ 30,210
2.7	Draft Existing Conditions, Issues, Opportunities Summary	$ 19,516
	Subtotal Fee	**$ 103,650**
Task 3	**Public Outreach & Engagement**	
3.1	Public Engagement Plan	$ 4,430
3.2	Technical Advisory Group	$ 13,160
3.3	Bijou Park Community Advisory Group	$ 5,860
3.4	Listening Sessions	$ 9,940
3.5	Engagement Window 1	$ 12,360
3.6	Engagement Window 2	$ 12,360
3,7	Engagement Window 3	$ 11,080
3.8	Advisory Board Meetings	$ 5,360
	Subtotal Fee	**$ 74,550**
Task 4	**Draft Area Plan**	
4.1	Plan Vision and Goals	$ 7,329
4.2	Framework Scenarios	$ 19,676
4.3	Charrette & Open House	$ 30,518
4.4	Design Standards Reccomendations	$ 14,276
4.5	Draft Document	$ 33,056
4.6	Implementation Strategy	$ 16,716
	Subtotal Fee	**$ 121,571**
Task 5	**Environmental Document**	
5.1	Administrative Draft IS/MND	$ 77,910
5.2	Screen check Draft and Public IS/MND	$ 27,010
5.3	Environmental Notices and Public Review	$ 6,360
5.4	Final IS/MND, Mitigation Monitoring and Reporting Plan, and Notice of Determination	$ 47,800
	Subtotal Fee	**$ 159,080**
Task 6	**Final Plan**	
6.1	Final Plan	$ 32,354
6.2	Plan Adoption	$ 8,930
	Subtotal Fee	**$ 41,284**
	Additional Services	
	Subtask 3.4: Multicultural Focus Group	$ 1,500
	Subtask 3.5 (Engagement Window 1): Translation of Engagement Materials	$ 2,400
	Subtask 3.5 (Engagement Window 1): Staff Time for Additional Events	$ 4,800
	Subtask 3.5 (Engagement Window 1): In-person Translation Services	$ 1,800
	Subtask 3.5 (Engagement Window 1): Targeted pop-up Events with Spanish Speakin	$ 1,800
	Subtask 3.5 (Engagement Window 1): Targeted Youth Engagement	$ 2,200
	Subtask 3.5 (Engagement Window 1): Additional Virtual Meetings (per meeting)	$ 2,250
	Subtask 3.6 (Engagement Window 2):Translation of Engagement Materials	$ 2,400
	Subtask 3.6 (Engagement Window 2): Staff Time for Additional Events	$ 4,800
	Subtask 3.6 (Engagement Window 2): In-person Translation Services	$ 1,800
	Subtask 3.6 (Engagement Window 2): Additional Virtual Meetings (per meeting)	$ 2,250
	Subtotal Fee	**$ 28,000**
	Total Fees	**$ 558,647**
	Reimbursables	$ 12,050
	GRAND TOTAL	**$ 570,697**
	ADDITIONAL SERVICES GRAND TOTAL	**$ 598,697**

EXHIBIT C

ANTI-LOBBYING CERTIFICATION

Consultant shall submit to City this certification prior to or at the time of the execution of this Agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty not less than $10,000 and no more than $100,000 for such failure.

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

Consultant: Design Workshop, Inc.
Steve Noll, Principal-in-Charge

By:_____

Resolution 2023-XXX

Adopted by the City of South Lake Tahoe
City Council

April 4, 2023

Amending the Adopted 2022-2023 Budget and appropriating up to $151,405 from available General Fund Undesignated Excess Reserves and $100,000 from General Plan available fund balance for the purpose of funding a Professional Services Agreement to prepare the Mid-Town Area Plan

BACKGROUND

A. On March 14, 2023, the City Council of the City of South Lake Tahoe adopted the 2023-2028 Strategic Plan, which included Priority 1, Built Environment, Action Item 1.2, the revitalization of the Mid-Town area.

B. The adopted Strategic Plan directs the City to prepare an Area Plan for the Bijou/Al Tahoe, Tahoe Sierra Commercial, Bijou Community Park, and Bijou Meadow/Golf Course areas. The Mid-Town Area Plan would provide land use guidance for all future redevelopment and development opportunities in the Mid-Town area.

C. In the FY 22-23 budget, the City allocated $250,000 for Mid-Town Area Plan professional services and $97,292 for the Senior Planner position. With Mid-year budget amendments, the funds for the Senior Planner were transferred to professional services for a total of $347,292 allocated to the Mid-Town Area Plan. There is an additional $100,000 in General Plan fund balance available for appropriation to professional services.

D. The City posted a Request for Proposals for a full-service consulting firm to assist in the preparation of the Mid-Town Area Plan and associated environmental analysis. A selection committee evaluated all the submitted proposals and selected Design Workshop. The total proposed budget for planning services is $598,697.

E. The City of South Lake Tahoe desires to amend the 2022-2023 Fiscal Year Budget to appropriate up to $151,405 to fund the Professional Services Agreement with Design Workshop

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, BE IT RESOLVED, that the City Council of the City of South Lake Tahoe:

1. Resolves that the above recitals are true and a substantive part of this resolution.

2. Appropriates $151,405 from available General Fund Undesignated Excess Reserves and $100,000 from General Plan fund 270 available fund balance into account 270-03710-42020 for a Professional Services Agreement to prepare the Mid-Town Area Plan.
3. Authorizes the Mayor to execute a Professional Services Agreement with Design Workshop for consulting services to prepare the Mid-Town Area Plan for an amount not to exceed $598,697.

Adopted by the City of South Lake Tahoe City Council on April 4, 2023 by the following vote:

Yes:
No:
Absent:
Abstain:

_____ Date:_____

Cristi Creegan, Mayor

Attest:

_____

Susan Blankenship, City Clerk

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 4, 2023
Agenda Item #: 8

Agenda Item: Potential Amendments to Purchasing Ordinance Regarding Apprenticeship, Health Care, and Local Hire Provisions for Public Works Contracts

Executive Summary: At the City Council meeting on January 10, 2023, City Council requested that staff bring this item for consideration based on a request from the Northern California Carpenters Union (Robbins, seconded by Friedrich). The Union requests that the City amend its Purchasing Ordinance to establish pre-qualification requirements for public works contracts as follows: (1) Apprenticeship requirements for construction projects over $750,000; (2) Required health care expenditures for each employee; and (3) Local hire requirements of at least 25 percent of employees residing in El Dorado or Placer County. Staff is not recommending these amendments because the City already follows apprenticeship and health care payment requirements in state law, and the local hire requirement does not appear to be legally justifiable or warranted based on the City's recent contracting history, with 27 percent of public works contracts awarded to local firms in 2021-2022. Staff suggests that City Council could consider an amendment that would encourage firms to hire a certain percentage of local employees.

Requested Action / Suggested Motions: Receive report and provide direction to staff regarding potential amendments to Purchasing Ordinance.
Responsible Staff Member: Heather Stroud, City Attorney and Jim Marino, CIP and Facilities Manager

Responsible Staff Member: Heather Stroud, City Attorney (530) 542-6046
Jim Marino, CIP and Facilities Manager (530) 542-6027

Reviewed and Approved By:
Anush Nejad, Public Works Director
Susan Blankenship, City Clerk
Olga Tikhomirova, Director of Finance

Attachments:

01-Staff Report.docx
02-Requested Amendments from Northern California Carpenters Union.pdf
03-Labor Code 1777.5 Employment of registered apprentices.pdf
04-Labor Code 1773.1 Employer payments included in per diem wages.pdf
05-Contractor Survey.pdf

City of South Lake Tahoe
Report to **City Council**

Meeting Date: April 4, 2023

Title: Potential Amendments to Purchasing Ordinance Regarding Apprenticeship, Health Care, and Local Hire Provisions for Public Works Contracts

Location: Citywide

Responsible Staff Members: Heather Stroud, City Attorney (530) 542-6046
Jim Marino, CIP and Facilities Manager (530) 542-6027

Background: At the City Council meeting on January 10, 2023, City Council requested that staff bring back an item for consideration to make amendments to the Purchasing Ordinance as requested by the Northern California Carpenters Union (Robbins, seconded by Friedrich). Subsequently, the Union sent staff a written request with several requested changes, which is attached to this item. The Union requested that pre-qualification requirements be established for public works contracts as follows:

(1) For construction projects over $750,000, apprenticeship requirements;
(2) Required health care expenditures for each employee;
(3) Local hire requirements of at least 25 percent of employees residing in El Dorado or Placer County.

Issue and Discussion:
Staff does not recommend making the changes requested by the Union for the reasons stated below, but City Council could consider an amendment to the Purchasing Ordinance to encourage bidders to hire local workers.

Staff does not recommend adding apprenticeship requirements as a prequalification standard because the City already complies with the California Department of Industrial Relations' detailed apprenticeship requirements for public work contracts over $30,000, which are set forth in Labor Code section 1777.5. A copy of this statute is attached.

Likewise, staff does not recommend adding health care payment requirements as a prequalification standard because this is already required for all public works contracts over $1,000 under Labor Code section 1773.1, as part of the California prevailing wage requirements. A copy of this statute is attached.

Staff does not recommend amending the Purchasing Ordinance to include a local hire requirement that applies to residents of El Dorado and Placer Counties for several reasons. First, any local preference for public works contracts would need to withstand constitutional scrutiny that the City is not discriminating against out-of-area workers. City Council would need to make findings to establish the preference is rationally related to a legitimate governmental interest, for

example that local employees are disadvantaged for some reason from being hired. *United Building & Construction Trades Council v. City of Camden*, 465 U.S. 208 (1984) (invalidating Camden's local hire requirement). It would be difficult if not impossible to make this finding as applied to the requested "local" area of El Dorado and Placer Counties. Further, even if the local area were more limited, for example, the Lake Tahoe Basin portion of El Dorado County, a local hire requirement of 25 percent of staff for each job classification would be difficult to justify under this constitutional standard. Legal issues aside, it is not clear that there is a need to implement such a requirement where 27 percent of the contracts awarded in 2021-2022 were already with local firms.

As an alternative to a local hire requirements, staff suggests that City Council could consider a code amendment to encourage contractors to hire a certain percent of local workers, which staff would suggest defining as employees residing in the Lake Tahoe Basin portion of El Dorado County.

To determine the potential impact of the requested changes and avoid unintended consequences including the risk of further limiting the pool of contractors bidding on City projects, staff sought feedback from the 44 firms the City contracted with in 2021 and 2022. A copy of the survey is attached. A summary of the seven responses received is below:

	Already do?	If not, willing to?	Comments
Apprenticeship	5 out of 7	1 yes	"We request apprentices from approved programs for public works projects pursuant to the Division of Apprenticeship Standards Requirements"
Health Care	5 out of 7	1 yes	
Local Hire	2 out of 7	1 yes	"We are a small company (less than 30 field employees) based in Nevada, so this would not be practicable."

Financial Implications: Adding prequalification requirements to public works contracts could increase the amount of the low bid on City projects because it would reduce the number of firms able to submit bids.

Environmental Considerations: Providing direction to staff on possible future regulations is not a "project" subject to environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(5) (organizational or administrative activities of governments that will not result in direct or indirect physical changes to the environment).

Policy Implications: While including prequalification requirements for public works contracts could have benefits to a contractor's employees, it could also limit competition for City projects,

which is already a challenge because of our relatively remote location and challenging mountain climate with its short construction season.

South Lake Tahoe Construction Pre-Qualification Workforce Readiness and Promotion Ordinance

Recitals

The City of City of South Lake Tahoe adopts these pre-qualification requirements in order to select the lowest responsible bidder for City of South Lake Tahoe contracts, to ensure efficient procurement of construction services, to protect the prudent use of taxpayer funds and to promote a construction workforce ready and available to build the infrastructure and other public buildings necessary for a modern and prosperous future.

The pre-qualification requirements ensure that City of South Lake Tahoe public works contracts are awarded to contractors that participate in high quality, industry-proven apprenticeship programs, and that apprentices working under such contracts are competently trained. This satisfies the City of South Lake Tahoe proprietary interest in safe and efficient construction and mitigates the City of South Lake Tahoe potential liability.

The pre-qualification requirements also develop a pool of skilled labor in the local area who can work on future City of South Lake Tahoe public works projects, for which the City of South Lake Tahoe contracts on a regular basis. The requirements promote worker retention and reduce employee turnover in the construction industry.

The pre-qualification requirements also enhance the good health of construction workers on the project thus enabling the pool of skilled labor to be available to complete the project.

The pre-qualification requirements also encourage competition among reputable contractors, promote a level playing field, improve transparency, and spend taxpayer funds efficiently and economically.

The pre-qualification requirements ensure that public works contracts are performed in accordance with the City of South Lake Tahoe specifications at the proper prevailing wage rates using the proper specified materials, in order to avoid delays, cost overruns, construction defects, and labor violations.

Pre-Qualification Requirements

On any construction project for which the architect's/engineer's cost estimate is in excess of $750,000 each construction contractor at all tiers shall certify the following:

Apprenticeship:

> For every apprenticeable craft, each construction contractor shall participate in a Joint Apprenticeship Program Approved by the State of California, Division of Apprenticeship Standards OR in an apprenticeship program approved by the State of California Division

of Apprenticeship Standards that has a graduation rate of 50% or higher and has graduated an average of at least twenty-five (25) apprentices for the five (5) years immediately preceding submission of the pre-qualification documents. A construction contractor without construction craft employees shall show a contractual obligation that all of its subcontractors so comply. Any change in participation must be immediately provided to the City of South Lake Tahoe. Construction contractors shall maintain compliance with this provision until project completion.

Local Hire Policy:

Each construction contractor will [make its best efforts to] hire a minimum of twenty-five percent (25%) of staff for each apprenticeable craft job classification with more than four (4) employees employed whose primary residence, which is not a post office box, has been within the Counties of El Dorado or Placer for at least 180 days immediately prior to the expected date of issuance of the Notice to Proceed for the project. A construction contractor without construction craft employees shall show a contractual obligation that all of its subcontractors so comply. Construction contractors shall maintain compliance with this provision until project completion.

Healthcare:

Each contractor with construction craft employees shall make health care expenditures for each employee an amount per hour worked on the development equivalent to at least the hourly amount indicated for health and welfare payments in the applicable General Prevailing Wage Determination made by the Director of Industrial Relations. Contractors without construction craft employees shall show a contractual obligation that its subcontractors so comply. "Health care expenditures" include contributions under Sections 501(c) or (d) or 401(a) of the Internal Revenue Service Code and payments toward "medical care" as defined under Section 213(d)(1) of the Internal Revenue Code. Any change in coverage must be immediately provided to the City of South Lake Tahoe. Construction contractors shall maintain compliance with this provision until project completion.

Disputes:

The City will resolve any claim over whether a contractor meets the prequalification requirements through the following process:

1) The City will promptly notify a contractor it has deemed not prequalified. The City's notice will include the reason(s) the contractor has been deemed not prequalified, along with any supporting evidence.
2) Within five (5) business days following the City's notice, the contractor may elect to have a public hearing to review the City's decision. Within this same five (5) business day period, the City will accept documentary evidence from the contractor and members of the public concerning whether the contractor meets or does not meet the prequalification requirement(s).
3) The City shall consider all documentary evidence regarding a contractor's prequalification. The City shall announce its final determination of whether the

contractor meets the prequalification requirement(s) and is thereby prequalified within 5 [business] days after the hearing if a hearing is elected or of the last day to receive evidence if a hearing is not elected.

4) Documents concerning the City's rejection of a contractor for failure to meet (a) prequalification requirement(s) and any subsequent final determinations of a contractor's prequalification status shall be public records.

Enforcement:

In addition to any other enforcement mechanism available at law or equity to the City of South Lake Tahoe, the parties to a project, or the public, any joint labor-management cooperation committee established pursuant to the Federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) has standing to enforce this section, including monetary contributions for medical coverage, through the provisions of Labor Code Sections 218.7 or 218.8.

Severability:

The provisions of this Ordinance are severable. If any portion, section, subdivision, paragraph, clause, sentence, phrase, word, or application of this Ordinance is for any reason held to be invalid by a decision of any court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this Ordinance. The people of the City of South Lake Tahoe hereby declare that they would have adopted this Ordinance and each and every portion, section, subdivision, paragraph, clause, sentence, phrase, word, and application not declared invalid or unconstitutional without regard to whether any other portion of this Ordinance or application thereof would be subsequently declared invalid. In particular, the provisions of the Apprenticeship and Local hire requirements are distinct and severable from one another, and the provisions concerning Health Care Expenditure are distinct and severable from the remaining provisions of this paragraph. If the provision concerning Health Care Expenditure is held invalid, the Apprenticeship, and Local hire requirements will stand alone and vice versa.

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West's Ann.Cal.Labor Code § 1777.5

§ 1777.5. Employment of registered apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions; compliance program

Effective: September 22, 2018
Currentness

(a)(1) This chapter does not prevent the employment upon public works of properly registered apprentices who are active participants in an approved apprenticeship program.

(2) For purposes of this chapter, "apprenticeship program" means a program under the jurisdiction of the California Apprenticeship Council established pursuant to Section 3070.

(b)(1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

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(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (*o*).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

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(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(*l*) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2)(A) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

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(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship and preapprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(*o*) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars ($30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

Credits

(Added by Stats.1937, c. 872, p. 2424. Amended by Stats.1939, c. 971, p. 2723, § 1; Stats.1957, c. 699, p. 1890, § 1; Stats.1968, c. 1411, p. 2772, § 1; Stats.1969, c. 1260, p. 2466, § 1, eff. Aug. 31, 1969; Stats.1972, c. 1087, p. 2026, § 1; Stats.1972, c. 1399, § 1; Stats.1974, c. 965, p. 2011, § 1; Stats.1976, c. 538, p. 1372, § 1; Stats.1976, c. 1179, p. 5277, § 2, eff. Sept. 22, 1976; Stats.1989, c. 1224, § 11; Stats.1997, c. 17 (S.B.947), § 91; Stats.1999, c. 903 (A.B.921), § 2; Stats.2000, c. 135 (A.B.2539), §

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124; Stats.2000, c. 875 (A.B.2481), § 1; Stats.2002, c. 1124 (A.B.3000), § 43, eff. Sept. 30, 2002; Stats.2003, c. 228 (A.B.1756), § 38, eff. Aug. 11, 2003; Stats.2010, c. 719 (S.B.856), § 52, eff. Oct. 19, 2010; Stats.2012, c. 46 (S.B.1038), § 95, eff. June 27, 2012; Stats.2014, c. 890 (A.B.1870), § 1, eff. Jan. 1, 2015; Stats.2016, c. 746 (A.B.1926), § 1, eff. Jan. 1, 2017; Stats.2017, c. 553 (A.B.581), § 1, eff. Jan. 1, 2018; Stats.2018, c. 704 (A.B.235), § 17, eff. Sept. 22, 2018.)

Notes of Decisions (50)

West's Ann. Cal. Labor Code § 1777.5, CA LABOR § 1777.5
Current with all laws through Ch. 997 of 2022 Reg.Sess.

End of Document

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West's Annotated California Codes
Labor Code (Refs & Annos)
Division 2. Employment Regulation and Supervision (Refs & Annos)
Part 7. Public Works and Public Agencies (Refs & Annos)
Chapter 1. Public Works (Refs & Annos)
Article 2. Wages (Refs & Annos)

West's Ann.Cal.Labor Code § 1773.1

§ 1773.1. Employer payments included in per diem wages

Effective: January 1, 2017
Currentness

(a) Per diem wages, as the term is used in this chapter or in any other statute applicable to public works, includes employer payments for the following:

(1) Health and welfare.

(2) Pension.

(3) Vacation.

(4) Travel.

(5) Subsistence.

(6) Apprenticeship or other training programs authorized by Section 3093, to the extent that the cost of training is reasonably related to the amount of the contributions.

(7) Worker protection and assistance programs or committees established under the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a), to the extent that the activities of the programs or committees are directed to the monitoring and enforcement of laws related to public works.

(8) Industry advancement and collective bargaining agreements administrative fees, provided that these payments are made pursuant to a collective bargaining agreement to which the employer is obligated.

(9) Other purposes similar to those specified in paragraphs (1) to (5), inclusive; or other purposes similar to those specified in paragraphs (6) to (8), inclusive, if the payments are made pursuant to a collective bargaining agreement to which the employer is obligated.

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(b) Employer payments include all of the following:

(1) The rate of contribution irrevocably made by the employer to a trustee or third person pursuant to a plan, fund, or program.

(2) The rate of actual costs to the employer reasonably anticipated in providing benefits to workers pursuant to an enforceable commitment to carry out a financially responsible plan or program communicated in writing to the workers affected.

(3) Payments to the California Apprenticeship Council pursuant to Section 1777.5.

(c) Employer payments are a credit against the obligation to pay the general prevailing rate of per diem wages. However, credit shall not be granted for benefits required to be provided by other state or federal law, for payments made to monitor and enforce laws related to public works if those payments are not made to a program or committee established under the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a), or for payments for industry advancement and collective bargaining agreement administrative fees if those payments are not made pursuant to a collective bargaining agreement to which the employer is obligated. Credits for employer payments also shall not reduce the obligation to pay the hourly straight time or overtime wages found to be prevailing. However, an increased employer payment contribution that results in a lower hourly straight time or overtime wage shall not be considered a violation of the applicable prevailing wage determination if all of the following conditions are met:

(1) The increased employer payment is made pursuant to criteria set forth in a collective bargaining agreement.

(2) The basic hourly rate and increased employer payment are no less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the director's general prevailing wage determination.

(3) The employer payment contribution is irrevocable unless made in error.

(d) An employer may take credit for an employer payment specified in subdivision (b), even if contributions are not made, or costs are not paid, during the same pay period for which credit is taken, if the employer regularly makes the contributions, or regularly pays the costs, for the plan, fund, or program on no less than a quarterly basis.

(e) The credit for employer payments shall be computed on an annualized basis when the employer seeks credit for employer payments that are higher for public works projects than for private construction performed by the same employer, unless one or more of the following occur:

(1) The employer has an enforceable obligation to make the higher rate of payments on future private construction performed by the employer.

(2) The higher rate of payments is required by a project labor agreement.

(3) The payments are made to the California Apprenticeship Council pursuant to Section 1777.5.

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(4) The director determines that annualization would not serve the purposes of this chapter.

(f)(1) For the purpose of determining those per diem wages for contracts, the representative of any craft, classification, or type of worker needed to execute contracts shall file with the Department of Industrial Relations fully executed copies of the collective bargaining agreements for the particular craft, classification, or type of work involved. The collective bargaining agreements shall be filed after their execution and thereafter may be taken into consideration pursuant to Section 1773 whenever they are filed 30 days prior to the call for bids. If the collective bargaining agreement has not been formalized, a typescript of the final draft may be filed temporarily, accompanied by a statement under penalty of perjury as to its effective date.

(2) When a copy of the collective bargaining agreement has previously been filed, fully executed copies of all modifications and extensions of the agreement that affect per diem wages or holidays shall be filed.

(3) The failure to comply with filing requirements of this subdivision shall not be grounds for setting aside a prevailing wage determination if the information taken into consideration is correct.

Credits

(Added by Stats.1959, c. 2173, p. 5291, § 1. Amended by Stats.1969, c. 1502, p. 3072, § 1; Stats.1976, c. 281, p. 588, § 4; Stats.1999, c. 30 (S.B.16), § 2; Stats.2000, c. 954 (A.B.1646), § 18, operative July 1, 2001; Stats.2003, c. 839 (A.B.807), § 1; Stats.2003, c. 905 (S.B.868), § 1; Stats.2012, c. 827 (A.B.2677), § 1; Stats.2013, c. 169 (S.B.776), § 1; Stats.2014, c. 71 (S.B.1304), § 109, eff. Jan. 1, 2015; Stats.2016, c. 231 (S.B.954), § 1, eff. Jan. 1, 2017.)

Notes of Decisions (13)

West's Ann. Cal. Labor Code § 1773.1, CA LABOR § 1773.1
Current with all laws through Ch. 997 of 2022 Reg.Sess.

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CITY OF
SOUTH LAKE TAHOE

City Council will be considering amendments to the public works contracting provisions of the South Lake Tahoe City Code that have been requested by the Northern California Carpenters Union. We expect to present this item at the City Council meeting on March 14, 2023. To make sure we understand the potential impacts of these amendments on your interest in bidding on City of South Lake Tahoe projects, we are requesting the following information from all contractors that have been awarded public works contracts by the City of South Lake Tahoe in the past two years:

1. Do you participate in a Joint Apprenticeship Program approved by the State of California, Division of Apprenticeship Standards?

☐ Yes, always ☐ Yes, sometimes ☐ No, never ☐ Don't know

2. If you answered No to Question 1, do you participate in an apprenticeship program approved by the State of California Division of Apprenticeship Standards that has a graduation rate of 50 percent or higher and has graduated an average of at least 25 apprentices in the past 5 years?

☐ Yes, always ☐ Yes, sometimes ☐ No, never ☐ Don't know

3. If you answered No to Questions 1 and 2, would you be willing to participate in such apprenticeship programs if required to compete for City of South Lake Tahoe public works contracts?

☐ Yes ☐ No

4. Do you provide health care plans for your employees?

☐ Yes, always ☐ Yes, sometimes ☐ No, never ☐ Don't know

5. If you answered No to Question 4, would you be willing to provide health care plans to your employees if required to compete for South Lake Tahoe public works contracts?

☐ Yes ☐ No

6. Do you hire a minimum of 25 percent of staff for each apprenticeable craft job classification with more than 4 employees employed whose primary residence is in the City of South Lake Tahoe or the Lake Tahoe Basin portion of El Dorado County?

☐ Yes, always ☐ Yes, sometimes ☐ No, never ☐ Don't know

7. If you answered No to Question 6, would you be willing to hire a minimum of 25 percent of staff for each apprenticeable craft job classification with more than 4 employees employed whose primary residence is in the City of South Lake Tahoe or the Lake Tahoe Basin Portion of El Dorado County?

Please return this survey electronically no later than March 1, 2023 to:

City of South Lake Tahoe
Department of Public Works
ATTN: Andra Burnam
aburnam@cityofslt.us

Contractor Name: _____

Email Address: _____

Mailing Address:

_____

_____

Signature: _____

Date: _____

City of South Lake Tahoe

Agenda Item Executive Summary

Joe Irvin, City Manager

Meeting Date: April 4, 2023
Agenda Item #: 9

Agenda Item: Agenda Planning Calendar

Executive Summary: The Agenda Planning Calendar is a projection of items coming before City Counci, for consideration.

Requested Action / Suggested Motions: A Councilmember may request that an item be placed on a future agenda. Upon the support of one (1) additional Council Member, direction shall be given to the City Manager to calendar the item for a convenient future agenda, but no sooner than the second meeting after the request was made, and/or modify the Agenda Planning Calendar as desired.
Responsible Staff Member: Joseph Irvin, City Manager

Responsible Staff Member: Joseph Irvin, City Manager (530) 542-6043

Reviewed and Approved By:
Susan Blankenship, City Clerk

Attachments:
APC -03 28 2023.pdf

2023 Agenda Planning Calendar (Updated 03 28 2023)

Department		Agenda Item	Agenda Section
April 4, 5:30 p.m.	**City Attny**	Authorization to Join National Opiod Settlement	
		Emergency Declaration Closure/Snow Removal Reimbursement Discussion	NB
	City Clerk	Keep Tahoe Blue/SOS Outreach Efforts Presentation	Presentation
	Dev Services	Solar APP + Software Grant	NB
		Bijou/Al Tahoe (Midtown) Area Plan consultant PSA	
		Supplemental Residential Inclusionary Analysis	
	Public Works/CA	Consider amendments to Purchasing Ordinance/Public Works Contracts	NB
	Public Works	Award Pothole Repair Contact	Consent
May 2, 9 a.m.	**CA/CM**	Franchise Agreement with South Tahoe Refuse	UB
	City Clerk	Protocol Update & Mayor 9 month rotation discussion	NB
	City Manager	Social Media Policy Update	
	Dev Services	Housing Funding Outreach Report	
	Finance	City ACFR FYE 9/30/2022	Consent
		Ski Run Business Improvement District Annual Assessment	PH
	Fire	Public Safety Pier at Ski Run Marina	

2023 Agenda Planning Calendar (Updated 03 28 2023)

	Police	AB 481 Ordinance Renewal	Consent
		Police Patrol Vehicle Replacement	
		SRO/LTUSD Contract 2023-2024	Consent
	Public Works	Pioneer Trail Phase II Project Update and Funding Requst	NB
		Pavement Management Plan Update	NB
		2023 Engineering Projects, Design and Construction Update	NB
		Approval of Sale of a TCE to Caltrans for the U.S. 50 Safety Project	Consent
		Award Contract for Barton Avenue & 2nd Street Drainage Project	Consent
		Authorize, Accept, and Appropriate CTC Grant Funding	Consent
		Bicycle Amenities and Wayfinding Signs Update	NB
May 16, 5:30 p.m.	**Dev Services**	Permit Tracking and Public Portal Software PSA Award	
		EV Charging Station Ordinance (\first reading)	
		3900/3908 Lake Tahoe Blvd DDA	
	Public Works	Annual Report	NB
		Award Contract for Campground Tent Platform Construction	Consent
June 6, 9 a.m.	**CA/CM**	Annexation Study	NB

2023 Agenda Planning Calendar (Updated 03 28 2023)

	Public Works	Facility Conditions, ADA and Sustainability Presentation	NB
		Financing Options for Stormwater Management and Snow Operations	
		Vision Zero Grant Acceptance	
		School Zone Designation for Lake Tahoe Blvd	NB
		US 50 Signal Maintenance Agreement	
		Parking Restriction and Enforcement Code Modification	NB
		Agreement Update with Heavenly	NB
June 20, 5:30 p.m. CC/STRSA	**City Manager**	2023 Cannabis Grants	
	Dev Services	TVAP Update	
		REACH Code options	UB
		South Tahoe Refuse Report	
		PLHA Formula Grant Amendment	
		City/CTC land exchange agreement	
		TCAP Update	
	Finance	Annual Special Tax for CFD 2001-1 Series 2015 FY 2023-2024	Consent
		Mello-Roos Special Tax for Community Facilities District No. 1995-1	Consent

2023 Agenda Planning Calendar (Updated 03 28 2023)

Aug 8, 9 a.m.	**City Manager**	TRPA Regional Grant Program (EV Charging/Pioneer Project)
Aug 22, 5:30 p.m.		
Unscheduled/Pending		
	City Attorney	Parking Garage License Agreement with Verizon
	City Attny/PW	Amendments to Small Cell Policy
	City Clerk	Records Management Policy (Updated)
		Policy - Use of Personal Devices for City Business
	City Manager	SW Gas Prestentation Renewable Energy Goals
		Comprehensive Energy Services Contract
		Conservancy Forest Health Report
		Electric Vehicle Charging Contract
		Joint Council/TTD Board Mtg
		Electric Municipality - Legal Feasability Analysis
		Customer satisfaction survey(s)
		SEED Solar Photovoltaic Project PPA
	Dev Services	TCAP Amendment – Montreal

2023 Agenda Planning Calendar (Updated 03 28 2023)

	Plan Area Statement Update for Tourist Accommodation Uses
	Plan Area Statement 111 amendment
	Single Room Occupancy Program Amendments
Finance	Software Purchase
Fire	Weed abatement/nusance Program - Defensable Space Policy
	Type III Fire Engine Purchase
Parks & Rec	Parks Foundation MOU
	Amendment 1 to Bijou Bike Park Association Maintenance Agreement
	Tahoe Swim Team Use Agreement
	Bijou Golf Course "Rock the Lake" Event and Review
Public Works	Award Contract - Recreation Center Project
	Broadband Master Plan Draft Recommendations
	Award Contract PD Roof Replacement
	Award Contract FS III Design Build Services
	Award Contract EV Charging 1700 Shop Street
	Bijou Creek Park Project Update