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

5           **WHEREAS**, California local governments as well as the attorneys representing those local  
6 governments have engaged in extensive discussions with the State Attorney General’s Office  
7 (“AGO”) as to how the California Opioid Funds will be allocated, which has resulted in the  
8 Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement  
9 Funds- Distributor Settlement and the Proposed California State-Subdivision Agreement Regarding  
10 Distribution and Use of Settlement Funds- Janssen Settlement (collectively the “Allocation  
11 Agreements”), which are agreements between all of the entities identified in the Allocation  
12 Agreements;

13           **WHEREAS**, the Allocation Agreements propose to allocate the California Opioid Funds  
14 15% to a State Fund; 70% to local governments in an Abatement Accounts Fund; and 15% to  
15 litigating local governments in a Subdivision Fund. For the avoidance of doubt, all funds allocated  
16 to California from the Settlements will be combined pursuant to Allocation Agreements, and 15%  
17 of that total shall be allocated to the State of California (the “State of California Allocation”), 70%  
18 to the California Abatement Accounts Fund (“CA Abatement Accounts Fund Allocation”), and  
19 15% to the California Subdivision Fund (“CA Subdivision Fund Allocation”);

20           **WHEREAS**, the funds in the CA Abatement Accounts Fund (the California Abatement  
21 Accounts Fund Allocation) will be allocated based on an allocation model developed in connection  
22 with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804).  
23 The percentage from the CA Abatement Accounts Fund allocated to each eligible local government  
24 (any county or city above 10,000 in population) “Eligible Local Government”) is set forth in  
25 Appendix 1 to each Allocation Agreement. The City’s share of the CA Abatement Accounts Fund  
26 is a product of the total in the CA Abatement Accounts Fund multiplied by the City’s percentage  
27 set forth in Appendix 1 of the Allocation Agreement (the “Local Allocation”);  
28

1           **WHEREAS**, any city that is an Eligible Local Government will be allocated its Local  
2 Allocation share only when it becomes a Participating Subdivision by signing the Participation  
3 Agreements to the Settlements. The Local Allocation share for a city that is a Participating  
4 Subdivision will be paid to the county in which the city is located, rather than to the city, so long  
5 as: (a) the county is a Participating Subdivision, and (b) the city has not advised the Settlement  
6 Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date as  
7 defined in the Settlement Agreements;

8           **WHEREAS**, City intends to take a direct distribution of its Local Allocation amount, and  
9 acknowledges that both the Settlement Agreements and the Allocation Agreements place certain  
10 limitations on the time period for expenditures, use of CA Abatement Accounts Funds and provide  
11 for accounting procedures and oversight of the expenditures of the California Abatement Accounts  
12 Funds;

13           **WHEREAS**, the City elects to take its direct distribution of its Local Allocation amount as  
14 set forth on Exhibit 1 and to comply with the requirements of the Allocation Agreements;

15           **WHEREAS**, the City, by this Resolution, shall establish an account for the receipt of the  
16 Local Allocation Funds consistent with the terms of the Settlement Agreements, the Allocation  
17 Agreements and this Resolution (“the Opioid Abatement Account”); and

18           **WHEREAS**, the City’s Opioid Abatement Account shall be separate from the City’s  
19 general fund, shall not be commingled with any other City funds, and shall be dedicated to funding  
20 opioid abatement measures as provided in the Settlement Agreements and the Allocation  
21 Agreements.

22           **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RIALTO**  
23 **CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:**

24           **SECTION 1:** The City Council hereby approves and authorizes INSERT PERSON to  
25 settle and release the City’s claims against the Settling Defendants in exchange for the consideration  
26 set forth in the Settlement Agreements, Allocation Agreements including taking the following  
27 measures:  
28

- 1 a. The execution of the Participation Agreement to the Distributors Settlement  
2 Agreement and any and all documents ancillary thereto.
- 3 b. The execution of the Participation Agreement to the Janssen Settlement Agreement  
4 and any and all documents ancillary thereto.
- 5 c. The execution of the Proposed California State-Subdivision Agreement Regarding  
6 Distribution and Use of Settlement Funds- Distributor Settlement by executing the  
7 signature pages to that Allocation Agreement.
- 8 d. The execution of the Proposed California State-Subdivision Agreement Regarding  
9 Distribution and Use of Settlement Funds- Janssen Settlement Allocation  
10 Agreements by executing the signature pages to that Allocation Agreement.
- 11 e. Notify the Settlement Fund Administrator that the City requests a direct payment  
12 under the Allocation Agreements at least 60 days prior to the Payment Date in the  
13 Settlement Agreements.

14 **BE IT FURTHER RESOLVED** that the City's Local Allocation Funds be deposited in  
15 the City's Opioid Abatement Account.

16 **WHEREFORE**, this Resolution is passed, approved and adopted this 14th day of  
17 December, 2021.

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\_\_\_\_\_  
DEBORAH ROBERTSON, Mayor

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**ATTEST:**

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\_\_\_\_\_  
BARBARA A. McGEE, City Clerk

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**APPROVED AS TO FORM:**

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\_\_\_\_\_  
ERIC S. VAIL, City Attorney

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1 **STATE OF CALIFORNIA** )  
2 **COUNTY OF SAN BERNARDINO** ) ss  
3 **CITY OF RIALTO** )

4 I, Barbara A. McGee, City Clerk of the City of Rialto, do hereby certify that the foregoing  
5 Resolution No. \_\_\_\_\_ was duly passed and adopted at a regular meeting of the City Council  
6 of the City of Rialto held on the 14th day of December, 2021.

7 Upon motion of Councilmember \_\_\_\_\_, seconded by Councilmember  
8 \_\_\_\_\_, the foregoing Resolution \_\_\_\_\_ was duly passed and adopted.

9 Vote on the Motion:

10 AYES:

11 NOES:

12 ABSENT:

13 ABSTAIN:

14 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of  
15 Rialto, this \_\_\_\_\_ day of November, 2021.

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21 BARBARA A. McGEE, City Clerk  
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